

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6276915

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AUCKLAND UNISERVICES LIMITED	06/16/2020
RECEIVING PARTY DATA		
Name:	ENPOT HOLDINGS LIMITED	
Street Address:	173 SPEY STREET	
City:	INVERCARGILL	
State/Country:	NEW ZEALAND	
Postal Code:	9810	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	7901617	
Patent Number:	8778257	
Patent Number:	9234704	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	gtipmail@gtlaw.com	
Correspondent Name:	GREENBERG TRAURIG LLP (GT)	
Address Line 1:	77 WEST WACKER DRIVE, SUITE 3100	
Address Line 2:	INTELLECTUAL PROPERTY DEPARTMENT	
Address Line 4:	CHICAGO, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:	058157-015402	
NAME OF SUBMITTER:	ANDREW B. SCHWAAB	
SIGNATURE:	/Andy Schwaab/	
DATE SIGNED:	08/31/2020	
Total Attachments: 6		
source=190309_2020-06-24 Deed of Assignment AUL EPL signed (1) 9036435 1 #page1.tif		
source=190309_2020-06-24 Deed of Assignment AUL EPL signed (1) 9036435 1 #page2.tif		
source=190309_2020-06-24 Deed of Assignment AUL EPL signed (1) 9036435 1 #page3.tif		
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

EFFECTIVE DATE OF ASSIGNMENT: 29 November 2019

PARTIES

- (1) **AUCKLAND UNISERVICES LIMITED**, company number 373821, a company organised under the laws of New Zealand, at Level 10, 70 Symonds Street, Auckland, New Zealand (**UniServices**)
- (2) **ENPOT HOLDINGS LIMITED**, company number 7815158, a company organised under the laws of New Zealand, at Findex, 173 Spey Street, Invercargill, 9810, New Zealand (**Assignee**)

BACKGROUND

B Under a *Sale and Purchase of Intellectual Property Agreement* entered into on or about 24 July 2019 (**Sale and Purchase Agreement**), UniServices agreed to assign to Energia Potior Limited or its nominee the Intellectual Property Assets.

C The parties wish to confirm that assignment to Energia Potior Limited's nominee, EnPot Holdings Limited, by entering into this *Deed of Assignment of Intellectual Property*.

EXECUTED

SIGNED and DELIVERED as a
DEED for and on behalf of **ENPOT**
HOLDINGS LIMITED by:

Signature of Authorised Signatory (1)

Karuna Young

Name of Authorised Signatory

MANAGING DIRECTOR

Title of Authorised Signatory

16-6-20

Date

Signature of Authorised Signatory (2)

TERENCE YOUNG

Name of Authorised Signatory

DIRECTOR

Title of Authorised Signatory

16-06-2020

Date

**SIGNED and DELIVERED as a
DEED for and on behalf of
AUCKLAND UNISERVICES
LIMITED by:**

W Charles
Signature of Authorised Signatory (1)

WILLIAM CHARLES
Name of Authorised Signatory

EXECUTIVE DIRECTOR COMMERCIALISATION
Title of Authorised Signatory

15th June 2020
Date

[Signature]
Signature of Witness

Head of Intellectual Property Legal
Occupation of Witness

16E Eaglehurst Road, Ellerslie, AUK
Address of Witness

15 June 2020
Date

GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed:

Deed means this deed of assignment of intellectual property, including the execution page, these General Terms and the Appendix.

Intellectual Property Assets The patents and trade marks (including any applications for registration) listed in the Appendix, together with the EnPot Calculator App (as defined in the Sale and Purchase Agreement), and all other rights, title and interest (including Intellectual Property Rights) owned by UniServices and subsisting (as at 29 November 2019) in the inventions and, marks, works and designs the subject of those listed items, but excluding any copyright in any academic publications and teaching materials in connection with the foregoing.

Intellectual Property Rights means any and all rights to and interests in or protecting (anywhere in the world) any industrial or intellectual property of any kind, whether or not in a material form, including copyright, trade marks, design rights, patents (or similar), all rights relating to confidential information, names, brands, inventions, discoveries, works, data, databases, designs, circuit layouts, any right to apply for registration of any such rights, any right to claim priority under International convention for any such applications and all rights conferred by such applications or registrations.

Sale and Purchase Agreement has the meaning given in paragraph B of the *Background* section on the cover page of this Deed.

1.2. In this Deed:

- (a) where the context permits, the singular includes the plural and vice versa;
- (b) references to legislation include all subordinate legislation, any re-enactment of, or amendment to, that legislation and all legislation passed in substitution for that legislation;

(c) references to a **person** include an individual, firm, company, corporation or un-incorporated body of persons, any public, territorial or regional authority, or any government, and any agency of any such authority or government; and

(d) **including** and like terms mean **including, without limitation**.

2. ASSIGNMENT

- 2.1. With effect from the effective date of assignment set out at the head of this Deed, and to the extent not already effected, UniServices assigns to the Assignee all of its rights, title and interest in the Intellectual Property Assets.
- 2.2. The assignment in clause 2.1 includes the right for the Assignee to sue or bring proceedings against any third party for infringement of any of the Intellectual Property Assets (whether the infringement occurs before, on or after the effective date of assignment) and the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this Deed.

3. WARRANTIES

- 3.1. Each party warrants to the other that it has full power and capacity to execute, deliver, and perform its obligations under, this Deed.
- 3.2. In addition to the foregoing, UniServices warrants to the Assignee that, at the date at which the assignment of the Intellectual Property Assets took, or takes, effect, all the Intellectual Property Assets were (immediately prior to the assignment) the property of UniServices.
- 3.3. To the maximum extent permitted by law, UniServices' warranties are limited to those expressly set out in clause 3.1 and 3.2 and all other conditions, guarantees and warranties in connection with this Deed and the Intellectual Property Assets whether express or implied are expressly excluded.

3.4. Without limiting clause 3.3, UniServices makes no representation or warranty that:

- (a) any patent or other registrable right in connection with the Intellectual Property Assets will issue or be valid;
- (b) the use or exploitation of any of the Intellectual Property Assets will not infringe the Intellectual Property Rights of any person; or
- (c) any of the Intellectual Property Assets are suitable for any purpose (including any particular purpose).

4. GENERAL

- 4.1. The parties must each sign all further documents, pass all resolutions and do all further things as may be necessary or desirable to give effect to this Deed.
- 4.2. If any provision of this Deed is or becomes invalid, unenforceable or illegal, the provision is deemed to be severed and will not affect the validity, enforceability or legality of the remainder of this Deed.

4.3. No waiver of any right under this Deed is effective unless in writing and signed by the waiving party.

4.4. No variation to this Deed is effective unless in writing and signed by an authorised signatory of each party.

4.5. The parties are independent contracting parties. No other relationship (including joint venture, employment, agency, trust or partnership) arises between the parties under this Deed.

4.6. Provided properly executed, this Deed is deemed delivered for the purposes of s 9 of the Property Law Act 2007 on the date set out at the head of this Deed.

4.7. This Deed shall be governed and construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.


4.8. This Deed may be executed in two or more counterparts, each of which is deemed an original and all of which constitutes the same Deed. A party may enter into this Deed by signing and sending (including by email) a counterpart copy to the other party.

APPENDIX

Patents/Patent Applications

Shell Heat Exchanger (EnPot) Patents/Applications - Tech ID 1013699				
Appln/Pat No.	Country	Priority Date	Filing Date	Status
7901617	US	18/05/2004	16/05/2005	Granted
8778257	US Continuation	18/05/2004	16/05/2005	Granted
9234704	US Continuation	18/05/2004	16/05/2005	Granted
2005242903	Australia	18/05/2004	16/05/2005	Granted
2566136	Canada	18/05/2004	16/05/2005	Granted
551007	NZ	18/05/2004	16/05/2005	Granted
1751486	European	18/05/2004	16/05/2005	Granted
1751486	German	18/05/2004	16/05/2005	Granted
E05748002	Spain	18/05/2004	16/05/2005	Granted
1751486	France	18/05/2004	16/05/2005	Granted
20170402538	Greece	18/05/2004	16/05/2005	Granted
1751486	Iceland	18/05/2004	16/05/2005	Granted
1751486	Romania	18/05/2004	16/05/2005	Granted
1751486	Slovenia	18/05/2004	16/05/2005	Granted
1751486	Slovakia	18/05/2004	16/05/2005	Granted
839/2006	UAE	18/05/2004	16/05/2005	Under examination
PI0511273-7	Brazil	18/05/2004	16/05/2005	Granted

Trade Marks

Shell Heat Exchanger (EnPot) Trademarks - Tech ID 32507				
Registration No.	Country	Priority/Filing Date	Mark	Status
1024471	NZ	30/07/2015	ENPOT logo (series application) in class 11 	Registered
1024470	NZ	30/07/2015	ENPOT word mark in class 11	Registered