

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6209694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES BENJAMIN MCHUGH	06/26/2013
ERIC WILLIAM NETTLETON	06/27/2013
RECEIVING PARTY DATA	
Name:	TECHNOLOGICAL RESOURCES PTY LTD
Street Address:	360 COLLINS STREET
Internal Address:	LEVEL 7
City:	MELBOURNE
State/Country:	AUSTRALIA
Postal Code:	3000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16932028
CORRESPONDENCE DATA	
Fax Number:	(202)824-3001
<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:	(202) 824-3000
Email:	bwptopat@bannerwitcoff.com, mreed@bannerwitcoff.com
Correspondent Name:	BANNER & WITCOFF, LTD.
Address Line 1:	1100 13TH ST. NW
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Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	009097.00004
NAME OF SUBMITTER:	SUSAN A. WOLFFE
SIGNATURE:	/Susan A. Wolffe/
DATE SIGNED:	07/21/2020
Total Attachments: 5	
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DEED OF ASSIGNMENT AND CONFIRMATION – Local client, provisional stage, from employee

THIS DEED is entered into on the date on which it is last signed by a party
between the party named in item 1 of the **Schedule (Inventors)**
and the party named in item 2 of the **Schedule (Assignee)**

BACKGROUND

- A. The Inventors have made an inventive contribution to the invention described in the applications set out in item 3 of the **Schedule (Applications)**.
- B. Pursuant to a pre-existing legal relationship (by way of employment, contract or otherwise) between the Inventors and the Assignee, the Assignee has acquired all of the Inventors' right, title and interest whatsoever and wherever subsisting in the world in the Application and any invention described in the Application (**Invention**), save, if applicable, for any Residual Interest (as defined below).
- C. The parties wish to enter into this deed to record the Assignee's rights in respect of the Invention.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, the following terms have the following meanings.

Assigned Rights means all of the following rights subsisting in the world to the extent arising from the Inventors' inventive contribution to the Invention:

- (a) all rights in the Invention and the Application;
- (b) any rights to file any Corresponding Application and any rights arising from any such filing;
- (c) any rights to file any Related Application and any rights arising from any such filing;
- (d) any rights to claim priority from the Application and any Corresponding Application;
- (e) any rights to be granted patents in respect of the Invention, the Application, any Corresponding Application and any Related Application and all rights arising from any such patent;
- (f) any rights to sue for infringement of any of the rights described in paragraphs (a)-(e) above, occurring prior to the date of this Deed; and
- (g) any additional rights outlined in item 4 of the **Schedule**.

Corresponding Application means an application anywhere in the world for a patent made in respect of the Invention and includes an application which claims priority from the Application such as an application made under the Patent Cooperation Treaty, an application made under the Paris Convention, or a complete or non-provisional application.

Related Application means any application based on any Corresponding Application such as a divisional application, a continuation application or a continuation-in-part application.

Residual Interest means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Application and the Invention which has not been acquired by the Assignee as at the date of this Deed.

1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression **person** includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any **party** to this document will include the party's legal successor (including executors and administrators) and permitted assigns; and
- (h) all Schedules of, and Annexures to, this document form part of this document.

2. ASSIGNMENT AND CONFIRMATION

- (a) To the extent that the Inventors retain any Residual Interest in the Assigned Rights, the Inventors assign all right, title and interest whatsoever and wherever subsisting in the Residual Interest to the Assignee, absolutely and free of any encumbrances, such Residual Interest hereafter forming part of the Assigned Rights acquired by the Assignee.
- (b) The Inventors confirm that the Assignee has acquired all right, title and interest whatsoever and wherever subsisting in the Assigned Rights, absolutely and free of any encumbrances.

3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED

The Inventors warrant to the Assignee that:

- (a) the Inventors have not granted or assigned (or agreed to grant or assign) and will not purport or agree to grant or assign any rights of any nature in any of the Assigned Rights to any third party whatsoever; and
- (b) the Inventors have not granted or agreed to grant and will not purport or agree to grant any licence under any of the Assigned Rights.

4. FURTHER ASSURANCES

The Inventors undertake, at the expense, and upon request, of the Assignee, to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights (including prosecution, maintenance, defence and enforcement of the Application,

any Corresponding Application or Related Application or any patent or other registered right).

Without limiting the preceding sentence, the Inventors irrevocably and unconditionally appoints the Assignee as its agent and attorney to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights.

5. GENERAL

- (a) This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) This Deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (f) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Background.
- (g) This Deed will be binding on, and enure for the benefit of each of the parties and their respective successors in title and permitted assigns.

EXECUTED AS A DEED

Signed, sealed and delivered by Charles Benjamin McHugh in the presence of

C. McHugh
Signature

26/06/2013
Date

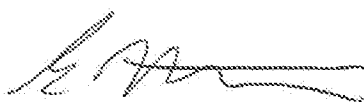
CHARLES MCHUGH
Name (print)

Melior Capor
Witness signature

26/6/2013
Date

MELIOR CAPOR
Witness name (print)

Signed, sealed and delivered by Eric William Nettleton in the presence of



Signature

27/6/13

Date

ERIC NETTLETON

Name (print)



Witness signature

27/6/13

Date

MELINDA COOPER

Witness name (print)

Signed for and on behalf of Technological Resources Pty Ltd in accordance with section 127 of the Corporations Act 2001



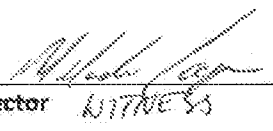
Company Secretary/Director ATTORNEY

9 JULY 2013

Date

CARLA DEHENHARDT

Name (print)



Director WITNESS

9/7/2013

Date

MELINDA COOPER

Name of Director (print)

SCHEDULE

1. **Inventors -** Charles Benjamin McHugh, of C/- Technological Resources Pty Ltd, 123 Albert Street, Brisbane, Queensland, 4000, Australia
Eric William Nettleton, of C/- Technological Resources Pty Ltd, 123 Albert Street, Brisbane, Queensland, 4000, Australia
2. **Assignee -** Technological Resources Pty Ltd, ACN 002 183 557, of 123 Albert Street, Brisbane, Queensland, 4000 Australia
3. **Applications –** No: 2012904622 Australia Filing Date: 23 October 2012
Title: "A system for, and a method of, controlling charging of a blast hole with explosives"

No: 2012904004 Australia Filing Date: 13 September 2012
Title: "A system for, and a method of, controlling operation of a vehicle in a defined area"

No: 2013901627 Australia Filing Date: 8 May 2013
Title: "A method of, and a system for, controlling a drilling operation"
4. **Additional Rights -** Any of the following rights the Inventors may have in relation to the Invention or Applications, to the extent any such rights are assignable at law:
 - (a) rights under section 24 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia and any country providing for a grace period;
 - (b) rights under section 119 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia or any other country providing for prior use rights; and
 - (c) rights under section 70 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia and any country providing for extension of term or Supplementary Protection Certificate.