

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6899731

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION	03/03/2021
RECEIVING PARTY DATA	
Name:	METIS TECHNOLOGIES PTY LTD
Street Address:	6 WOODS CLOSE
City:	HUNTINGWOOD, NEW SOUTH WALES
State/Country:	AUSTRALIA
Postal Code:	2148
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16466778
CORRESPONDENCE DATA	
Fax Number:	(512)334-2999
<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:	5123342900
Email:	rortiz@phiplaw.com
Correspondent Name:	PARKER HIGHLANDER PLLC
Address Line 1:	1120 S. CAPITAL OF TEXAS HIGHWAY
Address Line 2:	BUILDING ONE, SUITE 200
Address Line 4:	AUSTIN, TEXAS 78746
ATTORNEY DOCKET NUMBER:	SPFE.P0003US
NAME OF SUBMITTER:	MARK H. VOGES
SIGNATURE:	/Mark H. Voges/
DATE SIGNED:	09/03/2021
Total Attachments: 7	
source=SPFEP0003US_Assignment-CSIRO-Metis#page1.tif	
source=SPFEP0003US_Assignment-CSIRO-Metis#page2.tif	
source=SPFEP0003US_Assignment-CSIRO-Metis#page3.tif	
source=SPFEP0003US_Assignment-CSIRO-Metis#page4.tif	

source=SPFEP0003US_Assignment-CSIRO-Metis#page5.tif

source=SPFEP0003US_Assignment-CSIRO-Metis#page6.tif

source=SPFEP0003US_Assignment-CSIRO-Metis#page7.tif

PATENT

REEL: 057379 FRAME: 0424

DEED OF ASSIGNMENT AND CONFIRMATION

THIS DEED made the 3rd day of March 2021

PARTIES **COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION**, ABN 41 687 119 230, of Building 101, Clunies Ross Street, Black Mountain, ACT 2601, Australia (**CSIRO**)

AND **METIS TECHNOLOGIES PTY LTD**, ABN 47 142 537 728 of 6 Woods Close, Huntingwood, New South Wales 2148, Australia (**Metis**)

RECITALS

- A. On or around 22 January 2015, CSIRO and Metis entered into a Co-Investment Agreement, as amended by the Deed of Variation to Co-Investment Agreement dated 4 April 2016 (the **Agreement**) under which CSIRO agreed to assign its entire right, title and interest in and to the Project IP (as defined in the Agreement) to Metis when certain conditions were fulfilled.
- B. CSIRO and Metis agree and acknowledge that all such conditions have been fulfilled. CSIRO now wishes to acknowledge and confirm in writing that it has assigned its entire right, title and interest in and to the Invention and the Assigned IP to Metis with effect from the Effective Date, and Metis acknowledges and confirms in writing that it wishes to accept such assignment.
- C. To the extent necessary, this deed gives effect to or confirms assignment of the Invention and the Assigned IP from CSIRO to Metis with effect from the Effective Date.

WITNESSES

1. DEFINITIONS

In this deed, including the Recitals, the following definitions apply (unless the context otherwise requires):

- 1.1 **Assigned IP** means CSIRO's right, title and interest (if any) in the Invention, the Patent Rights and all Project IP in the Reports.
- 1.2 **Deed of Undertakings** means the Deed of Undertakings entered into by the parties on or around the same date of this deed.
- 1.3 **Effective Date** means 18 June 2019, which is the date upon which the final instalment of the "Fee" and any "Additional Expenses" payable under the Agreement was paid by Metis to CSIRO, in accordance with the Settlement Agreement.
- 1.4 **Employee** means each of Nicholas Ebdon, Ilias Louis Kyratzis, George Maurdev, and Mike O'Shea severally.
- 1.5 **Intellectual Property or IP** means any rights in any existing or future copyright work, patentable invention, design, circuit layout, new plant variety, trademark, know-how or trade secret.
- 1.6 **Invention** means the potentially patentable invention described in the claims set out in Schedule 1 of the Deed of Undertakings.

1.7 **Patent Rights** means to the extent relating to the Invention:

- (a) the patent applications set forth in Schedule 1 and any other patent applications to be filed in respect of any aspect of the Invention anywhere in the world;
- (b) all patent applications that are based on, or claim priority from, or are divided from or are continuations of, or are additions to the patent applications described in paragraph (a); and
- (c) all patents which may be granted pursuant to any of the patent applications referred to in paragraphs (a) and (b).

1.8 **Project IP** has the meaning given to it under the Agreement.

1.9 **Reports** means all reports provided by CSIRO to Metis under the Agreement, which are the reports listed in Schedule 2 and all information, drawings, specifications, designs, test results, and other technical information or data included in the Reports.

1.10 **Settlement Agreement** means the Settlement and Variation Agreement entered into between the parties on or about 27 February 2019.

2. ACKNOWLEDGEMENT AND ASSIGNMENT TO METIS

2.1 CSIRO and Metis each agree and acknowledge that:

- (a) under clause 6.4 of the Agreement, all rights in the Project IP vested in Metis on and from the date the "Fee" and any "Additional Expenses" were fully paid;
- (b) the Project IP includes the Assigned IP;
- (c) under the terms of the Settlement Agreement, the final instalment of the "Fee" and any "Additional Expenses" was paid on 18 June 2019.

2.2 CSIRO hereby confirms that on the Effective Date the Assigned IP vested in Metis and CSIRO hereby confirms that all its right, title and interest in and to the Assigned IP was assigned to Metis on the Effective Date.

2.3 To the extent that the vesting and assignment referred to in clause 2.2 was not effective for any reason, in consideration for the sum of A\$1.00 and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by CSIRO), CSIRO hereby assigns to Metis its entire right, title and interest in the Assigned IP, with effect on and from the date of execution of this deed, including without limitation:

- (a) the right to apply for any form of protection, including patent or other applications for or in relation to the Assigned IP anywhere in the world;
- (b) the right to claim priority from any patent or other applications or registrations in respect of the Assigned IP;
- (c) the right to use or commercially exploit the Assigned IP; and
- (d) the right to sue for damages and all other remedies in respect of any infringement of the Assigned IP which may have occurred before the date of this deed.

3. FURTHER ASSURANCE

3.1 CSIRO agrees, upon the request of Metis to take all steps, execute all documents and do

everything reasonably necessary to give effect to the assignments contemplated by this deed and to facilitate the transactions contemplated by it, to enable Metis to obtain, perfect, defend or assert its interests in and rights to use and exploit the rights assigned.

4. WARRANTY

4.1 CSIRO warrants that:

- (a) each of the Employees was employed by CSIRO between 22 January 2015 and at least 30 November 2017 and contributed to the creation of Project IP in the course of performing the Services described under the Agreement;
- (b) as at the date of execution of this deed, to the actual knowledge of the CSIRO Technical Contact, all material information in relation to the Invention and the Assigned IP was disclosed to Metis and it has not disclosed any information relating to the Invention and the Assigned IP to any third party without Metis's prior written consent;
- (c) to the best of its knowledge on the date of this deed, as at the Effective Date, CSIRO had the rights to make the assignment of the Assigned IP to Metis as described under clause 2.1;
- (d) the assignment of its rights in the Invention and the Assigned IP pursuant to this deed does not place it in breach of any contract, arrangement or understanding with any third party;
- (e) it has not granted, or purported to grant, to any third party any licence of or other interest in the Assigned IP; and
- (f) it has not given any form of mortgage, charge, lien, pledge or other security interest in relation to the Assigned IP.

5. GENERAL

- 5.1 This deed, together with the Agreement, the Settlement Agreement and the Deed of Undertakings, contains the entire agreement between the parties as to its subject matter. No amendments to this deed will be effective unless it is in writing and signed by all parties.
- 5.2 This deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.
- 5.3 Each party is to bear its own costs arising out of the negotiation, preparation and execution of this deed, except that an assignee must pay any applicable stamp duty and fees in connection with the assignments of Intellectual Property pursuant to this deed.
- 5.4 An assignee under this deed will pay to the respective assignor all taxes or imposts in the nature of goods and services tax (GST) as may be assessed from time to time in connection with the assignment of the Invention and the Assigned IP pursuant to relevant legislation upon receipt of a valid tax invoice.
- 5.5 The following rules of interpretation apply unless the context requires otherwise.
 - (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and conversely.

- (c) A reference to any party to this deed or any other deed or document includes the party's successors and permitted assigns.
 - (d) The word 'including' and similar expressions are not words of limitation.
 - (e) This document or any part of it is not to be construed against a party because that party drafted or proposed it.
- 5.6 If any provision of this deed is unenforceable or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability or invalidity or, if this is not possible, then such provision will be severed from this deed, without affecting the enforceability or validity of any other provision of this deed.
- 5.7 This deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- 5.8 Metis must not use CSIRO's name or trademarks in a manner that suggests CSIRO endorses or is associated with Metis' business, products or services.

[The next page is Schedule 1.]

SCHEDULE 1 – Patent Rights

Application No.	Title	Filing Date	Status	Country
2016904999	Extruded polyacrylonitrile copolymer	5 December 2016	Lapsed (PCT Application Filed)	Australia
PCT/AU2017/000254	Extruded polyacrylonitrile copolymer	30 November 2017	Completed National Phase	PCT
P6000798/2019	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	United Arab Emirates
2017371378	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	Australia
3046032	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	Canada
201780085195.6	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	China
17878285.0	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	Europe
287124	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	Israel
2019-531113	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	Japan
754759	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	New Zealand
2019120278	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	Russia
16/466778	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	United States

SCHEDULE 2 - Reports

Ref: EP179446

Cross Linked Polyacrylate – Investigation of New Production Methods. Report 1:
Literature and IP search of hydrazine and hydrazine replacements
Milestone report 1 (dated July 2015)

Authors: Collis, Gavin; Mardel, James; Collis, Gavin; Kyratzis, Louis

Ref: EP179519

Cross Linked Polyacrylate – Investigation of New Production Methods. Report 2:
Progress on replacement of hydrazine for cross-linking polyacrylic acid.
Milestone report 2 (dated Sep 2015)

Authors: Collis, Gavin; Ebdon, Nicholas; Jeffery, Justine; Kyratzis, Louis; Mardel, James;
O'Shea, Mike; Truong, Yen

Ref: EP179520

Cross Linked Polyacrylate – Investigation of New Production Methods. Report 3:
Progress on replacement of hydrazine for crosslinking polyacrylic acid.

Authors: Brackley, Colin; Collis, Gavin; Ebdon, Nicholas; Jeffery, Justine; Kyratzis, Louis; Wilde,
Andrea

EP18345

**Cross Linked Polyacrylate – Metis Scale-Up Trial 1. Report 4: Progress of hydrazine
replacement for cross-linking polyacrylic acid.**

Dated October 2017 at WaxCon Trial 1

Authors: Collis, Gavin; Kyratzis, Louis; Jeffery, Justine; Ebdon, Nicholas

[The next page is the execution page.]

EXECUTED AS A DEED.

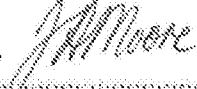
Executed as a deed by
**Commonwealth Scientific and
Industrial Research Organisation**
by its duly authorised representative
in the presence of

By executing this deed, the signatory
warrants that the signatory is duly authorised
to execute this deed on behalf of CSIRO:


Signature of Witness

Emily Moore
Name of Witness

3 March 2021
Date

pp 
Signature of Authorised Representative

Leon Prentice, Research Director
Name of Authorised Representative

3 March 2021
Date

Executed as a deed by
Metis Technologies Pty Ltd
in accordance with
s 127 of the *Corporations Act (2001)* (Cth)


Signature of Director / Secretary

Rodney John Gray
Name of Director / Secretary

1/3/21
Date


Signature of Director

Pamela Genelle Coghlan
Name of Director

1/3/21
Date