

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6020077

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID TIEN ANG LIM	09/12/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DLIP LIMITED
<b>Street Address:</b>	77 HENDERSONS LINE
<b>Internal Address:</b>	RD 10
<b>City:</b>	PALMERSTON NORTH
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	4470
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16648167
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	9497600404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR, LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	JAM171.001APC
<b>NAME OF SUBMITTER:</b>	RAYMOND D. SMITH
<b>SIGNATURE:</b>	/Raymond D. Smith/
<b>DATE SIGNED:</b>	03/18/2020
<b>Total Attachments: 8</b>	
source=JAM171.001APC_Lim_toDLIP_assignment#page1.tif	
source=JAM171.001APC_Lim_toDLIP_assignment#page2.tif	
source=JAM171.001APC_Lim_toDLIP_assignment#page3.tif	
source=JAM171.001APC_Lim_toDLIP_assignment#page4.tif	

source=JAM171.001APC\_Lim\_toDLIP\_assignment#page5.tif

source=JAM171.001APC\_Lim\_toDLIP\_assignment#page6.tif

source=JAM171.001APC\_Lim\_toDLIP\_assignment#page7.tif

source=JAM171.001APC\_Lim\_toDLIP\_assignment#page8.tif

# **Deed of Assignment of Intellectual Property Rights**

**DAVID TIEN ANG LIM**

**And**

**DLIP LIMITED**

**DEED** dated

2018

**DAVID TIEN ANG LIM**, a New Zealand citizen of 77 Hendersons Line, RD 10, Palmerston North 4470, New Zealand (the “**Assignor**”)

**AND**

**DLIP LIMITED**, a New Zealand company having its registered office at 77 Hendersons Line, RD 10, Palmerston North 4470, New Zealand (the “**Assignee**”).

**ON THE BASIS THAT –**

**1. Definitions:**

---

**1.1 Copyright** shall mean the property rights which exist in any **Copyright Work**.

**1.2 Copyright Work** shall mean:

**1.2.1** a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

**1.2.2** a work in which copyright exists; and

**1.2.3** which relates to the **Invention**.

**1.3 Design Rights** shall mean the right to apply for a registered design relating to the **Invention** or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

**1.4 Intellectual Property Rights** shall mean all intellectual property rights whatsoever relating to the **Invention** including without limitation the **Patent**, the **Patent Rights**, the **Design Rights**, the **Copyright** and the **Technical Information**.

**1.5 Invention** shall mean the invention the subject of the **Patent**.

1.6 **Patent** shall mean the patent application set out in the **Schedule** and any patent application or letters patent claiming priority from that patent, and any letters patent granted upon any of the foregoing patent applications.

1.7 **Patent Rights** shall mean:

1.7.1 the right to apply for any patent relating to the **Invention** or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and

1.7.2 the rights conferred by the **Patent** including the right to claim priority under any international convention and the right conferred by such **Patent** now and when granted.

1.8 **Technical Information** shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the **Invention** and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

## 2. **Background**

---

2.1 The **Assignor** acknowledges that as a director of the **Assignee** he has a duty to vest the **Intellectual Property Rights** to the **Assignee**.

2.2 The **Assignor** acknowledges that the **Assignee** is or should be the owner of the **Intellectual Property Rights**, and hereby agrees to assign same to the **Assignee** on the terms described below.

## 3. **Assignment**

---

3.1 The **Assignor** hereby assigns all his rights, title and interest in and to the **Intellectual Property Rights** to the **Assignee**.

3.2 The assignment will take effect on the date this Deed is fully executed by the **Assignor** or on the date the first patent application relating to the **Invention** was filed in the name of one or more of the parties, whichever is the earlier lawful date.

#### 4. Consideration

---

- 4.1 In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Agreement the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.
- 4.2 Any and all rights of the **Assignor** with respect to the **Invention** and **Intellectual Property Rights** will pass to the **Assignee** upon the effective date of this **Deed**.

#### 5. Assignor's Obligations

---

- 5.1 The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their right, title and interest to the **Intellectual Property Rights** in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the **Invention** or infringes the **Intellectual Property Rights**.
- 5.2 The **Assignor** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the **Invention** devised or created by the **Assignor** while they are a current director of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.
- 5.3 The **Assignor** shall assign to the **Assignee** upon request all intellectual property rights relating to all improvements in, modifications of or additions to the **Invention** devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.
- 5.4 The **Assignor** hereby waives his moral rights in relation to the **Copyright**.
- 5.5 At the request of the **Assignee**, the **Assignor** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:
- 5.5.1 make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the **Intellectual Property Rights**;

- 5.5.2 defend opposition proceedings in respect of any of the **Intellectual Property Rights** against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the **Intellectual Property Rights**;
- 5.5.3 defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the **Intellectual Property Rights**; and
- 5.5.4 enforce the **Intellectual Property Rights** including obtaining all such remedies as may be available for infringement of the **Intellectual Property Rights**.
- 5.6 The **Assignor** shall, at the request of the **Assignee**, and to the extent outstanding, deliver to the **Assignee** full details of or relating to the **Invention**, and the **Intellectual Property Rights** (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the **Invention** and the **Copyright Works**.
- 5.7 The **Assignor** agrees to treat as confidential all information relating to the **Invention** and the **Intellectual Property Rights** and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

## 6. **Assignor's Warranties**

---

- 6.1 The **Assignor** warrants:
- 6.1.1 There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the **Invention** and/or the **Intellectual Property Rights** to the **Assignee** free of any encumbrances or interests whatsoever; and
- 6.1.2 The **Copyright Works** are original work and are not copied in whole or in part from any other work.

**7. Governing Law**


---

7.1 This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

7.2 Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

**EXECUTED AS A DEED**

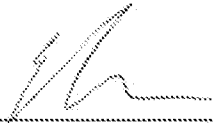
Signed by **DAVID TIEN ANG LIM** this 12th day of September 2018

  
\_\_\_\_\_

Signature

**WITNESS**

Signature:

  
\_\_\_\_\_

Name:

*Emma Kate Millar*  
\_\_\_\_\_

Address:

*4a Crete Avenue Milford*  
\_\_\_\_\_

Occupation:

*Registered Nurse*  
\_\_\_\_\_



Signed for and on behalf of

**DUP LIMITED** by its duly authorised  
directors:



Signature of David Tien Ang Lim

12<sup>th</sup> September 2018.

Date of Signature

**WITNESS**

Signature:



Name:

Emma Kate Millar

Address:

40 Creke Avenue Milford

Occupation:

Registered Nurse.

\* This Deed must be signed by:

- a) Two directors of the company; (if it has more than one director) or
- b) if the company has only one director, a single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

## SCHEDULE ONE

Patent (clause Error! Reference source not found.):

Title	Country	Application Number	Filing Date
Improvements in and relating to transportation	New Zealand	735635	19 September 2017

Deed of Assignment of Intellectual Property Rights  
Our Ref.

James & Wells 2014 ©

8