#### 506563167 03/18/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6609946

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
JOHN DAVID WEST	10/28/2016
JEREMY MICHAEL WILSON	10/28/2016

## **RECEIVING PARTY DATA**

Name:	BIOGILL ENVIRONMENTAL PTY LIMITED
Street Address:	3 BOX ROAD
Internal Address:	UNIT 15
City:	TAREN POINT, NEW SOUTH WALES 2229
State/Country:	AUSTRALIA
Postal Code:	2229

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16345097

## CORRESPONDENCE DATA

Fax Number: (202)672-5399

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.

Phone: 202-672-5300

Email: ipdocketing@foley.com,gbird@foley.com

**FOLEY & LARDNER LLP Correspondent Name:** Address Line 1: 3000 K STREET N.W.

Address Line 2: SUITE 600

Address Line 4: WASHINGTON, D.C. 20007-5109

ATTORNEY DOCKET NUMBER:	064206-0132
NAME OF SUBMITTER:	GERALDINE BIRD
SIGNATURE:	/Geraldine Bird/
DATE SIGNED:	03/18/2021

## **Total Attachments: 3**

source=064206-0132-Deed of Assignment\_John D. West\_Jeremy M. Wilson#page1.tif source=064206-0132-Deed of Assignment\_John D. West\_Jeremy M. Wilson#page2.tif source=064206-0132-Deed of Assignment John D. West Jeremy M. Wilson#page3.tif

**PATENT** REEL: 055643 FRAME: 0810 506563167

## DEED OF CONFIRMATION AND ASSIGNMENT

THIS DEED made the 28th

day of October

2016

**PARTIES** 

Mark John Smith, of 4 Thomas Street, Cronulla, New South Wales, 2230,

Australia:

John David West, of 15 Pacific Avenue, Werri Beach, New South Wales,

2534, Australia; and

Jererny Michael Wilson, of 93 Renwick Street, Alexandria, New South

Wales, 2015, Australia

together ("Employees") of the first part

AND

BioGill Operations Pty Limited, ACN 149 810 319, of Unit 15/3 Box Road,

Taren Point, New South Wales, 2229, Australia

("Employer") of the second part

AND

BioGill Environmental Pty Limited, ACN 137 869 740, of Unit 15/3 Box

Road, Taren Point, New South Wales, 2229, Australia

("Assignee") of the third part

## RECITALS

- A. The Employees, together with Christopher Jeffrey Locker, are the first and true inventors of an invention relating to a "Liquid flow distribution system" ("Invention"), shortly to be the subject of a provisional patent application of the same title. (Attorney Ref: P245728)
- B. The Employees were at all material times employed by the Employer and made their contribution to the invention pursuant to their Contracts of Employment with the Employer pursuant to which their Employer has all of the Employees' right, title and interest in and to the Invention, including:
  - the right to make applications for patent or other protection in relation to the Invention; and
  - (ii) ownership of the copyright in any drawings relating to the Invention created by the Employees, together with the right to sue for damages and all other remedies in respect of infringement of that copyright which may have occurred before the date of this Deed.
- C. The Employer has agreed to assign to the Assignee all the Employer's right, title and interest in the Invention and the Copyright.

## WITNESSES

WARRANTY

The Employees warrant that they are first and true inventors of the Invention.

## 2. ASSIGNMENT

In consideration of the sum of A\$1.00 and other good and valuable consideration receipt of which is hereby acknowledged by the Employer, the Employer assigns to the Assignee the Employer's right, title and interest in the Invention and the Copyright including the right to make applications for patent or other protection in relation to the Invention and/or the Copyright in Australia or elsewhere.

## 3. AUTHORITY

The Employees authorise the Assignee to file and prosecute an application for patent or other protection for the Invention in the names of the Employees if such an application is required by the laws of any country.

## 4. FURTHER ASSURANCE

The Employees and Employer undertake to do all acts and to execute and deliver all documents necessary for further assuring the right, title and interest of the Assignee in and to the Invention and any patent or similar protection for the Invention in Australia or elsewhere.

## GOODS AND SERVICES TAX

- (a) The Assignee will pay to the Employer all taxes or imposts in the nature of a goods and services tax ("GST") as may be assessed from time to time in connection with the Assignment, pursuant to relevant legislation.
- (b) The Employer will, as may be required by the relevant legislation from time to time, issue a certificate ("Tax Invoice") to the Assignee in respect of the GST.
- (c) Within seven days of receipt of the Tax Invoice, the Assignee will pay to the Employer the amount of the GST identified in the Tax Invoice.

#### EXECUTED AS A DEED.

SIGNED SEALED and DELIVERED by the said Mark John Smith in the presence of :

Witness

SIGNED SEALED and DELIVERED by the said John David West in the presence of :

Witness

SIGNED SEALED and DELIVERED by the said Jeremy Michael Wilson in the presence of :	<i>Jaj</i> /W/1646)
Witness	
SIGNED SEALED and DELIVERED on behalf of	
BioGill Operations Pty Limited	Signature
on the date specified above	
in the presence of :	JOHN DAVU WEST
	Name in Full
380000	EXECUTIVE CHAILANN
Witness	Position in Company
SIGNED SEALED and DELIVERED on behalf of	Jul. 1977
BioGill Environmental Pty Limited	Signature
on the date specified above	Server A
in the presence of :	JOHN PAND WEST
- ( <i>M l/V</i> /~ .	Name in Full
Witness /	Position in Company
A & COLLOCOTO	Position in Company

0009e(11901734\_1):dah Page 3 SPRUSON & FERGUSON

PATENT REEL: 055643 FRAME: 0813