

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6745195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT STEPHEN MOWBRAY	06/20/2012
ROGER PHILLIPS	08/03/2012
RECEIVING PARTY DATA	
Name:	NAVICO AUCKLAND LIMITED
Street Address:	C/- LEVEL 18, PRICEWATERHOUSECOOPERS TOWER
Internal Address:	188 QUAY STREET
City:	AUCKLAND
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9213089
CORRESPONDENCE DATA	
Fax Number:	(803)255-9831
<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:	704-417-3000
Email:	ip@nelsonmullins.com, chandel.vanlaere@nelsonmullins.com
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1:	301 S. COLLEGE ST., 23RD FLOOR
Address Line 2:	ONE WELLS FARGO CENTER
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	48379/09010
NAME OF SUBMITTER:	PATRICK L KARTES, REG. NO. 64,678
SIGNATURE:	/Patrick L. Kartes/
DATE SIGNED:	06/03/2021
Total Attachments: 7	
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PATENT

REEL: 056438 FRAME: 0522

ROBERT STEPHEN MOWBRAY

ROGER PHILLIPS

NAVICO AUCKLAND LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

ROBERT STEPHEN MOWBRAY, a British citizen of 15 Morefield Place, Ullapool, Ross-shire IV26 2TS, United Kingdom ("First Assignor")

ROGER PHILLIPS, a New Zealand citizen of 27A Seaview Road, Castor Bay, Auckland 0620, New Zealand ("Second Assignor")

NAVICO AUCKLAND LIMITED, a New Zealand company whose registered office is located at c/- Level 18, PricewaterhouseCoopers Tower, 188 Quay Street, Auckland, New Zealand ("Assignee")

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such 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 words will have the following meanings:

"Assignors" means the First Assignor and the Second Assignor;

"Copyright" means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

"Design Rights" means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention

as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

"Invention" means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

"Patent Application" means the patent application identified in the Schedule; and

"Patent Rights" means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by the Assignors, the Assignors hereby assign to the Assignee absolutely all of their rights, title and interest in and to:
 - (a) the Invention; and
 - (b) the Intellectual Property Rights.
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, 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.
- 2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so. By waiving such "moral rights", the Assignors acknowledge they will have no right to be identified as the author or creator of any relevant Copyright works, nor to object to any derogatory or other treatment of such works.

3. FURTHER ACTIONS

- 3.1 If requested by the Assignee, each of the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

4. GENERAL

- 4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 4.2 **Facsimile counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile 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 facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- 4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.


SIGNED AS A DEED

SIGNED by **ROBERT STEPHEN MOWBRAY** in the presence of:


Signature

20-JUNE-2012
Date

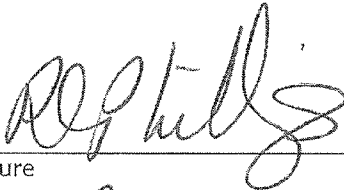
WITNESS 1

Signature: 
Name: M. S. TURNER
Address: 20 SENECA ROAD, AUCKLAND
Occupation: DIRECTOR


WITNESS 2

Signature: R. Macdonald
Name: RUAIRIDH MACDONALD
Address: 10 LATIMER CENTRE
Occupation: ELECTRICIAN


SIGNED by **ROGER PHILLIPS** in the
presence of:


Signature
03 AUGUST 2012
Date

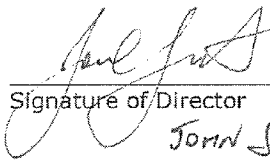
WITNESS 1

Signature: 
Name: EE CHEN
Address: 24 MEADOWVALE AVENUE, FORREST HILL
Occupation: SOFTWARE DEVELOPER

WITNESS 2

Signature: 
Name: Graeme Bell
Address: 12a Malabar Dr, Ellerslie
Occupation: Software Engineer

SIGNED by NAVICO AUCKLAND
LIMITED by:



Signature of Director

Name of Director
21/08/12

Date


Signature of Director

Name of Director
LUCINDA ABODO

Date
18/2/13

**SCHEDULE
PATENT APPLICATION**

Country	Application No.	Title	Date Filed
United States of America	13/474289	Radar Clutter Suppression System	17 May 2012