PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6724503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WINDFLOW TECHNOLOGY LIMITED (IN LIQUIDATION)	04/28/2021

RECEIVING PARTY DATA

Name:	SYNCWIND POWER LIMITED	
Street Address:	LEVEL 1, 136 ILAM ROAD	
Internal Address:	ILAM	
City:	CHRISTCHURCH	
State/Country:	NEW ZEALAND	
Postal Code:	8540	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9835140

CORRESPONDENCE DATA

Fax Number: (703)816-4100

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: 7038164132

Email: agoode@nixonvan.com

Correspondent Name: NIXON & VANDERHYE P.C.

Address Line 1: 901 N. GLEBE ROAD, 11TH FLOOR

Address Line 4: ARLINGTON, VIRGINIA 22203

ATTORNEY DOCKET NUMBER:	0000-EMBON-MISC
NAME OF SUBMITTER:	ERIC JENSEN
SIGNATURE:	/ERIC JENSEN/
DATE SIGNED:	05/24/2021

Total Attachments: 6

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DEED OF ASSIGNMENT

WINDFLOW TECHNOLOGY LIMITED IN LIQUIDATION

SYNCWIND POWER LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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REEL: 056323 FRAME: 0870

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PARTIES

WINDFLOW TECHNOLOGY LIMITED IN LIQUIDATION
c/- PriceWaterhouseCoopers, 60 Cashel Street, Christchurch, 8013,
New Zealand (Assignor)

SYNCWIND POWER LIMITED, c/- Level 1, 136 Ilam Road, Ilam, Christchurch, 8540, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignor is the owner of the Intellectual Property Rights.
- B. The Assignor has agreed to assign, and the Assignee has agreed to accept, the Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. **DEFINITIONS**

1.1 In this deed, including the Introduction, the following word will have the following meaning:

Intellectual Property Rights means the Patents and the Trade Marks;

Patents means the patents and patent applications specified in the Schedule; and

Trade Mark means the trade mark (together with the registration for that trade mark) specified in the Schedule.

2, ASSIGNMENT

- 2.1 **Assignment:** For good and valuable consideration, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to the Intellectual Property Rights.
- 2.2 Rights of action: The assignment effected by clause 2.1 includes, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

3. GENERAL

3.1 Liquidators' Liability

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- (a) This deed is entered into by the Vendor acting by and through the liquidators appointed in respect of the Assignee and not by the liquidators personally, and any personal liability of the liquidators is excluded.
- (b) This clause and each other term of this deed is intended (including for the purposes of the Contract and Commercial Law Act 2017) to be for the benefit, and to be enforceable at the suit, of the liquidators and their employees, agents, contractors and partners.

3.2 **Counterparts:**

- This deed may be executed in any number of counterparts (including electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- Governing law: New Zealand law governs the formation, validity, 3.3 construction and performance of this Agreement. The parties irrevocably agree that the courts of New Zealand will have nonexclusive jurisdiction to hear and determine all disputes under this Agreement.

SIGNED AS A DEED

SIGNED WINDFLOW TECHNOLOGY LIMITED IN LIQUIDATION by:

in the presence of:

Signature of Authorised Signatory Malcolm Grant Hollis Name of Authorised Signatory

WITNESS

Signature:

Name:

Julianno-Hutton-

Address:

Solicitor Christchurch-

Occupation:

PATENT

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SIGNED SYNCWIND POWER LIMITED by:	
in the presence of:	Signature of sole Director
	Rame of sole Director Mergan Henderson
	28 April, 2021
WITNESS	

Signature:
Name:
Julianna Huttan
Solicitor
Christchurch
Occupation:

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SCHEDULE

PATENTS

Country	Official number	Title	Status
United States	9835140	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Registered
United Kingdom	2512536	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Registered
Turkey	TR2014072121B	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Registered
South Africa	2014/04298	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Registered
Republic of Korea	10-2014567	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Registered
New Zealand	626075	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Registered
India	4628/CHENP/2014	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Examination in progress
China	ZL201280063303.7	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Registered
Australia	2012354296	POWER GENERATING SYSTEM AND HYDRAULIC CONTROL SYSTEM	Registered

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TRADE MARKS

WINDFLOW



Country	Official number	Class	Device
China	1275445	7, 9, 37, 42	WINDFLOW
India	3253349	7, 9, 37, 42	WINDFLOW
Madrid Protocol (TM)	1275445	7, 9, 37, 42	WINDFLOW
New Zealand	1027718	7, 9, 37, 42	WINDFLOW
New Zealand	762979	7, 9, 37, 42	WIND/FLOW
Republic of Korea	45-2017- 0023855	7, 9, 37, 42	WINDFLOW
United States	4786042	7, 9, 37, 42	WINDFLOW

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RECORDED: 05/24/2021

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