

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6547797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KEMPLANT R&D PTY LIMITED	11/16/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NOVALITH TECHNOLOGIES PTY LTD
<b>Street Address:</b>	LEVEL 20, 1 MARKET STREET
<b>Internal Address:</b>	C/- ECOVIS CLARK JACOBS
<b>City:</b>	SYDNEY
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	NSW 2000
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16490243
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(515)288-1338
<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>	515-288-3667
<b>Email:</b>	patatty@ipmvs.com
<b>Correspondent Name:</b>	MCKEE, VOORHEES & SEASE, PLC
<b>Address Line 1:</b>	801 GRAND AVENUE
<b>Address Line 2:</b>	SUITE 3200
<b>Address Line 4:</b>	DES MOINES, IOWA 50309-2721
<b>ATTORNEY DOCKET NUMBER:</b>	P13049US00
<b>NAME OF SUBMITTER:</b>	JONATHAN L. KENNEDY
<b>SIGNATURE:</b>	/Jonathan L. Kennedy/
<b>DATE SIGNED:</b>	02/11/2021
<b>Total Attachments: 14</b>	
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## IP Assignment Deed

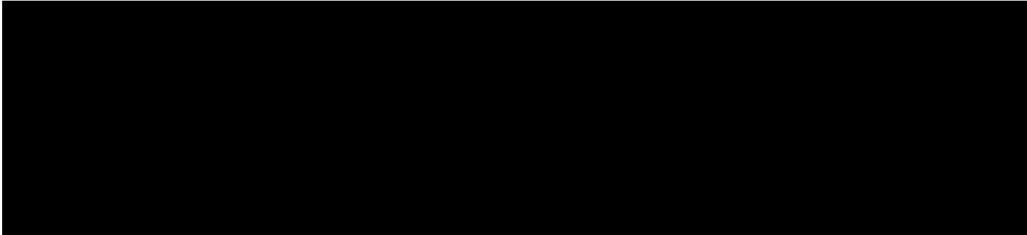
Kemplant R&D Pty Limited  
Novalith Technologies Pty Limited

## DETAILS

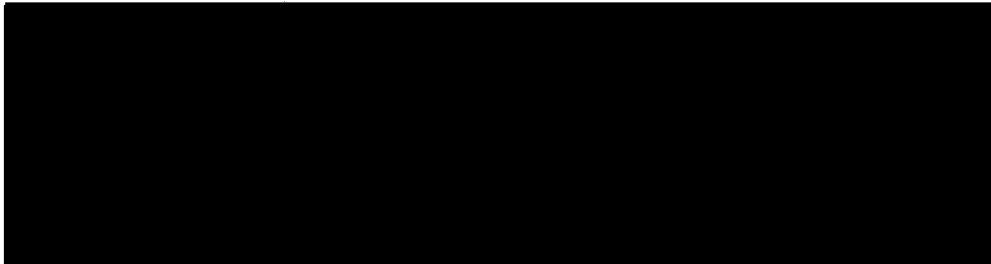
Date: 16 November 2020

### Parties

- (1) Kemplant R&D Pty Limited (Assignor)



- (2) Novalith Technologies Pty Limited (Assignee)



### Background

- A. The Assignor is the owner of the right, title and interest in the Assigned IP.
- B. The Assignor has agreed to assign all of its right, title and interest in the Assigned IP to the Assignee on the terms and conditions set out in this deed.

### Operative Parts

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#### 1. Defined terms and interpretation

##### 1.1 Defined terms

The following definitions apply unless the context requires otherwise:

**Assigned IP** means:

- (a) the Patents and all Intellectual Property Rights in the Patents; and
- (b) the Technical Information and all Intellectual Property Rights in the Technical Information.

**Assignment Date** means the date which is two Business Days after the date on which the Condition is satisfied or such later date agreed by the parties in writing.

**Business Day** means a day which is not a Saturday, Sunday, a bank holiday or a public holiday in Sydney.

**Claim** means any claim, notice, demand, action, proceeding, litigation, investigation, judgment or cause of action, whether based in contract, tort, under common law or statute, and whether involving a party or a third party.

**Condition** means the condition set out in clause 2.1.


**Confidential Information**



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

**Details** means, in relation to a party, the details for that party set out in this deed.

**Encumbrance**



**End Date** means 31 December 2020.

**GST Amount**

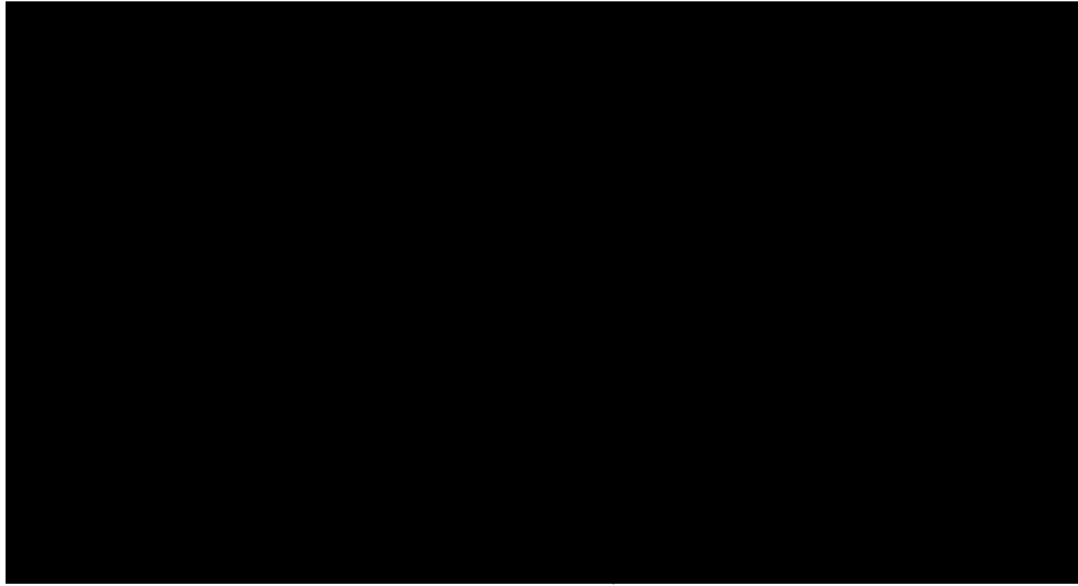


**GST** has the meaning given to that term in the GST Law.

**GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and any regulation made under that Act.

**Insolvency Event**





**Intellectual Property Rights** means copyright, know-how, trade marks (whether registered or not), patents, patent applications, unpatented inventions, designs, eligible circuit layouts and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 and any rights in or to any inventions.

**IP Assignment** means the assignment of the Assigned IP by the Assignor to the Assignee as contemplated by this deed.

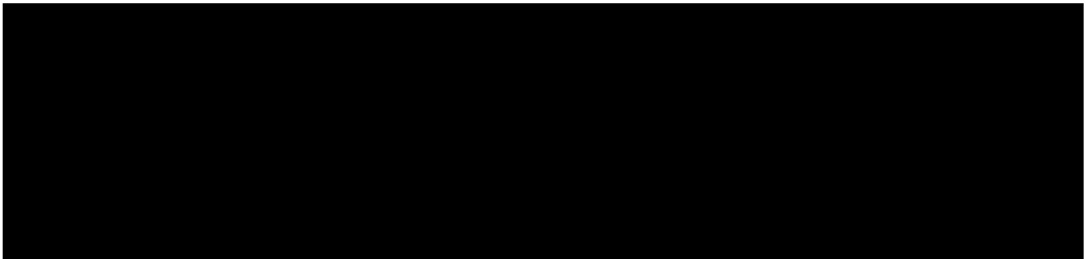
**Liability** means any duty, liability or obligation affecting the person concerned.

**Loss** 

**Patents** means:

- (a) the patents and patent applications listed in Part A of Schedule 1; and
- (b) any patents which may become granted pursuant to any of the patent applications referred to in (a) above.

**Payment** means:

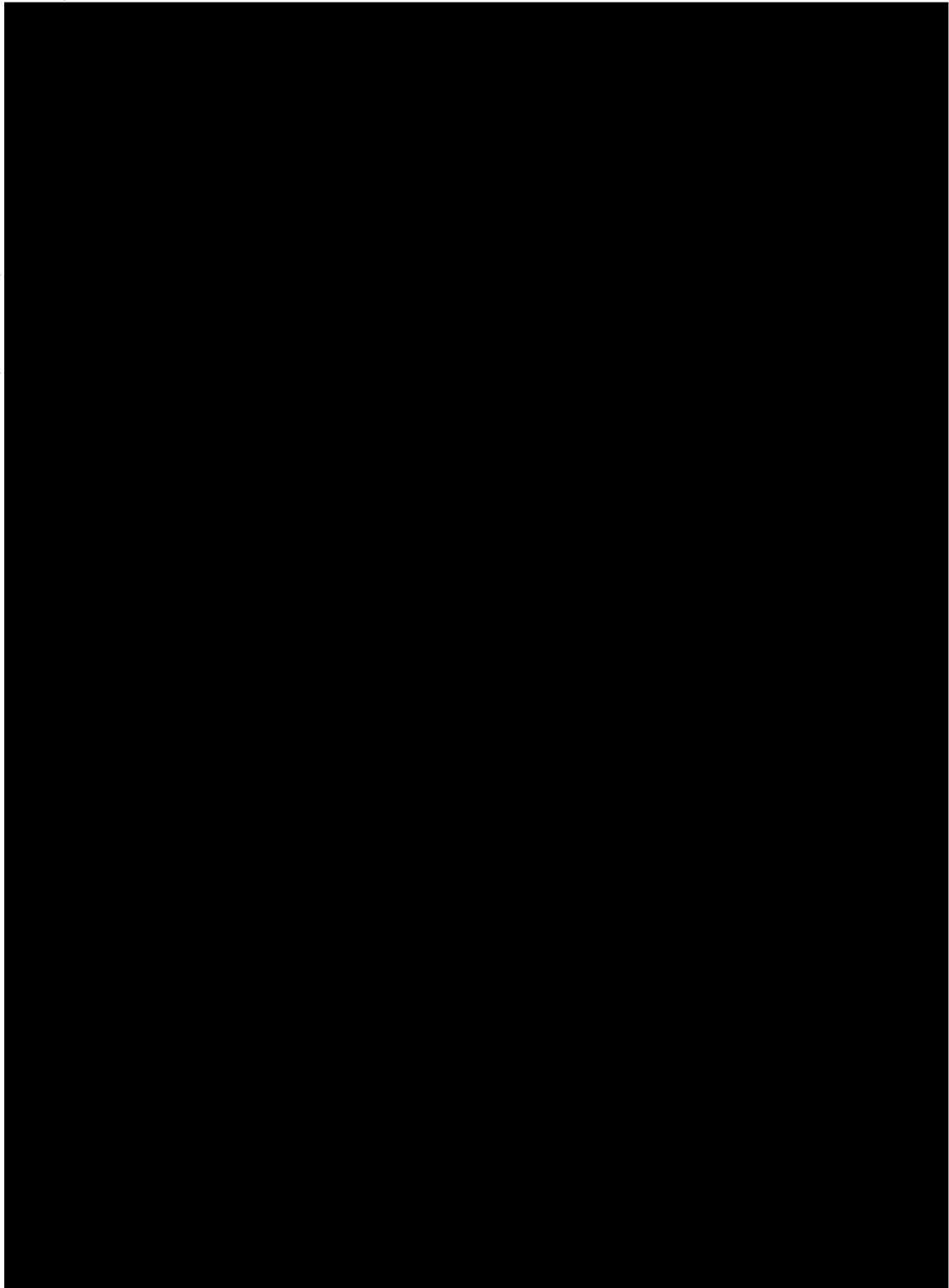


**Technical Information** means the publication referred to in Part B of Schedule 1 and set out in full in Annexure A.

**University** means the University of Sydney ABN 15 211 513 464, a body corporate under the *University of Sydney Act 1989* (NSW).

**University Assignment Agreement** means the Patent and Technical Information Assignment Agreement dated 27 August 2020 between the Assignor and the University pursuant to which University assigned the Assigned IP to the Assignor.

1.2 **Interpretation**



(o)

1.3 **GST**

(a)

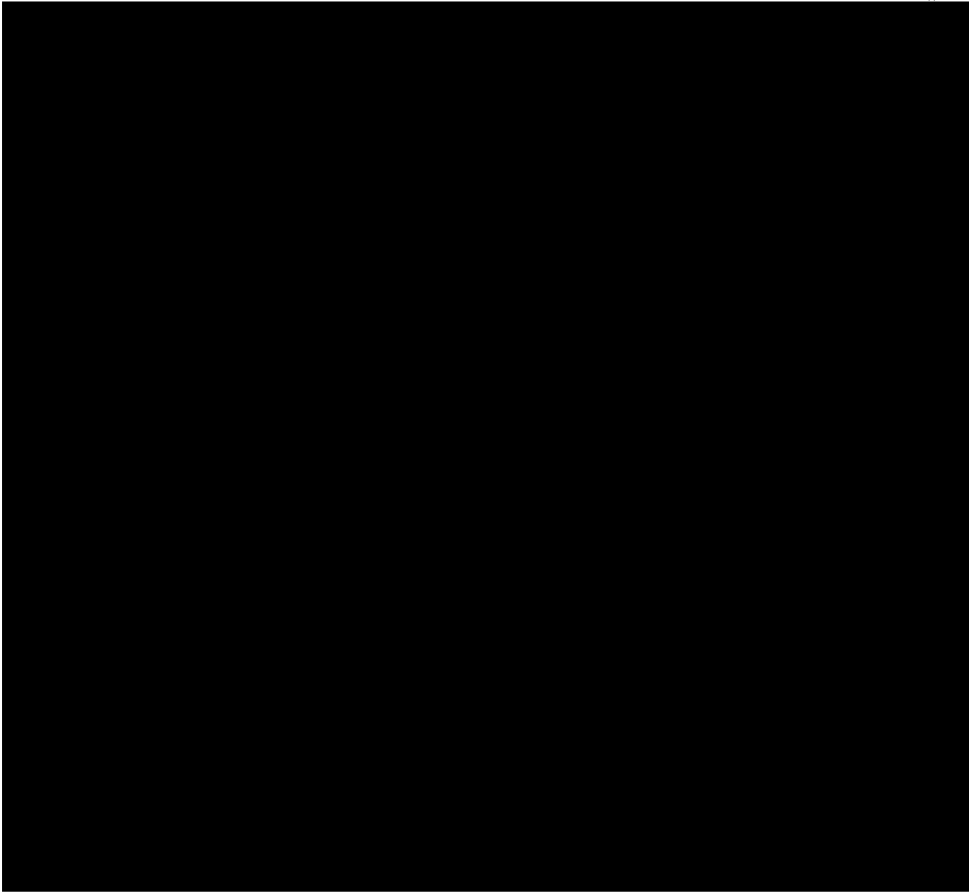
(b)

(c)

(d)

(e)

(f)



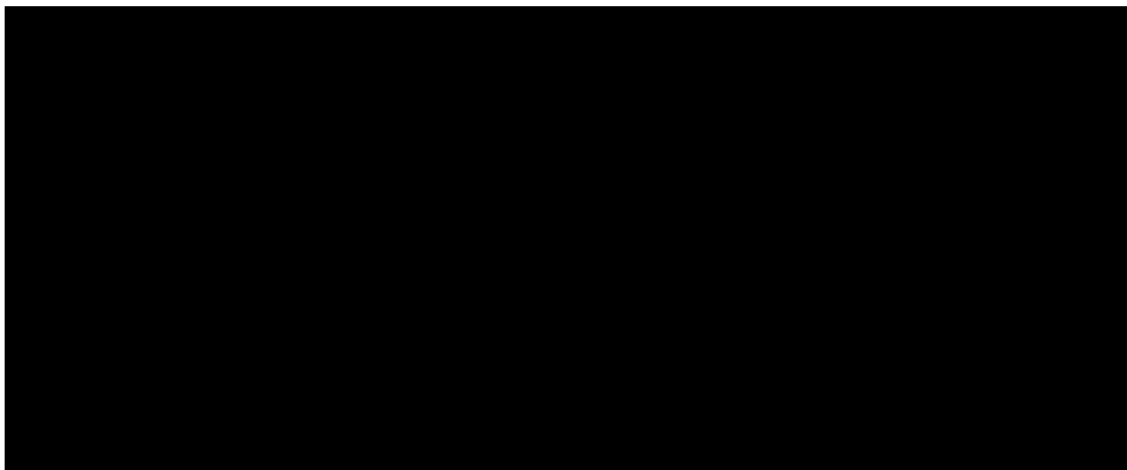
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2. **Condition**

2.1 **Condition**

The IP Assignment is conditional upon, and subject to, the Assignor obtaining the University's consent to the IP Assignment in accordance with clause 17 of the University Assignment Agreement (**Condition**) on or before the End Date.

2.2 **Satisfaction of the Condition**





2.3 **Waiver of the Condition**

The Condition cannot be waived.

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3. **Assignment of Assigned IP**

3.1 **Assignment of Assigned IP**

In consideration for the Assignee paying [REDACTED] Assignor (which is payable on demand), with effect on and from the Assignment Date, the Assignor assigns, transfers and sets over to the Assignee and the Assignee accepts:

- (a) the Assignee's entire property, right, title in and to the Assigned IP. The assignment, transfer and set over is free from all Encumbrances and includes all the rights, powers, liberties and immunities connected with the Assigned IP including, but not limited to, the right to sue for damages and other remedies in respect of infringement of the Assigned IP or other acts within the scope of its protection whether occurring before or after the Assignment Date; and
- (b) without limiting clause 3.1(a), the Assignor grants to the Assignee:
  - (i) the exclusive right to apply for and obtain entry of the Assignee's name on any register of intellectual property that is appropriate, as the sole legal and beneficial proprietor of the Assigned IP; and
  - (ii) the benefit of the Assigned IP.

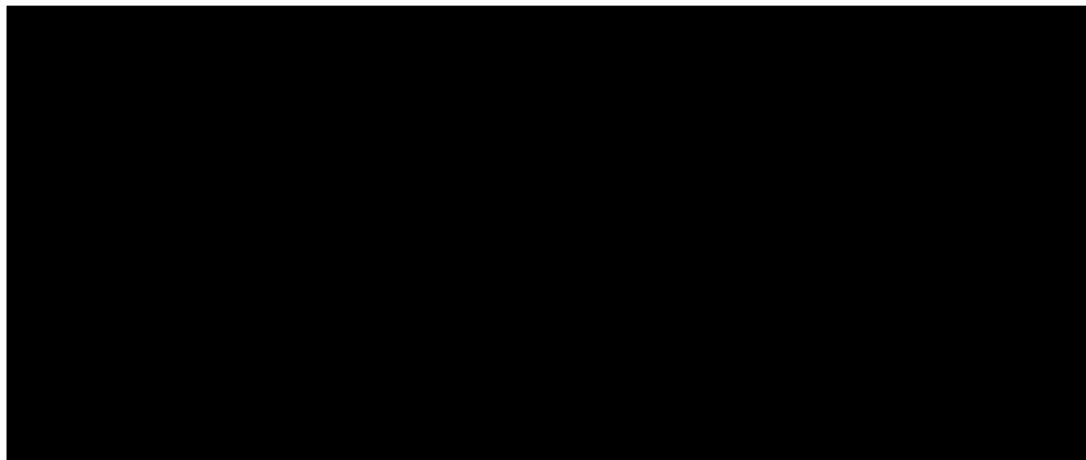
3.2 **Further assurances**

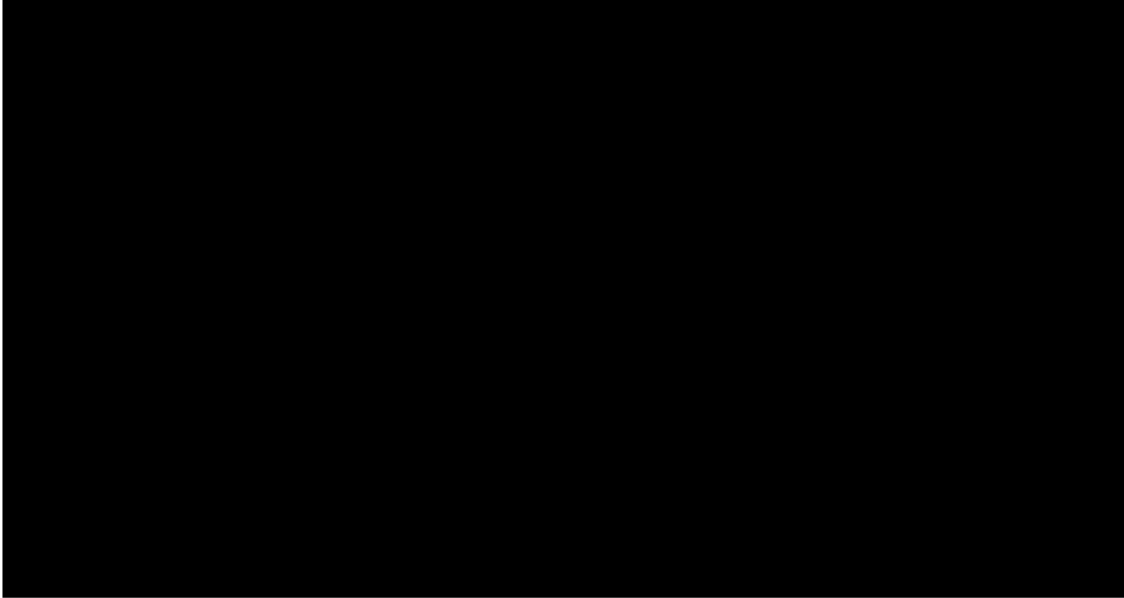
- (a) With effect on and from the Assignment Date, the Assignor undertakes to do, at the Assignee's cost, all reasonable acts and execute all documents reasonably provided by the Assignee as are necessary to enable the Assignee to exploit, enforce or protect its right, title, interest and entitlement in the Assigned IP, including executing all documents and do all acts as may be reasonably necessary to record the Assignee as the registered proprietor of the Patents.
- (b) The parties acknowledge and agree that, on and from the Assignment Date, the Assignee is solely responsible for prosecuting and maintaining registration of the Patents at its cost.

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4. **Confidential Information**

4.1 **Permitted use and disclosure**





4.2 **Protection of Confidential Information**



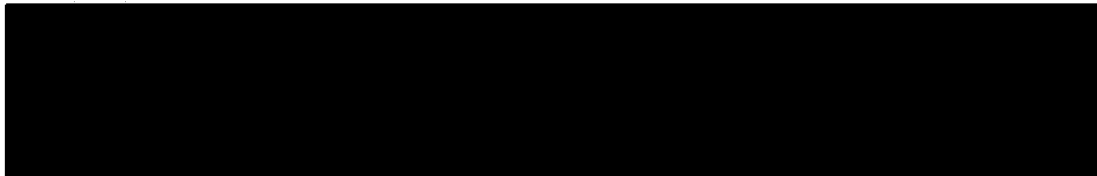
4.3 **Responsibility for disclosure of Confidential Information**

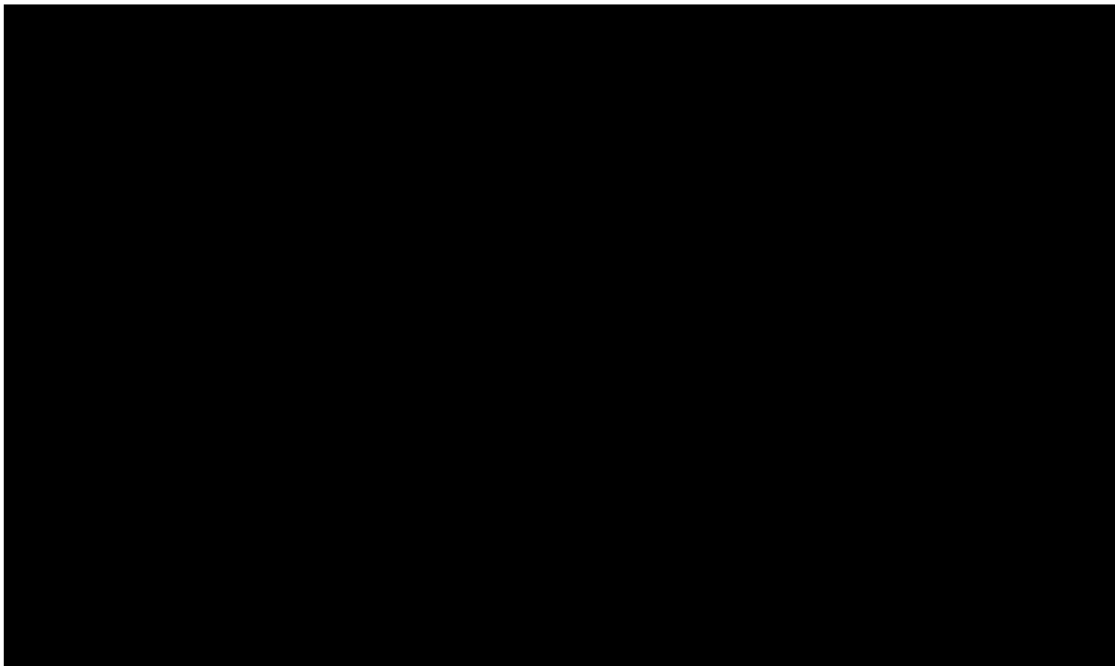


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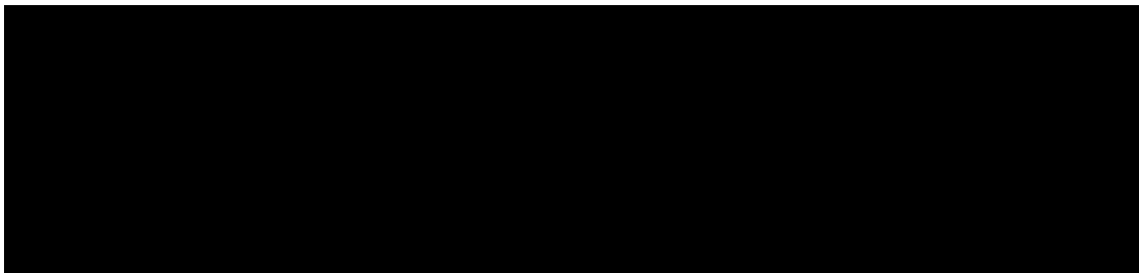
5. **Warranties**

5.1 **Mutual warranties**





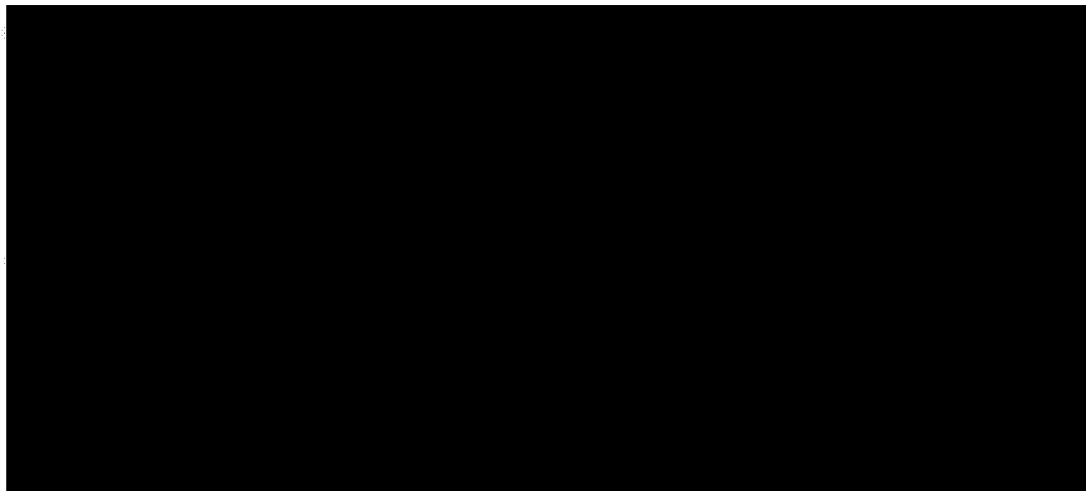
5.2 **Assignor's warranties**



5.3 **Assignee's warranties**



5.4 **Reliance on warranties**



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## **6. Notices**

### **6.1 Service of notices**

A notice, demand, consent, approval or communication under this deed (**Notice**):

- (a) must be in writing and in English directed to the recipient's address for notices specified in the Details (as varied by any Notice);
- (b) must be hand delivered, left at or sent by prepaid post or email to the recipient's address for notices specified in the Details (as varied by any Notice); and
- (c) may be given by an agent of the sender.

### **6.2 Effective on receipt**

A Notice given in accordance with clause 6.1 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered or left at the recipient's address, on delivery;
- (b) if sent by prepaid post, the third Business Day after the date of posting, or the seventh Business Day after the date of posting if posted to or from outside Australia); and
- (c) if sent by email, when received by the recipient's email server (whether or not classified as spam) unless the sender receives an automated message that delivery of the email has failed,

but if the delivery or transmission under paragraph (a) or (c) is outside Business Hours, the Notice is taken to be received at the commencement of Business Hours after that delivery, receipt or transmission.

### **6.3 Process service**

Any process or other document relating to litigation, administrative or arbitral proceedings in relation to this deed may be served by any method contemplated by this clause in addition to any means authorised by law.

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## **7. General**

### **7.1 Variations**

This deed may be varied only in writing signed by each of the parties.

### **7.2 Assignment**

A party may only assign this deed or a right under this deed with the prior written consent of the other party.

### **7.3 Counterparts**

This deed may be executed in counterparts.

7.4 **Costs**



7.5 **Entire agreement**

This deed constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

7.6 **Further action**

Each party must do, at its own expense, everything reasonably necessary to give full effect to this deed and the transactions contemplated by it (including executing documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

7.7 **No merger**

Except where this deed expressly states otherwise, the rights and obligations of the parties under this deed do not merge on completion of any transaction contemplated by this deed.

7.8 **Severability**

If the whole or any part of a provision of this deed is invalid or unenforceable in a jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of this deed is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

7.9 **Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

7.10 **Relationship**

Except where this deed expressly states otherwise, this deed does not create a relationship of employment, trust, agency or partnership between the parties.

7.11 **Remedies cumulative**

The rights provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

7.12 **Governing law**

This deed will be governed by and construed in accordance with the law for the time being in force in New South Wales and the parties, by entering into this deed, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

## **Schedule 1 – Patents, Trade Marks and Domain Names**

### **Part A – Patents**

The following patents and patent applications:

- (a) International Patent Application No. PCT/AU2018/050178 titled "Lithium Extraction Method" (CDIP Ref 2014-085-PCT-0)
- (b) National Phase - United States Patent Application No 16/490,243;
- (c) National Phase - Chinese Patent Application No. 201880028781.1;
- (d) National Phase - Australian Patent Application No. 2018228271;
- (e) National Phase - European Patent Application No. 18760356.8;
- (f) National Phase - Russian Patent Application No. 2019130853;
- (g) National Phase – Canadian Patent Application No. 3059617,

together with all other patents and patent applications which claim priority from or are divided from or are continuations of these patents.

### **Part B – Technical Information**

The University of Sydney Lithium Carbonate Process: Experimental Results and Process Concepts – Rev. Authors: Jason P Mann, Brian S. Haynes. School of Chemical and Biomolecular Engineering, University of Sydney, NSW, 2006 as attached at Annexure A

Executed as a deed.

Executed by **Kemplant R&D Pty Limited** )  
**ACN 636 964 522** in accordance with section )  
127(1) of the *Corporations Act 2001* (Cth): )  
)

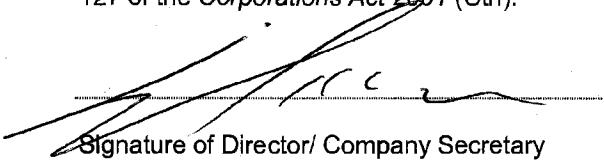


Signature of Sole Director/ Sole Company  
Secretary

STEVEN VASSILOUDIS

Name of Sole Director/ Sole Company  
Secretary

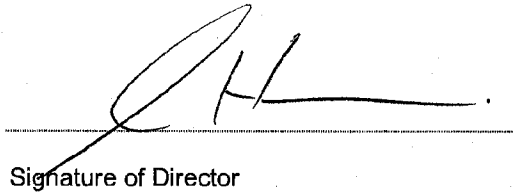
Executed by **Novalith Technologies Pty Ltd** )  
**ACN 643 785 344** in accordance with Section )  
127 of the *Corporations Act 2001* (Cth): )  
)



Signature of Director/ Company Secretary

Christiaan Luyt Jordaan

Name of Director



Signature of Director

Andrew Timothy Harris

Name of Director

**Annexure A – Technical Information**