

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6359399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KVINNO CENTRE PTY LTD.	09/26/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PAMAROE PTY LIMITED
<b>Street Address:</b>	LEVEL 2, 180 FLINDERS STREET
<b>City:</b>	ADELAIDE
<b>State/Country:</b>	AUSTRALIA
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8753372
<b>Patent Number:</b>	10426594
<b>Application Number:</b>	16548331
<b>Application Number:</b>	16784603
<b>Application Number:</b>	16561863
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)684-3999
<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>	212-684-3900
<b>Email:</b>	spiperno@grr.com
<b>Correspondent Name:</b>	MITCHELL S. FELLER
<b>Address Line 1:</b>	GOTTLIEB, RACKMAN & REISMAN, P.C.
<b>Address Line 2:</b>	270 MADISON AVENUE, 8TH FLOOR
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10016-0601
<b>ATTORNEY DOCKET NUMBER:</b>	4150-006CON3
<b>NAME OF SUBMITTER:</b>	MITCHELL S. FELLER
<b>SIGNATURE:</b>	/Mitchell S. Feller, Reg. No. 42,530/
<b>DATE SIGNED:</b>	10/20/2020
<b>Total Attachments: 9</b>	
source=AMF-263821-1-28-1 Deed of Assignment of Intellectual Property dated 26 September 2019#page1.tif	
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source=AMF-263821-1-28-1 Deed of Assignment of Intellectual Property dated 26 September 2019#page6.tif  
source=AMF-263821-1-28-1 Deed of Assignment of Intellectual Property dated 26 September 2019#page7.tif  
source=AMF-263821-1-28-1 Deed of Assignment of Intellectual Property dated 26 September 2019#page8.tif  
source=AMF-263821-1-28-1 Deed of Assignment of Intellectual Property dated 26 September 2019#page9.tif

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

Kvinno Centre Pty Limited

Pamarope Pty Limited as trustee for the Pamarope Unit Trust

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## Deed of Assignment of Intellectual Property

Date

26 SEPTEMBER

2019

### Parties

1. **Kvinno Centre Pty Limited ACN 001 041 587** of Unit 3, 93 Elizabeth Bay Road, Elizabeth Bay, New South Wales ('**Kvinno Centre**')
2. **Pamarope Pty Limited ACN 636 158 051** c/- Moore Stephens (SA) Pty Limited ACN 092 012 694, Level 2, 180 Flinders Street, Adelaide, South Australia **as trustee for the Pamarope Unit Trust ('Pamarope')**

### Background

- A. Kvinno Centre is the owner of the Intellectual Property.
- B. Kvinno Centre has agreed to assign to Pamarope all of its rights, title and interest in and to the Intellectual Property on the terms and conditions set out in this Deed.

### The parties agree

#### 1. Definitions

In this Deed unless the contrary intention appears:

- 1.1 '**Business Day**' means any day that banks are generally open for business in Adelaide but not a Saturday, Sunday or a public holiday pursuant to the *Holidays Act 1910* (SA);
- 1.2 '**Confidential Information**' means any information in any form passing from one party to the other (whether deliberately or inadvertently) and including:

- 1.2.1 any information passing from the personnel of the disclosing party;
- 1.2.2 any information relating to this document, its subject matter, any negotiations or transactions contemplated or provided for in this Deed; and
- 1.2.3 any information regarding the previous, current or future business interests, operations or affairs of any party or any of its related corporations or of any person or entity with which that party may deal or be concerned,

but excluding any information that the receiving party can establish:

- 1.2.4 is in the public domain other than through disclosure in breach of this Deed;
- 1.2.5 is independently developed by the receiving party; or

1.2.6 is received by the receiving party from a third party who is not bound by obligations of confidence in relation to the information;

1.3 '**Deed**' means this deed;

1.4 '**Improvements**' means all created or developed improvements, enhancements, developments or modifications to the Technology or the Intellectual Property;

1.5 '**Intellectual Property**' means any and all intellectual and industrial property rights anywhere in the world whether or not existing and whether or not registered or registrable (including present and future intellectual property rights) relating to the Technology including (but not limited to) the Patents, Confidential Information, know-how (including methods of manufacture and production processes), business names, domain names, company names, copyright, patents, trade or service marks, designs, eligible layouts and circuit layouts (whether registered or unregistered), software, software programs and source code, all improvements developed or created by Kwinno Centre, and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions;

1.6 '**Patents**' means the specifications and claims for letters patent and applications (including provisional applications) for letters patent specified in set out in **annexure A**, including all complete, divisions, continuations, renewals and patents granted anywhere in the world and at any time in respect of the Technology, whether granted pursuant to the aforementioned applications or otherwise, and including the right to apply for registration for any such rights; and

1.7 '**Technology**' means an anchoring device and the implementation thereof, and includes the inventions specified and described in the Patents and any and all improvements and modifications thereof.

## 2. **Interpretation**

In this Deed unless the contrary intention appears:

2.1 a reference to a **clause** or **annexure** is to a clause of or annexure to this Deed;

2.2 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;

2.3 mentioning anything after **include**, **includes** or **including** does not limit what else might be included;

2.4 a reference to a **person** that comprises two or more persons means those persons jointly and severally;

2.5 the **headings** are for convenience only and do not affect the interpretation of this Deed;

2.6 a reference to **dollars** means Australian dollars;

2.7 a reference to **time** means South Australian time;

2.8 the **Background** is correct and forms part of this Deed.

3. **Consideration and Assignment**

In consideration for the payment by Pamarope to Kvinno Centre of \$1 (inclusive of GST) Kvinno Centre assigns to Pamarope:

- 3.1 the benefit of the Intellectual Property; and
  - 3.2 all rights, title and interest in the Intellectual Property,
- effective on and from the date of this Deed.

4. **Further action**

- 4.1 Kvinno Centre must do all acts and execute all documents necessary to transfer title to the Intellectual Property to Pamarope.
- 4.2 If Kvinno Centre defaults on its obligations set out in **clause 4.1**, Kvinno Centre appoints Pamarope as Kvinno Centre's attorney for the purpose of completing those obligations.

5. **Delivery of documents**

Kvinno Centre must deliver up to Pamarope on request all certificates of title, papers, plans, reports and items in relation to the Intellectual Property and all the rights agreed to be assigned pursuant to this Deed.

6. **Warranties**

- 6.1 Kvinno Centre warrants to Pamarope that:
  - 6.1.1 neither the execution of this Deed nor the performance by the Kvinno Centre of its obligations will cause the Kvinno Centre to be in breach of any agreement to which it is a party or is subject;
  - 6.1.2 each of the Patents is presently subsisting, and the particulars of each as set out in **annexure A** are true and correct;
  - 6.1.3 Kvinno Centre has full right and title to the Intellectual Property;
  - 6.1.4 Kvinno Centre was entitled to make all intellectual property applications which it has made;
  - 6.1.5 all such intellectual property applications have been made in the prescribed form and the prescribed manner;
  - 6.1.6 Kvinno Centre has not granted any licences or other user rights to any person in relation to any rights, title or interest in the Intellectual Property;
  - 6.1.7 Kvinno Centre has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over the Kvinno Centre's rights, title and interest in the Intellectual Property;
  - 6.1.8 the use by Pamarope and any sublicensee of the Pamarope of the intellectual Property will not infringe any patent or other intellectual property rights of any person, nor give rise to payment by Pamarope or any sublicensee of

Pamarope of any royalty to any third party or to any liability to pay compensation; and

6.1.9 Kvinno Centre is not aware of any fact by which the Intellectual Property may be declared invalid, or any claim by which the Intellectual Property should be amended.

6.2 Kvinno Centre indemnifies Pamarope against any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with any breach by Kvinno Centre of any of the representations, warranties or undertakings contained in **clause 6.1**.

**7. Goods and Services Tax**

**7.1 Interpretation**

The terms used in this **clause 7** have the same meanings as those terms and phrases in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**7.2 GST exclusive**

The amount payable for any taxable supply made under or in accordance with this Deed is exclusive of GST.

**7.3 GST inclusive**

The amount payable for any taxable supply made under or in accordance with this Deed shall be increased by the rate of GST imposed by law.

**7.4 Tax invoice**

A party making a taxable supply under or in accordance with this Deed must give to the party receiving the taxable supply a tax invoice. The tax invoice must be given at the same time payment is received or if that is not practicable, within five Business Days of receiving payment.

**8. General**

**8.1 Amendment**

This Deed may not be amended or supplemented except by a written document executed by all parties.

**8.2 Assignment**

The rights and obligations of each party under this Deed are personal and cannot be assigned, charged or otherwise dealt with, without the prior written consent of all parties.

**8.3 Counterparts**

8.3.1 This Deed and any document required by this Deed may be executed in any number of counterparts each of which is taken to be an original. Where a party to this Deed requires more than one person to sign on behalf of that



party, then those persons may execute this Deed in any number of counterparts, each of which is taken to be an original.

8.3.2 An executed counterpart may be delivered by facsimile or email.

**8.4 Entire agreement**

This Deed records the entire agreement between the parties as to its subject matter. Any prior negotiations, agreements, arrangements, representations and understandings related to the subject matter of this Deed are superseded by this Deed.

**8.5 Further assurance**

Each party must promptly execute all documents and do all things that another party reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

**8.6 Governing law**

This Deed is governed by the laws of South Australia and the Commonwealth of Australia.

**8.7 Jurisdiction**

The parties submit to the jurisdiction of the Courts of South Australia and the Commonwealth of Australia. Any proceeding brought in the Federal Court of Australia must be instituted in its South Australia District Registry

**8.8 No merger**

The rights and obligations of the parties will not merge on completion of any transaction under this Deed or upon the execution of any other agreement or other document in connection with the subject matter of this Deed.

**8.9 Preservation of rights**

All rights under this Deed are in addition to and do not abrogate, limit or reduce any other rights that party may have.

**8.10 Relationship**

Unless otherwise specified nothing in this Deed creates a relationship of principal and agent, employer and employee, partnership or joint venture between the parties.

**8.11 Severance**

Any provision of this Deed that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Deed but only to the extent necessary to avoid that effect. All other provisions of this Deed continue to be valid and enforceable.

**8.12 Waiver**

A right or obligation under this Deed cannot be waived except by a document executed by the party waiving that right or obligation and specifying the waiver.

**8.13 Lack of Formality**

This Deed is intended to take effect as a deed notwithstanding any lack of formality.

**9. Costs**
**9.1 Legal costs**

Each party must bear its own legal and other costs in relation to the negotiation, preparation and execution of this Deed and any document required by this Deed.

**9.2 Government fees**

Pamarope must pay all registration fees and any other fees charged by any government authority or body in respect of this Deed and any document required by this Deed.

**Executed as a deed**

**Executed for and on behalf of Kvinno Centre Pty** )  
**Limited ACN 001 041 587** by its duly authorised )  
 officers without affixing the Common Seal )  
 pursuant to Section 127 of the *Corporations Act* )  
*2001* (Cth) )

P. M. Petros  
 Signature of Director

PATRICIA MARGARET PETROS  
 Name of Director

P. M. Petros  
 Signature of Director/Secretary

PATRICIA MARGARET PETROS  
 Name of Director/Secretary

**Executed for and on behalf of Pamarope Pty** )  
**Limited ACN 636 158 051 as trustee for the** )  
**Pamarope Unit Trust** by its duly authorised )  
 officer without affixing the Common Seal )  
 pursuant to Section 127 of the *Corporations Act* )  
*2001* (Cth) )

[Signature]  
 Signature of Sole Director and Sole Secretary

PAUL ANDREW ZACON  
 Name of Sole Director and Sole Secretary

**Annexure A****Patents**

(clause 1.6)

COUNTRY	PATENT NUMBER
Australia	2003250581
Canada	2,495,105
China	489029
Eurasia	7116
France	1545351
Germany	1545351
Turkey	1545351
Israel	166942
Japan	4875362
New Zealand	538131
Sth Korea	10-1013653
Singapore	110477
Sth Africa	2005/1235
USA - Device	8,753,372
USA - Method	10,426,594
US Patent Application*	App No. US 16/548,331

\*Divisional of US Patent Application 10,426,594