

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6596487

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WAIKATOLINK LIMITED	10/01/2018
RECEIVING PARTY DATA	
Name:	CHRONOPTICS LIMITED
Street Address:	18 MEXTED PLACE
City:	HAMILTON
State/Country:	NEW ZEALAND
Postal Code:	3216
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9182491
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>	
Phone:	006478384307
Email:	rmurray@waikatolink.co.nz
Correspondent Name:	ROSLYN JUNE MURRAY
Address Line 1:	HILLCREST ROAD
Address Line 2:	GATE 5, B BLOCK, UNIVERSITY OF WAIKATO
Address Line 4:	HAMILTON, NEW ZEALAND 3216
NAME OF SUBMITTER:	ROSLYN JUNE MURRAY
SIGNATURE:	/Roz Murray/
DATE SIGNED:	03/11/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 7	
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**DEED OF ASSIGNMENT OF INTELLECTUAL
PROPERTY**

between

WAIKATOLINK LIMITED

and

CHRONOPTICS LIMITED

CW-297520-91-68-V4.awg

ATG House, Level 16
41 Shortland Street
PO Box 2453
Auckland 1140
New Zealand
Ph: (07) 839 4771
tompkinswake.co.nz

**TOMPKINS
WAKE**

**PATENT
REEL: 055566 FRAME: 0535**

DEED dated 1st October

2018

PARTIES

- (1) WAIKATOLINK LIMITED ("Assignor")
- (2) CHRONOPTICS LIMITED ("Assignee")

BACKGROUND

- A. The Assignor and Assignee have entered into a Subscription and Shareholders Agreement between the Assignor, the Assignee, Adrian Dorrington, Richard Conroy and Refael Whyte, dated on or around the time of this agreement ("Agreement").
- B. As part of that transaction, the Assignor has agreed to transfer the Intellectual Property to the Assignee.
- C. The parties wish to enter into this Deed to record and effect the assignment of the Intellectual Property from the Assignor to the Assignee.

OPERATIVE PART:

1. INTERPRETATION

1.1 Defined Terms

In this Deed, the following definitions shall apply:

Assignment Date means with effect from Completion Date.

Completion Date has the meaning given to it in the Agreement.

Deed means this Deed of Assignment of Intellectual Property.

Intellectual Property means the intellectual property listed in Schedule 1.

1.2 Interpretation

In this deed, including the background paragraphs, unless the context otherwise requires:

- (a) references to clauses, subclauses, and schedules are to the clauses, subclauses and the schedules of this deed;
- (b) words denoting the singular number include the plural number and vice versa;
- (c) a word denoting an individual or person includes a corporation, firm, government authority, entity, and vice versa;

Handwritten signatures and initials, including what appears to be 'RDM' and 'RW'.

- (d) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, or replaced from time to time;
- (e) references to "includes" and "including" do not imply any limitations; and
- (f) a reference to any party to this deed, or any other document, or arrangement, includes that party's executors, administrators, substitutes, successors, and permitted assigns.

2. ASSIGNMENT

2.1 The Assignor assigns to the Assignee, with effect from the Assignment Date:

- (a) its entire rights, title and interest in and to the Intellectual Property (including all common law rights connected with the Intellectual Property) in perpetuity;
- (b) all rights of the Assignor, if any, to lodge any applications for patents or other industrial or intellectual property protection in any jurisdiction in respect of the Intellectual Property and any modifications, developments or improvements to the Intellectual Property;
- (c) all rights, powers, privileges and immunities of the Assignor arising or accrued from any invention or any Intellectual Property which may be granted on, or claimed priority from, any of the applications referred to in clause 2.1(b);
- (d) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor for any infringement of the Intellectual Property or for any breach of the Intellectual Property, whether or not such infringement or breach took place prior to the date of this Deed.

2.2 All rights, title and interest of the Assignor in and to the Intellectual Property will pass to the Assignee on the Assignment Date.

3. ASSIGNOR'S OBLIGATIONS AND ASSURANCES

3.1 The Assignor irrevocably and unconditionally waives all its moral rights in relation to any copyright works to which the Assignor is or may be entitled to in the Intellectual Property.

3.2 The Assignor acknowledges and agrees, that any improvements, developments and modifications to the Intellectual Property, or other new Intellectual Property arising from the Intellectual Property, will at all times remain the exclusive property of the Assignee.

4. WARRANTY

4.1 The Assignor warrants and undertakes to the Assignee that:

- (a) it has the full power and authority to enter into and perform its obligations under this Deed; and
- (b) it will at all times comply with the terms of this Deed.



5. EXECUTION OF DOCUMENTS

5.1 The Assignor will, in respect of the Intellectual Property in New Zealand and any other countries (if any) execute all documents and do all acts reasonably necessary to vest the Intellectual Property in the Assignee.

6. ASSIGNMENT

This Deed is to be binding on and enure for the benefits of the parties and their respective successors and permitted assignees or transferees.

7. FURTHER ASSURANCE

7.1 Each party shall do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.

8. COUNTERPARTS

8.1 This Deed may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. A counterpart signature page of this Deed executed by a party and sent by facsimile or transmitted electronically in Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

9. COSTS

9.1 The costs incurred in connection with the updating of any intellectual property register or similar act required as a result of the assignment of the Intellectual Property under this Agreement shall be borne by the Assignee.

10. SEVERABILITY

10.1 If any part or provision of this Deed is held to be invalid, illegal or unenforceable for any reason, that part or provision will be deemed to be deleted from this Deed and the remainder of this Deed will continue in full force and effect.

11. GENERAL PROVISIONS

11.1 This Deed is governed by, and is to be construed in accordance with, New Zealand law and the parties submit to the exclusive jurisdiction of the New Zealand courts.

11.2 A failure, delay or indulgence by a party in exercising any power or right will not operate as a waiver of that power or right, unless in writing by that party.

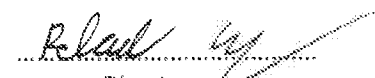
Executed as a deed.

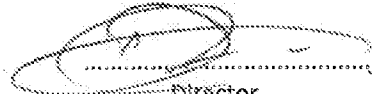
SIGNED for and on behalf of WAIKATOLINK)
LIMITED by two directors as Assignor:)


.....
Director


.....
Director

SIGNED for and on behalf of CHRONOPTICS)
LIMITED by two directors as Assignee:)


.....
Director


.....
Director

**SCHEDULE 1
INTELLECTUAL PROPERTY**

Title	Country	Patent/Patent App No.	Status
Apparatus and Method for Measuring the Distance and/or Intensity	United States	9,182,492	Granted
Apparatus and Method for Measuring the Distance and/or Intensity	Japan	2013-521248	Granted
Apparatus and Method for Measuring the Distance and/or Intensity	Europe	11811894.2	Under examination
Apparatus and Method for Measuring the Distance and/or Intensity	China	201180046990.7	Granted
Apparatus and Method for Measuring the Distance and/or Intensity	India	789/DELNP/2013	Under examination
Apparatus and Method for Measuring the Distance and/or Intensity	New Zealand	607441	Granted
Signal Harmonic Error Cancellation Method and Apparatus	United States	15/302,108	Under examination
Signal Harmonic Error Cancellation Method and Apparatus	Europe	15775931.7	Under examination
Signal Harmonic Error Cancellation Method and Apparatus	China	201580016922.4	Under examination
Time of flight camera system which resolves direct and multi-path radiation components	United States	9,874,638	Granted
Time of flight camera system which resolves direct and multi-path radiation components	Europe	15758148.9	Under examination
Time of flight camera system which resolves	China	201580012059.5	Under examination

direct and multi-path radiation components			
Selective Distance Range Imaging	United States	9,182,491	Granted
Selective Distance Range Imaging	China	201280022065.5	Granted
Motion Compensation in Range Imaging	United States	9,094,606	Granted
Motion Compensation in Range Imaging	Europe	12807707.0	Under examination
Motion Compensation in Range imaging	China	201280041242.4	Granted
Resonant Modulation for Low Power Range Imaging Cameras	United States	9,052,395	Granted
Range Sensing System	United States	7,391,505	Granted
Range Sensing System	New Zealand	525241	Granted

Mark	Country	Registered TM number	Status
Chronoptics	New Zealand	834257	Registered in classes 9 and 42

R2w
Boe 