

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6899750

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHAEL GERAKIOS	06/25/2019
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>		
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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: 5		
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DEED OF CONFIRMATION

THIS DEED made the 25th day of June 2019

PARTIES **MICHAEL GERAKIOS**, an Australian citizen, of 196 Hillside Road, Avoca Beach, New South Wales 2251, Australia (the **Employee**)

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

RECITALS

- A. The Employee is a true inventor of the invention described in the patent applications set forth in Schedule 1 (**Invention**).
- B. At all material times during the creation of the Invention, the Employee was employed by Metis and ownership of all Intellectual Property in or related to the Invention (including the Assigned IP) belongs to Metis.
- C. To the extent necessary, this deed gives effect to or confirms the assignment of the Invention and the Assigned IP from the Employee to Metis.

WITNESSES

1. DEFINITIONS

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

- 1.1 **Assigned IP** means all Intellectual Property in the Invention, the Patent Rights and all Intellectual Property in the Technical Information.
- 1.2 **Effective Date** means 29 November 2017, being the day prior to the filing of the patent application set forth in Schedule 1.
- 1.3 **Intellectual Property** means all means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, utility models, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information be kept confidential, but does not include moral rights that are not transferable.
- 1.4 **Patent Rights** means:
 - (a) the patent application 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).
- 1.5 **Technical Information** means information, including drawings, specifications, designs,

test results, and other technical information or data relating to the Invention or the Assigned IP, and any material form in which the above materials or information are contained or embodied, or from which they can be reproduced.

2. CONFIRMATION OF ASSIGNMENT TO METIS

- 2.1 The Employee confirms the assignment to Metis of his entire right, title and interest in the Invention and the Assigned IP, with effect on and from, the earlier of the creation of the Invention or the Effective Date.
- 2.2 To the extent, if any, that any of right, title or interest in the Invention or the Assigned IP of the Employee was not validly assigned to Metis, in consideration for the sum of A\$1.00 and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by the Employee), the Employee hereby assigns to Metis his entire right, title and interest in the Invention and the Assigned IP, with effect on and from, the earlier of the creation of the Invention or the Effective Date, including without limitation:
- (a) the right to apply for any form of protection, including patent or other applications for or in relation to the Invention or the Assigned IP anywhere in the world;
 - (b) the right to claim priority from any patent or other applications or registrations within the Assigned IP;
 - (c) the right to use or commercially exploit the Invention and the Assigned IP;
 - (d) the right to sue for damages and all other remedies in respect of any infringement of the Invention or the Assigned IP which may have occurred before the date of this deed; and
 - (e) the rights to otherwise fully and entirely stand in the place of the Employee in all matters related to any foregoing.
- 2.3 To the extent (if any) that legal and beneficial ownership of the Invention or the Assigned IP cannot validly vest in Metis from the creation of the Invention or the Effective Date, such assignment will take effect on and from the date of execution of this deed.

3. FURTHER ASSURANCE

- 3.1 The Employee agrees, upon the request of Metis:
- (a) to do everything reasonably necessary to give effect to this deed and to facilitate the transactions contemplated by it, including, but not limited to, the execution of confirmations of assignment in favour of a successor in title of Metis;
 - (b) (to the extent legally and practically possible) to execute documents and give evidence required for the prosecution of applications within the Patent Rights, the defence of oppositions to such applications, the enforcement of Patent Rights and the defence of the validity of Patent Rights; and
 - (c) to make available at the expense of Metis any information, books and records in its possession or control reasonably required for the prosecution of applications within the Patent Rights, the enforcement of Patent Rights and the defence of the validity of Patent Rights.

4. WARRANTY

- 4.1 The Employee warrants that he is an inventor of the Invention and no part of any work by him in the course of creating the Invention or the Assigned IP was undertaken for the purposes of his employment or engagement by a party other than Metis.

5. AUTHORITY

- 5.1 The Employee authorises Metis, or a successor in title of Metis, to file and prosecute an application for patent or other protection for the Invention or the Assigned IP in the name of the Employee if such an application is required by the laws of any country. The Employee agrees and acknowledges that any applications filed in the name of the Employee in relation to the Invention or the Assigned IP are solely for the benefit of Metis; and the Employee acquires no right, title or interest in or to such applications.

6. GENERAL

- 6.1 This deed 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.

[The next page is Schedule 1.]

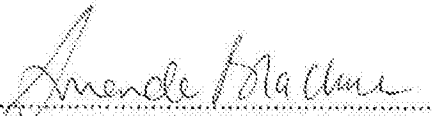
SCHEDULE 1


Application No.	Title	Filing Date	Status	Country
PCT/AU2017/000254	Extruded polyacrylonitrile copolymer	30 November 2017	Pending	PCT

[The next page is the execution page.]


EXECUTED AS A DEED.

Signed, sealed and delivered by
Michael Gerakios
in the presence of


Signature of Witness
Amanda Blackman
16/12 Tryon Road
Lindfield NSW 2070
Name of Witness Solicitor and Notary Public


Signature of Michael Gerakios
25/6/19
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
P.G. COGHILLAN
Name of Director/Secretary
25/6/19
Date


Signature of Director
MICHAEL GERAKIOS
Name of Director
25/6/2019
Date

