

PATENT ASSIGNMENT COVER SHEET

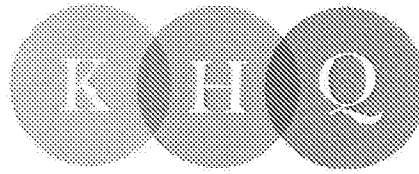
Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6111405

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AVCATECH PTY LTD	03/20/2020
RECEIVING PARTY DATA		
Name:	AVCATECH LABORATORIES PTY LTD	
Street Address:	C/-MATTHEWS STEER, LEVEL 2	
Internal Address:	7 ENGLISH STREET, ESSENDON FIELDS	
City:	VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3041	
PROPERTY NUMBERS Total: 5		
	Property Type	Number
	Patent Number:	8677893
	Patent Number:	9032867
	Application Number:	15745842
	Application Number:	16125997
	Application Number:	16396184
CORRESPONDENCE DATA		
Fax Number:	(303)863-0223	
<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>		
Phone:	3038639700	
Email:	cjacquet@sheridanross.com	
Correspondent Name:	SHERIDAN ROSS P.C.	
Address Line 1:	1560 BROADWAY	
Address Line 2:	SUITE 1200	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	8879MA-3	
NAME OF SUBMITTER:	DOUGLAS W. SWARTZ	
SIGNATURE:	/Douglas W. Swartz/	
DATE SIGNED:	05/18/2020	

Total Attachments: 15

source=Deed_of_IP_Assignment_Avcatech_Pty_Ltd_to_Avcatech_Labs#page1.tif
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L A W Y E R S

IP Assignment Deed

Avcatech Pty Ltd (ACN 633 111 056)

and

Avcatech Laboratories Pty Ltd (ACN 633 111 065)

Date: *March 20, 2020*

KHQ Lawyers
Level 6, 600 Bourke Street
Melbourne VIC 3000
PO Box 597
Collins Street West VIC 3007
#11660

03 9663 9677
contact@khq.com.au
www.khq.com.au

PATENT

REEL: 052690 FRAME: 0233



IP ASSIGNMENT DEED

Details

Parties

Name	Avcatech Pty Ltd
ACN	633 111 056
Address	C/- Matthews Steer, Level 2, 7 English Street, Essendon Fields, VIC 3041
	(Assignor)

Name	Avcatech Laboratories Pty Ltd
ACN	633 111 065
Address	C/- Matthews Steer, Level 2, 7 English Street, Essendon Fields, VIC 3041
	(Assignee)

Date of deed *March 20, 2020*

Terms

Introduction

- A. The Assignor is the owner of the Assigned IP.
- B. The Assignor has agreed to assign, and the Assignee has agreed to accept, the Assigned IP on the terms and conditions of this deed.

It is agreed

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless otherwise indicated by the context:

Assigned IP means all intellectual property and associated rights, including (without limitation) any registered or unregistered trade marks, copyright, patents, designs, circuit layout, trade secrets, confidential information, and know how in or arising in connection with the MAXtend IP, whether created or acquired before or after the date of this deed.

Business means the business trading under the name "MAXtend", which provides controlled atmosphere technology solutions for safe transportation of perishable cargo by sea freight (Services), including by:

IP ASSIGNMENT DEED

- (a) providing software products, applications and technical know-how relating to the Services;
- (b) providing devices and other products which utilise the Services to customers; and
- (c) conducting research and development in respect of improvements to the Services, software products and user interfaces relating to the Services, and in respect of new technologies and other products relating to the Services; and
- (d) participating in projects and collaborations with third parties in respect of the Services.

Business Name means the business name "MAXtend" registered in the Australian Securities and Investments Commission business name index.

Circuit Layout means layout designs or plans of integrated circuits used in computer-generated designs used or developed for use in the Business.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

Confidential Information means any and all information in oral, visual, written, electronic or other form which relates to or concerns the Business, its goods or services or its clients, including any and all relevant:

- (a) know-how or trade secrets;
- (b) Customer Information;
- (c) emails;
- (d) pitches, tenders and marketing plans;
- (e) personal information for the purposes of the Privacy Act 1988 (Cth); or
- (f) information about the business affairs, activities and practices of the parties or their clients.

Copyright means any works or other subject matter in which copyright subsists that is used or has been developed for use in the Business, including:

- (a) any marketing materials, photos and presentations;
- (b) content on the Websites and in files or on servers used exclusively in the Business;
- (c) artwork in any of the above items;
- (d) label artwork and any label designs, patterns and ornamentations; and
- (e) any earlier versions of those works.

Corporations Act means *Corporations Act 2001* (Cth).

Customer Information includes but is not limited to customer names, telephone numbers, addresses, details of prior transactions, email addresses, bank account details, credit card details, payment information and any customer lists of the Business.

Data and Files means the files used in the Business which are stored on databases, servers or accessible via software.



Designs means the registered designs and applications and all unregistered designs, specifications, technical drawings and plans that are used or developed for use in the Business.

Domain Name means <https://www.maxtend.com.au>.

Improvements means all improvements, modifications, variations, new versions, or additions to any of the MAXtend IP and any intellectual property rights subsisting in them.

Inventions means all new, useful, inventive or innovative devices, substances, methods or processes used or developed for use in the Business other than the Patents.

MAXtend IP means the Business Name, Confidential Information, Copyright, Circuit Layout, Data and Files, Domain Name, Inventions, Patents, Software, Website, Designs, Trade Marks, System, and any intellectual property rights subsisting in them.

Non-Assignable IP means any moral rights or any intellectual property or associated rights of any kind constituting, subsisting in, or arising in connection with the Assigned IP that cannot be assigned.

Patents means the patents and patent applications set out in **Schedule 1** of this deed.

Software means the software identified in **Schedule 2** including an amendable version of the source and operational code required to conduct the Business, user manuals, design documents and specifications in respect of those computer programmes and all versions of them.

Trade Marks means the registered and unregistered trade marks set out in **Schedule 3** of this deed.

Website means the website currently located at the Domain Name and any earlier versions of that website.

1.2 Interpretation

In this deed, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this deed;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this deed;
- (d) where any word or phrase is given a definite meaning in this deed, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;

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- (h) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and
 - (i) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body;
- is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2. ASSIGNMENT AND LICENCE

- 2.1 The Assignor hereby wholly and irrevocably assigns to the Assignee all of its current and future rights, title, and interest in and to the Assigned IP (and any Improvements) free from any encumbrances or other third party interests, on and from the date of this deed and then, continuously, on the date on which such right, title, or interest is created (if after the date of this deed), including the right to take action and obtain relief (including injunctions, damages and/or an account of profits) arising in respect of any cause of action relating to the Assigned IP (and any Improvements), or the rights in the Assigned IP (and any Improvements), and to enjoy for the Assignee's own benefit the rewards of such action, whether or not that cause of action arises before or after the date of this deed.
- 2.2 The Assignor hereby grants to the Assignee any and all any waiver, consent or licence necessary to use, modify, reproduce, publish, transmit, destroy, sublicense, transfer, or otherwise deal with any Non-Assignable IP (or material in which any rights constituting the Non-Assignable IP subsist) and any other right in, or component of, the Assigned IP (and any Improvements) that cannot be assigned in accordance with clause 2.1 on a non-exclusive, perpetual, irrevocable, transferable and fully-sublicensable, world-wide, royalty-free basis (including where a relevant action or omission by the Assignee would otherwise constitute an infringement of a person's rights of attribution or integrity, or against false attribution).
- 2.3 The Assignor irrevocably agrees to promptly execute, or procure that the execution of, all documents, forms and authorisations and do, or procure the performance of, all acts and things that the Assignee considers to be necessary or desirable, or may be required by IP Australia or any equivalent agency or organisation in any other jurisdiction in which the Assigned IP subsists, to give effect to the assignment under this deed and to absolutely vest in the Assignee all rights, title and interests in and to the Assigned IP and Non-Assignable IP as contemplated by this deed and where the Assigned IP (and any Improvements) is able to be registered:
 - (a) apply for registration and facilitate the recording of the Assignee as the registered owner of the Assigned IP (and any Improvements);
 - (b) enable the Assignee to apply for and obtain registration as the registered proprietor of the Assigned IP (and any Improvements) and any or all renewals and extensions thereof; and
 - (c) cancel the record of any registered user's interest or any other party's recorded interest in the Assigned IP (and any Improvements).



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2.4 The parties agree that:

- (a) in consideration of the supply of the Assigned IP (and any improvements) and the Non-Assignable IP in accordance with this deed, the Assignee is liable to the Assignor for the amount of \$386,433 (**Consideration**); and
- (b) the Assignee may offset the obligation to pay the Consideration to the Assignor by any amounts due and payable to the Assignee by the Assignor unless otherwise agreed between the parties in writing.

3. WARRANTIES & INDEMNITY

3.1 The Assignor represents and warrants that:

- (a) the Assignor has (or will procure) all necessary right, authority and capacity to enter into, execute, and perform its obligations under this deed (including the grant of assignment and licence); and
- (b) the Assignee's exercise of its rights to Assigned IP and the Non-Assignable IP will not infringe the intellectual property rights or moral rights of any person.

3.2 The Assignor continuously releases and indemnifies the Assignee for and against any loss, cost (including legal costs on a full indemnity basis), damage, claim (including for negligence), or expense suffered or incurred by the Assignee and arising in connection with:

- (a) the Assignor's breach of this deed (including its warranties) or any relevant law, or fraud, negligence, misconduct, or misrepresentation; and
- (b) a claim that the Assigned IP or Non-Assignable IP, or the Assignee's use of the Assigned IP or Non-Assignable IP, infringes any person's rights (including, but not limited to, intellectual property or moral rights) or defames, injures, harms, or offends any person.

4. CONFIDENTIALITY

4.1 Both parties agree to keep confidential the terms of this deed and any information or material provided in connection with this deed and marked, or reasonably presumed to be, confidential (**Confidential Information**). Both parties agree that they will not disclose the Confidential Information unless or until it:

- (a) is or becomes publicly known through no wrongful act of the receiving party;
- (b) is received from a third party without restriction and without breach of any confidentiality obligation to the other party;
- (c) is independently developed by the receiving party; or
- (d) is required by law to be disclosed (provided that the disclosing party is given advance notice of, and an opportunity to contest, any such requirement if possible and permitted by law).

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5. GST

- 5.1 If the whole or any part of any amount payable to the Assignor in connection with this Agreement is the consideration for a taxable supply for which the Assignor is liable to pay GST, the Assignor may charge the Assignee, and the Assignee must pay the Assignor, concurrently with the payment of that amount, an additional amount equal to the GST payable in respect of the taxable supply calculated on the basis that the value of the taxable supply is the amount payable for the taxable supply excluding any GST.
- 5.2 The recovery of consideration for any taxable supply is subject to the Assignor issuing to the Assignee a tax invoice in respect of the supply.
- 5.3 Any reference to a cost or expenses incurred by the Assignor which is payable by the Assignee excludes any amount of GST forming part of the relevant cost or expense when incurred by the Assignor for which the Assignee can claim a full input tax credit.
- 5.4 A word or term defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause 5 where used in connection with the GST imposed under that Act.

6. GENERAL

6.1 Waiver or variation

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
- (i) its future exercise; or
 - (ii) the exercise of any other power or right.
- (c) The variation or waiver of a provision of this deed or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

6.2 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

6.3 Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this deed.

6.4 Counterparts

This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the deed will be the date on which it is executed by the last party.



IP ASSIGNMENT DEED

6.5 Whole agreement

In relation to the subject matter of this deed:

- (a) this deed is the whole agreement between the parties; and
- (b) this deed supersedes all oral and written communications by or on behalf of any of the parties.

6.6 No reliance on warranties and representations

In entering into this deed, each party:

- (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this deed made by any person; and
- (b) has relied entirely on its own enquiries in relation to the subject matter of this deed.

This clause does not apply to warranties and representations that this deed expressly sets out.

6.7 Severance

If any part of this deed is invalid or unenforceable, this deed does not include it. The remainder of this deed continues in full force.

6.8 No merger

Nothing in this deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

6.9 Relationship

Nothing in this deed or its performance may be construed as creating a relationship of joint venture, partnership or agency between the Assignor and the Assignee.



IP ASSIGNMENT DEED

Signing Page

Executed as a deed.

EXECUTED for and on behalf of
Avcatech Pty Ltd (ACN 633 111 056) in
accordance with Section 127(1) of the
Corporations Act 2001 by authority of the
Directors:

Signature of director

Olav Andres Nuñez Sorensen
Name of director (please print)

Signature of secretary/director

SANJAY SAVUR

Name of secretary/director (please print)

EXECUTED for and on behalf of
Avcatech Laboratories Pty Ltd (ACN
633 111 065) in accordance with Section
127(1) of the Corporations Act 2001 by
authority of the Directors:

Signature of director

Olav Andres Nuñez Sorensen
Name of director (please print)

Signature of secretary/director

SANJAY SAVUR

Name of secretary/director (please print)

SCHEDULE 1 - PATENTS

Case List

Family	FPA Ref	Official No.	Title	Status Summary	Case Status	Country	Application Date
PP6588	M50183876	764740	Apparatus for controlled venting of a chamber	Registered	Granted	Australia	19/10/1999
PP6588	M50183881	511678	Apparatus for controlled venting of a chamber	Registered	Granted	New Zealand	19/10/1999
PP6588	M50183897	2001/03889	Apparatus for controlled venting of a chamber	Registered	Granted	South Africa	19/10/1999
PP6588	M50183915	1175353	Apparatus for controlled venting of a chamber	Registered	Validated in designated states	European Patent Convention	19/10/1999
PP6588	M50183982	HK1044321	Apparatus for controlled venting of a chamber	Registered	Granted	Hong Kong	19/10/1999
PP6588	M50183983	BE1175353	Apparatus for controlled venting of a chamber	Registered	Granted	Belgium	19/10/1999
PP6588	M50184016	DE1175353	Apparatus for controlled venting of a chamber	Registered	Granted	Germany	19/10/1999
PP6588	M50184036	ES1175353	Apparatus for controlled venting of a chamber	Registered	Granted	Spain	19/10/1999
PP6588	M50183999	FR1175353	Apparatus for controlled venting of a chamber	Registered	Granted	France	19/10/1999
PP6588	M50184041	GB1175353	Apparatus for controlled venting of a chamber	Registered	Granted	United Kingdom	19/10/1999
PP6588	M51084020	NL1175353	Apparatus for controlled venting of a chamber	Registered	Granted	Netherlands	19/10/1999
PP6588	M50183978	8677893	Apparatus for controlled venting of a chamber	Registered	Granted	United States of America	20/03/2008

 expiry
 Sep 13,
 2026
 (extension
 of
 2521
 days)



IP ASSIGNMENT DEED

2012904 815	M50183421	2922789	Improvements in control of gas composition within a container	Registered	Validated in designated states	European Patent Convention	1/11/2013
2012904 815	M3E292276 9	BE292276 9	Improvements in control of gas composition within a container	Registered	Granted	Belgium	1/11/2013
2012904 815	MCHL29227 89	CHL29227 69	Improvements in control of gas composition within a container	Registered	Granted	Switzerland & Liechtenstein	1/11/2013
2012904 815	MDE292276 9	DE292276 9	Improvements in control of gas composition within a container	Registered	Granted	Germany	1/11/2013
2012904 815	MES292276 9	ES292276 9	Improvements in control of gas composition within a container	Registered	Granted	Spain	1/11/2013
2012904 815	MFR292276 9	FR292276 9	Improvements in control of gas composition within a container	Registered	Granted	France	1/11/2013
2012904 815	MGB292276 9	GB292276 9	Improvements in control of gas composition within a container	Registered	Granted	United Kingdom	1/11/2013
2012904 815	MLU292276 9	LU292276 9	Improvements in control of gas composition within a container	Registered	Granted	Luxembourg	1/11/2013
2012904 815	MMC292276 9	MC29227 69	Improvements in control of gas composition within a container	Registered	Granted	Monaco	1/11/2013
2012904 815	MNL292276 9	NL292276 9	Improvements in control of gas composition within a container	Registered	Granted	Netherlands	1/11/2013
2012904 815	M501837E3	20133378 13	Improvements in control of gas composition within a container	Registered	Granted	Australia	1/11/2013
2012904 815	M50183769	15110856 5	Improvements in control of gas composition within a container	Pending	Awaiting grant recordal	Hong Kong	1/11/2013
PP6589	M50183748	9032867	Method for controlled venting of a chamber	Registered	Granted	United States of America	4/03/2014



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2014900 568	MS0183808	20143839 04	Data communication device and method	Pending	Accepted	Australia	5/09/2014
2014900 568	MS0183829	724259	Data communication device and method	Pending	Under examination	New Zealand	5/09/2014
2014900 568	MS0183834	14683242 1	Data communication device and method	Registered	Validated in designated states	European Patent Convention	5/09/2014
2014900 568	MBE310846 5	BE310846 5	Data communication device and method	Registered	Granted	Belgium	5/09/2014
2014900 568	MCHL31084 65	CHL31084 65	Data communication device and method	Registered	Granted	Switzerland & Liechtenstein	5/09/2014
2014900 568	MDE310846 5	DE310846 5	Data communication device and method	Registered	Granted	Germany	5/09/2014
2014900 568	MES310846 5	ES310846 5	Data communication device and method	Pending	Validation in progress	Spain	5/09/2014
2014900 568	MFR310846 5	FR310846 5	Data communication device and method	Registered	Granted	France	5/09/2014
2014900 568	MGB310846 5	GB310846 5	Data communication device and method	Registered	Granted	United Kingdom	5/09/2014
2014900 568	MIE3108465	MIE31084 65	Data communication device and method	Registered	Granted	Ireland	5/09/2014
2014900 568	MLU310846 5	LU310846 5	Data communication device and method	Registered	Granted	Luxembourg	5/09/2014
2014900 568	MNL310846 5	NL310846 5	Data communication device and method	Registered	Granted	Netherlands	5/09/2014
2014900 568	MS0183855	17103008 5	Data communication device and method	Pending	Application filed	Hong Kong	5/09/2014

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2015902 983	M50193682	20163002 15	Monitoring state of produce within transport containers	Pending	Application filed	Australia	26/07/2016
2015902 983	M50193716	16829496 5	Monitoring state of produce within transport containers	Pending	Under examination	European Patent Convention	26/07/2016
2015902 983	M50193698	739082	Monitoring state of produce within transport containers	Pending	Application filed	New Zealand	26/07/2016
2015902 983	M50193721	15745842	Monitoring state of produce within transport containers	Pending	Application filed	United States of America	26/07/2016
2015902 983	M50193700	18115492 1	Monitoring state of produce within transport containers	Pending	Application filed	Hong Kong	26/07/2016
2012904 815	M50183860	20172251 00	Improvements in control of gas composition within a container	Pending	Under examination	Australia	8/08/2017
2014900 568	M53000546	16/125857	Data communication device and method	Pending	Application filed	United States of America	10/09/2018
2018900 345	M53016913	PCT/AU20 19/050982	Transport container with gas selective membrane exhaust	Pending	Application filed	Patent Cooperation Treaty	5/02/2019
2012904 815	M53029354	16/396184	Improvements in control of gas composition within a container	Pending	Application filed	United States of America	26/04/2019
2018900 149	M53043706	PCT/AU20 19/050910	Membrane apparatus and method for use in shipping container	Pending	Application filed	Patent Cooperation Treaty	27/08/2019

5-Sep-
19

Doc ID 10002720255


SCHEDULE 2 - SOFTWARE

Group	Asset
Software	MAXTEND - MYOB SOFTWARE
	MXTND WEBSITE UPDATE (EXTEND GRAPH FUNCTION)
	MXTND - ADOBE ACROBAT ST 11 MP LVL 3 IE SHP (EU)
	MXTND - SOFTWARE FOR SHIPPING ORDER SYSTEM & SUPPORT
	MXTND - ADOBE ACROBAT STD 11 SLPC
	MXT NITRO PDF LICENSES MLAM
Website	MAXTEND OPERATIONS WEBSITE
	MAXTEND OPERATIONS WEBSITE VARIATIONS & ENHANCEMENTS
	MAXTEND OPERATIONS WEBSITE STAGE 2
	TRACKING AND DATABASE INSTALLATION - PRIMARY SERVER
	MXTND TRACKING SOFTWARE
	MAXTEND TRACKING WEBSITE - INITIAL SETUP PHASE 1
	MAXTEND TRACKING WEBSITE - INITIAL SETUP - PHASE 2
	MAXTEND TRACKING WEBSITE - UPGRADE
	MAXTEND TRACKING WEBSITE - ENHANCEMENTS - PART 1
	MAXTEND TRACKING WEBSITE - ENHANCEMENTS - PART 2
	MAXTEND TRACKING WEBSITE - VARIATIONS
	MAXTEND TRACKING WEBSITE - ENHANCEMENTS - PART 3
	MAXTEND TRACKING WEBSITE - INITIAL SETUP PHASE 3
	MAXTEND TRACKING WEBSITE - UPGRADE 2
	MAXTEND TRACKING WEBSITE - UPGRADE 3
	MAXTEND TRACKING WEBSITE - ENHANCEMENTS - PART 3
	MAXTEND TRACKING WEBSITE - ENHANCEMENTS - PART 4
	MAXTEND TRACKING WEBSITE - ENHANCEMENTS - PART 5
	MXTD WEBSITE WORK
	MAX SSL CERTIFICATE



IP ASSIGNMENT DEED

SCHEDULE 3 - TRADE MARKS

Description	Date	Number	Status
MAXTEND	18-02-99	786050	Registered
	N/A	N/A	Unregistered