

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6062676

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BEN STEVENS	04/03/2018
SIMON MCKECHNIE	04/09/2020
NIGEL GRIMSHAW	09/05/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	STUDCO AUSTRALIA PTY LTD.
<b>Street Address:</b>	130-140 MERRINDALE DRIVE
<b>City:</b>	CROYDON SOUTH, VICTORIA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3136
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16849371
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	585-987-2800
<b>Email:</b>	patents@woodsoviatt.com
<b>Correspondent Name:</b>	WOODS OVIATT GILMAN LLP
<b>Address Line 1:</b>	1900 BAUSCH & LOMB PLACE
<b>Address Line 4:</b>	ROCHESTER, NEW YORK 14604
<b>ATTORNEY DOCKET NUMBER:</b>	ST191.108680CON
<b>NAME OF SUBMITTER:</b>	KATHERINE H. MCGUIRE, ESQ.
<b>SIGNATURE:</b>	/Katherine H. McGuire/
<b>DATE SIGNED:</b>	04/15/2020
<b>Total Attachments: 8</b>	
source=declaration-assignment-stevens#page1.tif	
source=declaration-assignment-stevens#page2.tif	
source=declaration-assignment-mckechnie#page1.tif	
source=declaration-assignment-mckechnie#page2.tif	

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**DECLARATION (37 C.F.R. 1.63) FOR UTILITY PATENT APPLICATION USING AN APPLICATION DATA SHEET (37 C.F.R. 1.76) AND ASSIGNMENT**

Title of Invention: **ACOUSTIC AND INSULATION MOUNTING**

As a below named inventor, I hereby declare that:

This declaration is directed to U.S. Patent Application No. 15/903,782 filed on February 23, 2018, claiming priority from Australian Provisional Application No. 2017905175 filed on December 22, 2017.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the application, including the claims.

I am aware of the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. Section 1.56.

**WHEREAS**, the undersigned inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Invention") disclosed in the above-identified patent application and further identified by the docket number provided above in the header of this document;

**WHEREAS**, **Studco Australia PTY LTD.** (hereinafter "Assignee"), with its principal place of business at 130-140 Merrindale Drive, Croydon South, Victoria 3136 AUSTRALIA, desires to acquire the entire right, title and interest in, to and under the said Invention and the Application;

**NOW, THEREFORE**, for good and valuable consideration including salary or payment for the making of inventions, or employee benefits, the receipt and sufficiency of which is hereby acknowledged, I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, my entire right, title and interest throughout the world in, to and under the Invention and the Application and all provisionals, non-provisionals, extensions, divisionals, continuations, renewals and reissues thereof, and all Letters Patent of the United States which may be granted thereon and all extensions, divisionals, continuations, renewals and reissues thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said Improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and including all rights to publish cautionary notices reserving ownership of the said Improvements and the said Application and all rights to register the said Improvements and the said Application in appropriate registries; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said

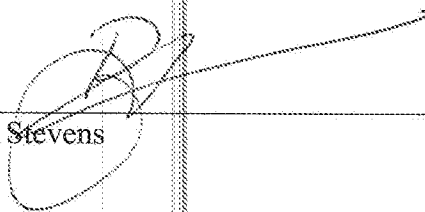
Improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**AND I HEREBY** covenant that I have full right to convey my entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

**AND I HEREBY** further covenant and agree that I will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said Improvements and testify in any legal proceeding, sign all lawful papers, execute all non-provisional, divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Improvements in all countries.

**I HEREBY ACKNOWLEDGE** that any willful false statement made in this declaration is punishable under 18 U.S.C. Section 1001 by fine or imprisonment of not more than five (5) years, or both.

**IN TESTIMONY WHEREOF**, I authorize and affirm said assignments with the signatures set forth below on the indicated dates.

  
\_\_\_\_\_  
Ben Stevens Date: 04 - 03 - 2018

\_\_\_\_\_  
Nigel Ryan Grimshaw Date: \_\_\_\_\_

\_\_\_\_\_  
Simon McKechnie Date: \_\_\_\_\_

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**WHEREAS, Studco Australia PTY LTD.** (hereinafter "Assignee"), with its principal place of business at 130-140 Merrindale Drive, Croydon South, Victoria 3136 AUSTRALIA, desires to acquire the entire right, title and interest in, to and under the said Invention and the Application;

**NOW, THEREFORE**, for good and valuable consideration including salary or payment for the making of inventions, or employee benefits, the receipt and sufficiency of which is hereby acknowledged, I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, my entire right, title and interest throughout the world in, to and under the Invention and the Application and all provisionals, non-provisionals, extensions, divisionals, continuations, renewals and reissues thereof, and all Letters Patent of the United States which may be granted thereon and all extensions, divisionals, continuations, renewals and reissues thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said Improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and including all rights to publish cautionary notices reserving ownership of the said Improvements and the said Application and all rights to register the said Improvements and the said Application in appropriate registries; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said

Improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

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**AND I HEREBY** further covenant and agree that I will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said Improvements and testify in any legal proceeding, sign all lawful papers, execute all non-provisional, divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Improvements in all countries.

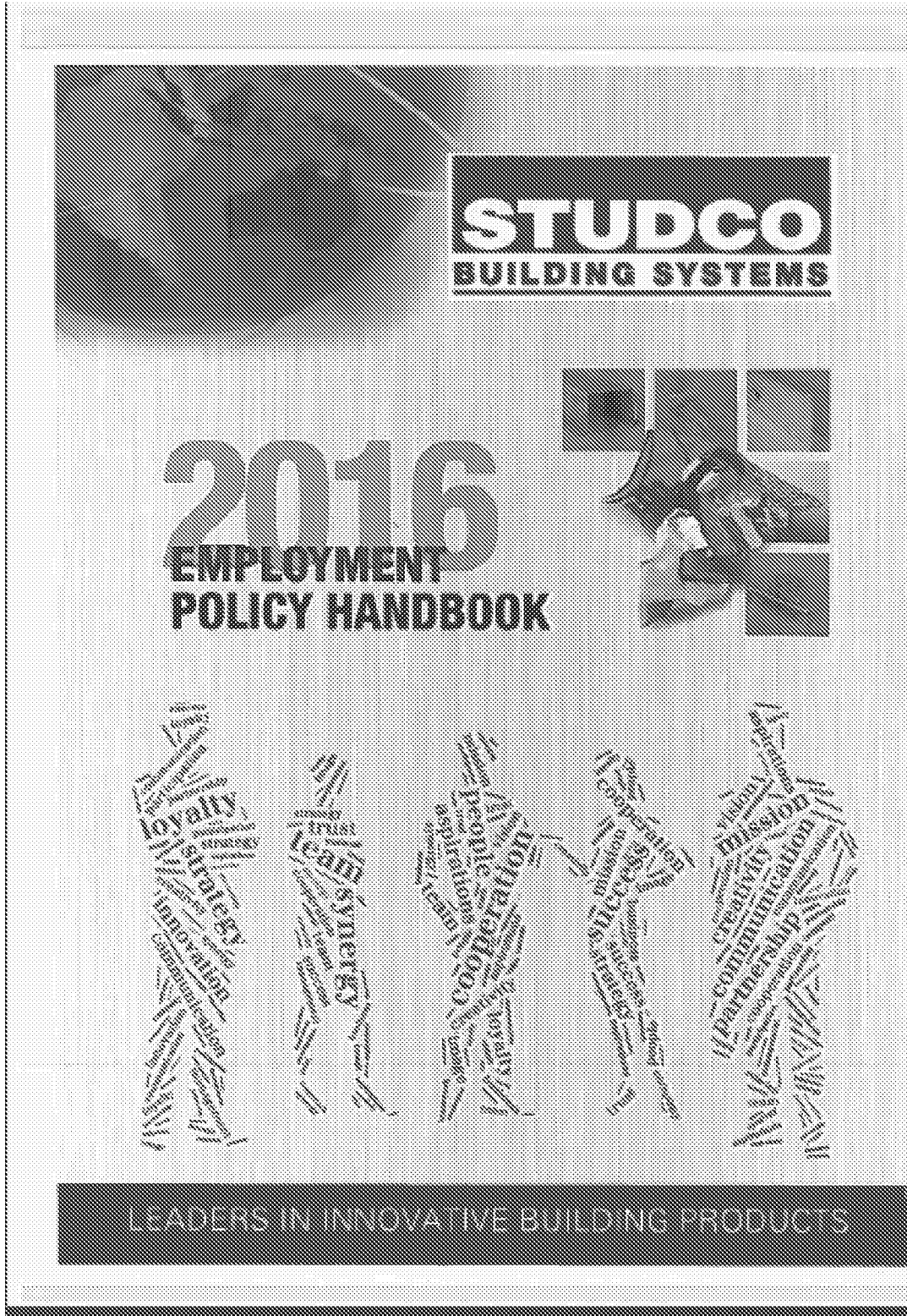
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**IN TESTIMONY WHEREOF**, I authorize and affirm said assignments with the signatures set forth below on the indicated dates.

\_\_\_\_\_ Date: \_\_\_\_\_  
Ben Stevens

\_\_\_\_\_ Date: \_\_\_\_\_  
Nigel Ryan Grimshaw

 \_\_\_\_\_ Date: 09/04/2020 \_\_\_\_\_  
Simon McKechnie



## Definitions

1. 'Company' includes any Related Entity of the Company as defined in the Corporations Act 2001 (Cth).
2. 'Confidential Information' is defined as any confidential or proprietary information provided by the Employer (in any form) to the Employee in connection with his or her employment, including:
  - 2.1. the names, lists or details and any information relating to the business affairs of the clients, customers, potential customers, suppliers or members of the Employer;
  - 2.2. matters of a technical nature, trade secrets, technical data, marketing procedures and information, pricing and/or discount structures, accounting programs and procedures, financial information, strategic and business plans and like information relating to the business of the Employer;
  - 2.3. information relating to the general business, past or present clients, past and present business, financial reports, financing strategies, models, documentation, software, pricing, sources, ideas, procedures, undertakings, concepts, inventions, trade secrets, services, client information and product details;
  - 2.4. information which has been made known to the Employer or its officers, employees or agents in circumstances in which an obligation of confidentiality arose;
  - 2.5. other information which the Employer informed the Employee was confidential or which, if disclosed, the Employee knows or ought reasonably to know, would be detrimental to the Employer; and
  - 2.6. all other information which was imparted to the Employee in circumstances which the Employee knows or ought reasonably to know that the information is confidential to the Employer or any persons with whom the Employer is concerned,
  - 2.7. but excludes any information that is public knowledge or is in the public domain.
  - 2.8. Examples of Confidential Information include, but are not limited to, software (in source or object code form), databases, algorithms, processes, designs, prototypes, methodologies, reports, specifications, information regarding products sold, distributed or being developed by the Company, research and development of systems, processes, know-how and technology utilised by the Company and any other non-public information regarding the Company's current and developing technology; information regarding customers, prospective customers, clients, business contacts, prospective and executed contracts and subcontracts, marketing and/or sales plans, or any other plans and proposals used by the Company in the course of its business, and any non-public or proprietary information regarding the Company or the Company's present or future business plans, financial information, whether any of the foregoing is embodied in hard copy, computer-readable form, electronic or optical form, or otherwise.
3. 'Company Inventions' means all ideas, methodologies, processes, works of authorship, technology, designs, formulas, techniques, know-how, data, trademarks and service marks, trade secrets, copyrights, patents, inventions, discoveries and improvements to any of the foregoing and whether or not patentable, that Employee learns of, conceives, develops or creates alone or with others during the Employee's employment with the Company (whether or not conceived, developed or created during regular working hours) that directly or indirectly arise from or relate to:
  - 3.1. the Company's business, technology, products, software, or services or contemplated business, technology, products, software or services of the Company;
  - 3.2. work or research performed for the Company by Employee or any other Company officer, employee, agent, contractor or subcontractor;
  - 3.3. the use of the Company's products, technology, equipment, software, or time; or
  - 3.4. Confidential Information belonging to the Company or a Company customer.



## **Intellectual Property – Operative Provisions**

12. Whether upon the Company's request or at Employee's initiative, the Employee will promptly disclose to the Company or its designee all Company inventions that the Employee has created, contributed to or knows about, regardless of the nature of that knowledge, and regardless of whether such Company invention, or any aspect of such Company invention, has been described, committed to writing, or reduced to practice, in whole or part, by any other person.

13. The Employee will also disclose to the Company all inventions made, discovered, conceived, reduced to practice, or developed by Employee, either alone or jointly with others, after the termination of the Period of Employment with the Company which resulted, in whole or in part, from Employee's prior employment by the Company.

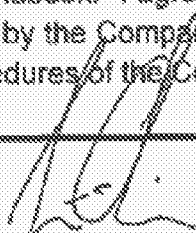
14. The Employee hereby assigns to the Company all worldwide right, title and interest to all Company inventions, which will be the sole and exclusive property of Company, whether or not subject to patent, copyright, trademark or trade secret protection. The consideration for such assignment is the remuneration received by the Employee during his Employment with the Company.

15. The Employee will promptly execute, acknowledge and deliver to the Company all additional instruments or documents that the Company determines, whether during or after Employee's employment with the Company, to be necessary to carry out the intentions of this Agreement. Furthermore, whether during or after Employee's employment with the Company, the Employee or her/his agent will promptly perform any acts deemed necessary or desirable by the Company to assist it in obtaining, maintaining, defending and enforcing any rights and/or assignment of a Company invention.

**EMPLOYEE'S DECLARATION – FILE COPY**

This page is to be completed in duplicate and signed by the employee. The original must be retained by the employee whilst the duplicate will be placed on the employee's personal file.

I declare that I have received a copy of the Employment and Safety Handbook for Employees. I confirm that I have read, fully understand and accept the rules and procedures contained in the Handbook. I agree that the policies and procedures set out in this Handbook be altered by the Company from time to time and I agree to be bound by the Policies and Procedures of the Company as amended.

<i>Signed</i>			
<i>Name (print)</i>	<i>Nigel Glimshaw</i>	<i>Clock No:</i>	<i>1538</i>
<i>Position:</i>	<i>SALES.</i>	<i>Date:</i>	<i>9/5/16.</i>