

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6691030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IDEALITY INNOVATION AUSTRALIA PTY LTD	01/23/2017
RECEIVING PARTY DATA	
Name:	VERTON TECHNOLOGIES AUSTRALIA PTY LTD
Street Address:	LEVEL 4, 340 ADELAIDE STREET
City:	BRISBANE
State/Country:	AUSTRALIA
Postal Code:	QLD 4000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17244320
CORRESPONDENCE DATA	
Fax Number:	(248)380-8968
<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:	248-380-9300
Email:	usdocketing@quinniplaw.com
Correspondent Name:	QUINN IP LAW
Address Line 1:	21500 HAGGERTY ROAD, STE 300
Address Line 4:	NORTHVILLE, MICHIGAN 48167
ATTORNEY DOCKET NUMBER:	FAK0101WOUS.1
NAME OF SUBMITTER:	KATERYNA ILCHYSHYN
SIGNATURE:	/Kateryna Ilchyshyn/
DATE SIGNED:	05/04/2021
Total Attachments: 5	
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source=2_Assignment_Ideality_Verton_FAK0101WOUS_2#page5.tif	

DEED OF ASSIGNMENT OF RIGHTS AND CONSENT AND WAIVER OF MORAL RIGHTS

DATED 23rd day of January 2017

BETWEEN: **VERTON TECHNOLOGIES AUSTRALIA PTY LTD ACN 602 423 307** of Level 4, 340 Adelaide Street, Brisbane in the State of Queensland (Verton)

AND: **IDEALITY INNOVATION AUSTRALIA PTY LTD ACN 602 423 469** of Level 4, 340 Adelaide Street, Brisbane in the State of Queensland (Ideality Innovation)

INTRODUCTION

- A. Ideality Innovation has agreed to assign all right, title and interest in Intellectual Property Rights and Materials to Verton for the Consideration and on the terms of this Deed.
- B. Verton has agreed to accept an assignment of all right, title and interest in the Intellectual Property Rights and Materials from Ideality Innovation on the terms of this Deed.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context clearly indicates otherwise:

- 1.1.1 **Assignment Date** means the date set out in the Schedule as the assignment date;
- 1.1.2 **Consideration** means the sum of one dollar (\$1.00) payable in the manner set out in the Schedule;
- 1.1.3 **Deed** means this Deed of assignment between Verton and Ideality Innovation;
- 1.1.4 **Intellectual Property Rights** means all intellectual property rights whether unregistered, registered or registrable and whether such rights are presently existing or future rights, in respect of copyright, trademarks, designs, survey plans, feasibility studies, approvals, demographic analyses, confidential information, trade secrets, know-how, patents, and inventions, of Ideality Innovation;
- 1.1.5 **Materials** means any materials (in any format or media) that have been or will be devised or developed by Ideality Innovation with any association to items set out in the Schedule including without limitation any documents associated with any of Ideality Innovation's current intellectual property as it relates to the subject matter of crane operations and any associated workflows therewith and includes those items set out in the Schedule;
- 1.1.6 **Moral Rights** means such rights under the *Copyright Act 1968* (Cth) and under corresponding and similar laws in another country and includes rights known as "droit moral";
- 1.1.7 **Rights** mean the Intellectual Property Rights and Materials.

1.2 Interpretation

In this Deed, unless the context clearly indicates otherwise:

- 1.2.1 a reference to this Deed or another document means this Deed or that other document and any document which varies, supplements, replaces, assigns or novates this Deed or that other document;
- 1.2.2 a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- 1.2.3 **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this Deed;
- 1.2.4 the **introduction**, **schedules** (if any) and **annexures** (if any) form part of this Deed;
- 1.2.5 a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- 1.2.6 a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- 1.2.7 a reference to a **corporation** includes its successors and permitted assigns;
- 1.2.8 an **obligation** or **warranty** on the part of two (2) or more persons binds them jointly and severally and an obligation or warranty in favour of two (2) or more persons benefits them jointly and severally;
- 1.2.9 **Including** and **includes** are not words of limitation;
- 1.2.10 a reference to a time is to that time in Queensland;

- 1.2.11 a word that is derived from a defined word has a corresponding meaning;
- 1.2.12 the singular includes the plural and vice-versa;
- 1.2.13 words importing one gender include all other genders; and
- 1.2.14 a reference to a thing includes each part of that thing.

1.3 **Construction**

Neither this Deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. **ASSIGNMENT OF RIGHTS**

- 2.1 As and from the Assignment Date, for the Consideration, Ideality Innovation irrevocably assign all right, title and interest in and to the Rights to Verton for its use in perpetuity without restriction.
- 2.2 The Consideration will be paid by Verton to Ideality Innovation in the manner set out in the Schedule.
- 2.3 The assignment under clause 2.1 is effective for the Rights and each part of the Rights on the date that the Rights or each part of the Rights was created (as the case may be).
- 2.4 To the extent any Rights are not in existence at the date of this Deed, this assignment operates as an assignment of future Rights.
- 2.5 Ideality Innovation must deliver up to Verton all Materials and other relevant documentation and items in relation to the Rights agreed to be assigned pursuant to this Deed.

3. **CONSENT AND WAIVER OF MORAL RIGHTS**

- 3.1 In respect of the Rights, Ideality Innovation
 - 3.1.1 consent to Verton, anyone authorised by Verton, Verton's successors and anyone to whom Verton assigns or licenses the Rights and their subsequent assignees or licensees, doing or omitting to do anything in connection with the Rights, including:
 - (a) exercising its or their rights in the Rights without identifying any person as the person responsible for creating any particular material compiled in the Rights;
 - (b) editing, changing, copying, adding to, taking from, adapting, distorting and/or translating the Rights in any manner or context; and
 - (c) doing or omitting to do any other thing which but for this clause would be an infringement of Ideality Innovation's Moral Rights; and
 - 3.1.2 to the extent permitted by laws outside Australia, waives to Verton, anyone authorised by Verton, Verton's successors and anyone to whom Verton assigns or licenses the Rights and their subsequent assignees or licensees of any and all Moral Rights granted to Verton in connection with the Rights.

4. **WARRANTIES**

Ideality Innovation warrants with and to Verton that:

- 4.1.1 they have full right and title to the Rights;
- 4.1.2 they have the right to assign the Rights to Verton under clause 2 and the use and exploitation of the Rights and the Materials by Verton or anyone authorised by Verton will not infringe the Intellectual Property Rights of any person;
- 4.1.3 there are no claims on foot, pending or threatened, in respect of the Rights or the Materials which affect or which may affect the Rights or Verton's ability to exploit the Rights; and
- 4.1.4 it has not charged or otherwise encumbered, assigned or dealt with the Rights or the Materials.

5. **ACKNOWLEDGEMENT, RELEASE & INDEMNITY**

- 5.1 Ideality Innovation acknowledges that:
 - 5.1.1 it has no rights or remedies against Verton, anyone authorised by Verton or any of its officers, employees, agents or representatives in connection with Verton exploiting or authorising another to exploit the Rights;
 - 5.1.2 only Verton, its successors and assigns, and anyone authorised by Verton are entitled to any results and proceeds derived from the exploitation of the Rights; and
 - 5.1.3 it is not entitled to any credit in connection with Verton's use of the Rights and Materials, or use by anyone authorised by Verton.
- 5.2 Without limiting clause 5.1, Ideality Innovation:

- 5.2.1 releases and forever discharges Vertron and each of its officers, employees, contractors and agents from any action, complaint, suit, proceeding, claim or demand that may be brought or made against Ideality Innovation in respect of, in connection with, or incidental to the Materials or the Rights, and any loss, damage, cost or expense suffered or incurred as a result;
- 5.2.2 covenants and warrants with and to Vertron not to bring or make any claim against Vertron and each of its officers, employees, contractors and agents or any other person (including any person who communicates to the public any of the Materials or the Rights anywhere in the world) in respect of, in connection with, or incidental to, the Materials or the Rights or this Deed;
- 5.2.3 acknowledges that, notwithstanding any rule or law of equity to the contrary, the release and covenant and warranty in this clause 5.2 may be relied upon or enforced or pleaded by each of Vertron and any other persons contemplated in this clause 5.2 as a bar to any claim and each of those persons is entitled to enforce the provisions of this Deed by legal proceedings in their own name notwithstanding that such party may not have executed this Deed; and
- 5.2.4 acknowledges that it has no right to rescind or terminate this Deed or to enjoin, restrain or otherwise impair the production, distribution, advertising or other exploitation of the Materials, any materials based on the Materials or the Rights.

5.3 Indemnity

Ideality Innovation indemnifies Vertron 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 Ideality Innovation of any of the representations, warranties or undertakings contained in this clause 5.

6. USE OF THE MATERIALS

- 6.1 Vertron agrees to not engage in any conduct which would derogate from the Rights.

7. ASSIGNMENT

- 7.1 Vertron may assign its rights and obligations under this Deed to any person in its absolute discretion.
- 7.2 Ideality Innovation must not assign its rights and obligations under this Deed to any person.

8. GENERAL PROVISIONS

8.1 General warranties

Each party warrants to the other party that:

- 8.1.1 this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- 8.1.2 unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust.

8.2 Entire agreement

This Deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

8.3 Variation

This Deed must not be varied except by a later written document executed by all parties.

8.4 Waiver

A right created by this Deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

8.5 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this Deed.

8.6 Governing law and jurisdiction

The laws applicable in Queensland govern this Deed. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.

8.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

SCHEDULE

Assignment Date

23 JAN 2017
AM

XXth day of January 2017

Consideration

The sum of one dollar (\$1.00) payable on execution of this Deed

Materials

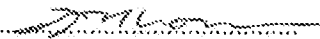
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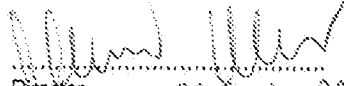
1. patent applications – Australian Provisional Patent Application number 2015904106 filed on 8 October 2015; Australian Provisional Patent Application number 2015905245 filed on 17 December 2015; and International Patent Application number PCT/AU2016/050941 filed 7 October 2016 titled 'MATERIALS MANAGEMENT SYSTEMS AND METHODS';
2. business names – all business names associated with Verton Technologies Pty Ltd
3. domain names – vertron.com.au; vertongroup.com.au and .com; vertronholdings.com.au and .com; gyrover.com.au and .com;
4. logos as displayed on all products, marketing material and websites associated with the Verton Group brand and the Rover project;
5. all other materials associated with the intellectual property of Ideality Innovation Pty Ltd and the Rover project.

SS/C AM

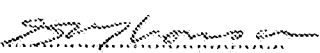
EXECUTED as a Deed.

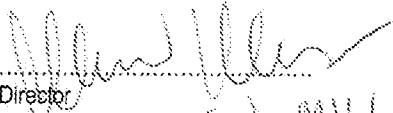
EXECUTED by VERTON TECHNOLOGIES AUSTRALIA
PTY LTD in accordance with Section 127 of the
Corporations Act 2001 (Cth):


..... S J THOMSON
Director/Secretary


.....
Director ANDREW MILLER

EXECUTED by IDEALITY INNOVATION PTY LTD:


..... S J THOMSON
Director/Secretary


.....
Director ANDREW MILLER

