

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6737586

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AQUA DIAGNOSTIC PTY LTD	02/20/2021
RECEIVING PARTY DATA	
Name:	579453 ONTARIO INC. DBA MANTECH
Street Address:	5473 HIGHWAY 6 NORTH
City:	GUELPH
State/Country:	CANADA
Postal Code:	N1H 6J2
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7598086
Patent Number:	7759125
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:	5195766910
Email:	waterloo.ip@gowlingwlg.com
Correspondent Name:	NEIL W. HENDERSON
Address Line 1:	GOWLING WLG (CANADA) LLP
Address Line 2:	50 QUEEN STREET N
Address Line 4:	KITCHENER, ONTARIO N2H 6M2
ATTORNEY DOCKET NUMBER:	K0564913
NAME OF SUBMITTER:	NEIL W. HENDERSON
SIGNATURE:	/Neil W. HENDERSON/
DATE SIGNED:	06/01/2021
Total Attachments: 7	
source=K0564913AssignmentUS#page1.tif	
source=K0564913AssignmentUS#page2.tif	
source=K0564913AssignmentUS#page3.tif	
source=K0564913AssignmentUS#page4.tif	

source=K0564913AssignmentUS#page5.tif

source=K0564913AssignmentUS#page6.tif

source=K0564913AssignmentUS#page7.tif

C.

Confirmatory Deed of Assignment of Patents – United States of America

Aqua Diagnostic Pty Ltd

ACN 113 070 134

and

579453 Ontario Inc.

gadens

Level 20, MLC Centre
19 Martin Place
Sydney NSW 2000
Australia

T +61 2 9231 4996
F +61 2 9163 3000

Contents

1. Definitions and interpretation	1
2. Confirmation of assignment	2
3. Further acts	2
4. Counterparts	2
5. Legal costs	3
6. Governing law and jurisdiction	3
Schedule	1

Confirmatory Deed of Assignment of Patents

Parties

1. **Aqua Diagnostic Pty Ltd** ACN 113 070 134 (**Assignor**) of Level 1, 159 Dorcas Street, South Melbourne, VIC 3205, Australia
2. **579453 Ontario Inc.**, a Canadian Corporation carrying on business as MANTECH (**Assignee**) of 5473 Highway 6 North, Guelph, Ontario, N1H 6J2, Canada

Background

- A. The Assignor is the owner of the US registered Patents set out in the Schedule.
- B. The Assignor has agreed to assign and the Assignee has agreed to accept the assignment of the Patents on the terms and conditions contained in the Acquisition of Intellectual Property Assets Agreement.
- C. This deed has been created to record the assignment of the Patents on the United States Patent and Trademark Office (**USPTO**) Register of Patents.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

The following words have the following meanings in this deed, unless the context requires otherwise:

Acquisition of Intellectual Property Assets Agreement means the agreement entered into between the Assignor, the Assignee and another party dated 28 January 2021; and

Patents means the patents described in the Schedule.

1.2 Interpretation

In this document, unless the context requires otherwise:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) a reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

- (f) A reference to a party means a person who is named as a party to this document and any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and performing any action from time to time;
- (k) an agreement, representation or warranty by two or more persons binds them jointly and severally and is for the benefit of them jointly and severally;
- (l) a reference to a clause, annexure, attachment or schedule is a reference to the corresponding clause, annexure, attachment or schedule in this document;
- (m) A reference to this agreement, this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.

1.3 Schedules

Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule, the clause of this deed prevails.

2. Confirmation of assignment

The Assignor confirms and the Assignee acknowledges that the Assignor has assigned all rights, title and interest in the Patents to the Assignee under the terms of the Acquisition of Intellectual Property Assets Agreement as at the date of this deed.

3. Further acts

The Assignor will do such further acts, deeds and things, and execute such further documents and instruments, as may be reasonably necessary to allow the Assignee to register, evidence, or enforce its rights and interest in and to the Patents, and to enable the Assignee to have the full unencumbered benefit of the rights confirmed to be assigned under this document.

4. Counterparts

- (a) This deed may be executed in counterparts. All executed counterparts constitute one document.
- (b) If this deed is undated and there is no contrary intention stated, the date of the deed is the date of last execution by a party.

5. Legal costs

- (a) The Assignor and the Assignee must each pay its own costs and expenses in respect of the negotiation, preparation, execution and delivery of this deed and any deed or document entered into or signed under this deed.
- (b) The Assignee will pay all costs and expenses relating to the recordal of assignment of the Patents on the patents register of the USPTO.

6. Governing law and jurisdiction

This deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of its courts.

Schedule

Patents

Country	WIPO Patent No.	US Patent No.	Patent Title	Priority Date	Status
United States of America	WO2004/088305	7598096	PHOTOELECTROCHEMICAL DETERMINATION OF CHEMICAL OXYGEN DEMAND	10 Nov 2005	Granted
United States of America	WO2004/088305	7759125	PHOTOELECTROCHEMICAL DETERMINATION OF CHEMICAL OXYGEN DEMAND	11 August 2009	Granted

Signing page

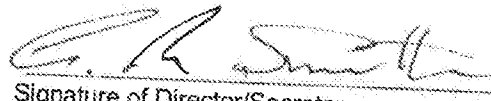
Executed as a deed.

Dated 20 FEB 2021

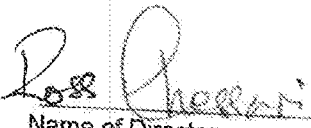
Executed by Aqua Diagnostic Pty Ltd
ACN 113 070 134 in accordance with section
127(1) of the Corporations Act 2001:



Signature of Director



Signature of Director/Secretary

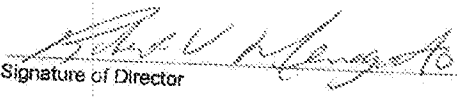


Name of Director
(Block Letters)

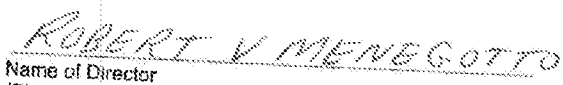


Name of Director/Secretary
(Block Letters)

Executed by 579453 Ontario Inc., a Canadian
Corporation carrying on business as MANTECH
by its duly authorised officers:



Signature of Director



Name of Director
(Block Letters)