

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6683485

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VERT DESIGN PTY LIMITED (ANDREW SIMPSON)	02/27/2019
RECEIVING PARTY DATA		
Name:	GOOD CITIZENS PTY LTD.	
Street Address:	P. O. BOX 1120	
City:	ROZELLE NSW	
State/Country:	AUSTRALIA	
Postal Code:	2039	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29703311
CORRESPONDENCE DATA		
Fax Number:	(801)478-0076	
<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:	8014780071	
Email:	docket@mocclaw.com	
Correspondent Name:	JULIE K. MORRISS	
Address Line 1:	4505 S. WASATCH BLVD., SUITE 270	
Address Line 4:	SALT LAKE CITY, UTAH 84124	
ATTORNEY DOCKET NUMBER:	6483.APLK.DS	
NAME OF SUBMITTER:	JULIE K. MORRISS	
SIGNATURE:	/Julie K. Morriss/	
DATE SIGNED:	04/29/2021	
Total Attachments: 4		
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IP Assignment Deed

This Deed is made on 26.2.2019

Parties

- 1 **Good Citizens Pty Ltd** ACN 167 892 613 of PO BOX 1120, Rozelle, New South Wales, 2039 (the "Assignee").
- 2 **Vert Design Pty Limited** ACN 153 268 994 of Suite 7, Level 1/17 Thurlow Street, Redfern, New South Wales, 2016. (the "Assignor").

Recitals

- A The Assignor has been engaged by the Assignee to provide design services in relation to the Good Citizens sunglasses project and as a result the Assignor has and will create Works in which Rights subsist.
- B The Assignor agrees to assign the Rights to the Assignee on the terms and conditions of this Deed.

It is agreed as follows.

- 1 **Rights** means:
 - (a) all right, title and interest in and all rights subsisting, or which may subsist anywhere in the world, in or be conferred on the Works anywhere in the world, including without limitation:
 - (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) confidential information (including the right to enforce an obligation to keep information confidential), trade secrets, technical data and know-how;
 - (D) registered and unregistered designs;
 - (E) registered and unregistered trade marks;
 - (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist; and
 - (b) any licence or other similar right from a third party to use any of the above;
 - (c) any applications and the right to apply for registration of any of the above; and
 - (d) any rights of action against any third party in connection with the rights above, including any right to claim (and retain) any damages and other remedies (including an account of profits) for infringement,

but excluding moral rights and similar personal rights which by law are non-assignable.

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PATENT

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Works means all designs, documents, concepts, drawings and any intellectual property created by the Assignor, in connection with work undertaken for the Assignee or at the request of the Assignee including, without limitation, the design of the modular frame system and the new hinge clip design connecting the temples of the glasses to the multi frame faces along with all current and future intellectual property developed by the Assignee in relation to the Good Citizens services.

- 2 In consideration of the payment by the Assignee of the sum of \$15,884 (the receipt of which is acknowledged by the Assignor), the Assignor, to the extent it has not already done so, irrevocably and unconditionally assigns all current and future Rights to the Assignee with effect from 25 September 2018 and must deliver into the physical possession and control of the Assignee all material forms and embodiments (including those stored in electronic or similar media) of the Works in the manner specified by the Assignee.
- 3 The Assignor undertakes and warrants to the Assignee that:
 - (a) were it not for the assignments effected by this Deed, it would be the sole legal and beneficial owner of the Rights, free and clear of any restrictions, liens, charges, encumbrances and other rights, subject only to the Assignee's interests in the Rights and all moral rights and similar personal rights, which by law are non-assignable;
 - (b) the Works are original and do not reproduce or otherwise embody or use any pre-existing works or material;
 - (c) it has not granted or assigned, or agreed to grant or assign, and will not purport to grant or assign, any Rights, or any licence to any Rights, to any person other than the Assignee; and
 - (d) it has not disclosed and will not disclose to any person other than the Assignee, confidential information of the Assignee, the Works or any provisions of this Deed;
 - (e) any enjoyment and exercise of or dealing with the Rights and any disclosure, reproduction, copying, adaptation, publication, performance, exhibition, communication, rental or transmission or other use of the Works, by the Assignee or its licensees, contractors, assignees and successors and their licensees, and any other person authorised by any of them (the **Assignee's Authorised Persons**), or any adaptation of any of them (or any part of any of the Works or of any such adaptation), anywhere in the world, in whatever form and in whatever circumstances the Assignee or the Assignee's Authorised Persons think fit, will not infringe the rights (including, without limitation, copyright, moral rights and similar personal rights) of any person nor give rise to a right entitling any person to make a claim against the Assignee or any of the Assignee's Authorised Persons, whether for the payment of compensation, royalties or otherwise; and
 - (f) all authors of existing Works have signed, and all authors of Works that are created in future will sign upon or promptly after creation of that Work, a copy of the consent in the form of the Schedule to this Deed in respect of those Works, which the Assignor will promptly deliver to the Assignee.
- 4 The Assignor indemnifies the Assignee against all liabilities incurred by the Assignee as a result of a breach of any warranty in clause 3.
- 5 The Assignor will execute any document and do all things reasonably requested by the Assignee to allow the Assignee to give full effect to this Deed and the transactions contemplated by it and to otherwise obtain, enforce or defend any Rights in the Works.
- 6 This Deed contains the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- 7 This Deed may be amended only by another deed executed by both parties.
- 8 The rights and obligations provided in this Deed survive the cessation of any relationship between the Assignor and the Assignee.

- 9 This Deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.
- 10 Each party must bear its own costs arising out of the negotiation, preparation and execution of this Deed. All duty (including stamp duty and any fines, penalties and interest) payable on or in connection with this Deed and any instrument executed under or any transaction evidenced by this Deed must be borne equally by the parties.
- 11 This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed and delivered as a deed

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Good Citizens Pty Ltd ACN 167 892 613

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Vert Design Pty Ltd ACN 153 268 994

Director Signature

Director/Secretary Signature

Print Name

Print Name

Schedule – Moral Rights Consent

- 1 I, Andrew Simpson as the author of the Works, irrevocably and unconditionally consent, to the maximum extent permitted by law (either present or future), to the Assignee and the Assignee's Authorised Persons:
- (a) using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating, renting or transmitting any of the Works or any adaptation of any of them (or any part of any of the Works or of any such adaptation) anywhere in the world:
 - (i) in whatever form and in whatever circumstances the Assignee or the Assignee's Authorised Persons think fit, including the making of any distortions, additions or alterations to any of the Works, or mutilating or destroying any of the Works, or any adaptation of any of them (or any part of any of the Works or of any such adaptation); and
 - (ii) without making any identification of me as author in relation to any of them; and
 - (b) doing anything or omitting to do anything in relation to any of the Works or any adaptation of any of them (or any part of any of the Works or of any such adaptation) anywhere in the world that would otherwise infringe my moral rights, or any similar non-assignable, personal rights that I might have.
- 2 I acknowledge that this consent applies to all Works, whether created before, on or after the date of signing of this consent.

In this consent:

Assignee means Good Citizens.

Assignee's Authorised Persons means the Assignee's licensees, contractors, assignees and successors and their licensees, and any other person authorised by any of them.

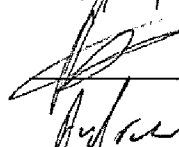
Works means all works, documents, concepts, designs and software of which I am the author including, without limitation, the following works:

- (i) Design a modular eyewear system that includes a unique hinge that enables the temples to be swapped between different faces. The design takes into consideration the use of recycled plastic as the material used for manufacture via injection moulding.
- (ii) The works include initial concept creation.
- (iii) Concept development
- (iv) Prototyping
- (v) Detailed design for manufacture
- (vi) Prototyping with high resolution, functional samples; and
- (vii) Design Documentation.

Date:

27/2/2019

Signature:


Andrew Simpson

Print Name: