

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7014910

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GREGORY BRIAN O'GRADY	04/29/2018
RECEIVING PARTY DATA		
Name:	SURGICAL DESIGN STUDIO LIMITED	
Street Address:	5-7 KINGDON STREET	
City:	NEWMARKET	
State/Country:	NEW ZEALAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16754476
CORRESPONDENCE DATA		
Fax Number:	(860)474-4765	
<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:	8602756756	
Email:	kreiner@mccarter.com	
Correspondent Name:	KEVIN L. REINER	
Address Line 1:	185 ASYLUM STREET	
Address Line 4:	HARTFORD, CONNECTICUT 06103	
ATTORNEY DOCKET NUMBER:	121918.00022	
NAME OF SUBMITTER:	KEVIN L. REINER	
SIGNATURE:	/KEVIN L. REINER/	
DATE SIGNED:	11/09/2021	
Total Attachments: 8		
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JOHN BILKEY DAVIDSON

ROBERT BRUCE DAVIDSON

GREGORY BRIAN O'GRADY

IAN PETER BISSETT

AUCKLAND UNISERVICES LIMITED

SURGICAL DESIGN STUDIO LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

JOHN BILKEY DAVIDSON a New Zealand citizen of 61B St Georges Bay Road, Parnell, Auckland 1052, New Zealand (**First Assignor**)

ROBERT BRUCE DAVIDSON a New Zealand citizen of 61A St Georges Bay Road, Parnell, Auckland 1052, New Zealand (**Second Assignor**)

GREGORY BRIAN O'GRADY a New Zealand citizen of 4 Glenalmond Road, Mount Eden, Auckland 1024, New Zealand (**Third Assignor**)

IAN PETER BISSETT a New Zealand citizen of 72 Ngatiawa Street, One Tree Hill, Auckland 1061, New Zealand (**Fourth Assignor**)

AUCKLAND UNISERVICES LIMITED, a New Zealand company of 70 Symonds Street, Auckland, New Zealand (**UniServices**)

SURGICAL DESIGN STUDIO LIMITED 5-7 Kingdon Street, Newmarket, Auckland, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention and are named as inventors for the Patent Applications.
- B. The First Assignor and the Second Assignor devised or contributed to the Invention as employees of the Assignee. The Third Assignor and Fourth Assignor devised or contributed to the Invention as an employee of the University of Auckland.
- C. UniServices is responsible for the management of the intellectual property rights of the University of Auckland, and all those rights vest in UniServices by operation of a Deed of Agreement dated 27 February 1997.
- D. The Assignors and UniServices acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- E. Each of the Assignors and UniServices 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, Second Assignor, Third Assignor and Fourth Assignor.

Copyright means any:

- (a) copyrights in any original artistic, literary and other works; and
- (b) database rights,

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

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 and Copyright;

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

Patent Applications means the patent applications 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 the right to be granted 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 Applications together with:
 - (i) any patents that may be granted pursuant to the Patent Applications; 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 Applications 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 and other good and valuable consideration, 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 the Intellectual Property Rights.
- 2.2 **UniServices rights:** To the extent that UniServices holds any legal or beneficial interest in or to any Intellectual Property Rights as a result of the Third Assignor and Fourth Assignor devising or contributing to the invention, for consideration of NZ\$1.00 and other good and valuable consideration, UniServices hereby:

- (a) assigns that interest in the Intellectual Property Rights to the Assignee; and
- (b) consents to and approves the Third and Fourth Assignor's assignment under clause 2.1.

2.3 **Rights of action:** The assignments effected by clauses 2.1 and 2.2 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.

3. FURTHER ACTIONS

3.1 If requested by the Assignee, each of the Assignors and Uniservices 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.

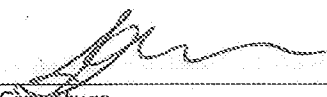
4.2 Counterparts:

- (a) This deed may be executed in any number of counterparts (including facsimile and 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 facsimile and electronically scanned 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.

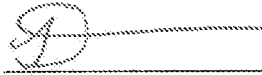
EXECUTED AS A DEED

SIGNED by JOHN BILKEY DAVIDSON in
the presence of:


Signature

29/4/18
Date

WITNESS

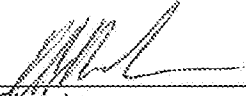
Signature: 

Name: Jacqueline Davidson

Address: 61B St George Bay Rd, Penell

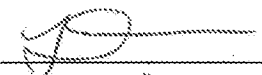
Occupation: Physiotherapist

SIGNED by ROBERT BRUCE DAVIDSON
in the presence of:


Signature

29/04/18
Date

WITNESS

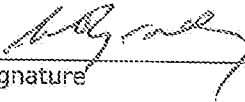
Signature: 

Name: Jacqueline Davidson

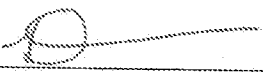
Address: 61B St George Bay Rd, Penell

Occupation: Physiotherapist

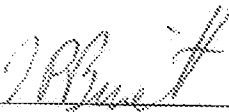
SIGNED by GREGORY BRIAN O'GRADY
in the presence of:


Signature
29/4/2018
Date

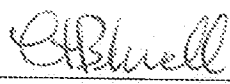
WITNESS

Signature: 
Name: Jacqueline Davidson
Address: 618 St Georges Bay Rd, Portell
Occupation: Physiotherapist

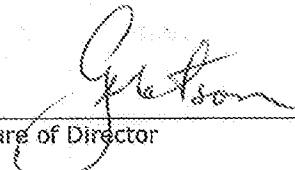
SIGNED by IAN PETER BISSETT in the
presence of:


Signature
26 April 2018
Date

WITNESS

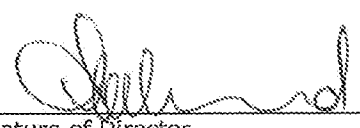
Signature: 
Name: LA BLACKWELL
Address: 21A DYSART LANE KUMBERA AUCKLAND
Occupation: GROUP SERVICES COORDINATOR

SIGNED by AUCKLAND UNISERVICES
LIMITED by:


Signature of Director

JAMES METSON
Name of Director

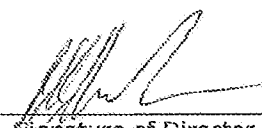
19 JUNE 2018
Date


Signature of Director

Adrienne Clard
Name of Director

20 June 2018
Date

SIGNED by SURGICAL DESIGN STUDIO
LIMITED by:


Signature of Director

Robert Bruce Davidson
Name of Director

29/04/18
Date


Signature of Director

John B. Davidson
Name of Director

29/4/18
Date

**SCHEDULE
PATENT APPLICATION**

Country	Application Number	Title	Date Filed
New Zealand	736237	Nutrient Recycling Device	9 October 2017
New Zealand	737381	Nutrient Recycling Device	15 November 2017