

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7015235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GREGORY BRIAN O'GRADY	11/23/2018

RECEIVING PARTY DATA

Name:	SDS PUSH LIMITED
Street Address:	5 KINGDON STREET
Internal Address:	C/- CLIVE BUSH
City:	AUCKLAND
State/Country:	NEW ZEALAND

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16754476

CORRESPONDENCE DATA

Fax Number: (860)560-5926
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.
Phone: 8602756752
Email: zjohnson@mccarter.com
Correspondent Name: ZANE JOHNSON
Address Line 1: 185 ASYLUM STREET
Address Line 4: HARTFORD, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	121918.00022
NAME OF SUBMITTER:	ZANE JOHNSON
SIGNATURE:	/ZANE JOHNSON/
DATE SIGNED:	11/09/2021

Total Attachments: 12

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SURGICAL DESIGN STUDIO LIMITED

GREGORY BRIAN O'GRADY

JOHN BILKEY DAVIDSON

ROBERT BRUCE DAVIDSON

SDS PUSH LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

SURGICAL DESIGN STUDIO LIMITED, a New Zealand company whose registered office is located at c/- Ecovis KGA Limited, Level 2, 5-7 Kingdon Street, Newmarket, Auckland 1023, New Zealand (**First Assignor**)

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

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

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

SDS PUSH LIMITED, a New Zealand company whose registered office is located at c/- Clive Bish, 5 Kingdon Street, Newmarket, Auckland 1023, 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, Second Assignor, Third Assignor, and Fourth Assignor;

Copyright means all:

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

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;

Improvements has the meaning given to it in clause 4.1;

Improvements IP has the meaning given to it in clause 4.2(a);

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;

Know-How means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

Patent Application means the patent application identified in the below table; and

Country	Application No.	Title	Date Filed
International (PCT)	PCT/IB2018/057792	NUTRIENT RECYCLING DEVICE	9/10/2018

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 patent 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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:
- (a) the Invention; and
 - (b) the Intellectual Property Rights,
- to the extent that the Assignors hold any such rights, title and interest as at the date of this deed.
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:
- (a) 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; and
 - (b) all rights of ownership of any materials that form part of the Know-How.
- 2.3 **Moral rights:** The Assignors waive all of their moral rights relating in Copyright works throughout the world, to the extent that they may lawfully do so.

3. KNOW-HOW

- 3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to them;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original embodiments of the Invention and any materials that form part of the Know-How.

3.2 **Confidentiality:**

- (a) The Assignors agree to treat all Information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. IMPROVEMENTS

4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Invention;
- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to the articles of or relating to the Invention,

devised, created, designed, contributed to or acquired by them (**Improvements**).

4.2 **Ownership of Improvements:**

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements (**Improvements IP**). To the extent that any Improvements and Improvements IP do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and Improvements IP on trust for the Assignee.

- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and Improvements IP; or
 - (ii) file a protective application for such Improvements and Improvements IP and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 **Further actions:** 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:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights and Improvements IP, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights and Improvements IP (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights and Improvements IP);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights and Improvements IP;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights and Improvements IP; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights and Improvements IP; and
- (e) otherwise implement and carry out their obligations under this deed.

5.2 **Power of attorney:** Each of the Assignors hereby irrevocably appoints the Assignee as their attorney with full power to act in their

name and on their behalf in fulfilling any of the matters set out in clause 5.1:


- (a) to the extent that such of the Assignors fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate such of the Assignors to request the fulfilment of such matters.

6. GENERAL

- 6.1 **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.
- 6.2 **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 or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- 6.3 **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 **SURGICAL DESIGN STUDIO LIMITED** by:



Signature of Director
John Davidson

Name of Director
23/11/18

Date

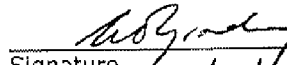


Signature of Director
Robert Davidson

Name of Director
23/11/18

Date


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



Signature
23/11/18

Date

WITNESS


Signature: 

Name: BENJAMIN LOUEDAM

Address: Dept. of Surgery, University of Auckland

Occupation: Doctor


SIGNED by **JOHN BILKEY DAVIDSON** in the presence of:



Signature
23/11/18

Date

WITNESS


Signature: 

Name: JOHN O'HAGAN

Address: 11 MITCHELL ST.

Occupation: ENGINEER.

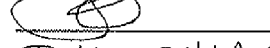
SIGNED by **ROBERT BRUCE DAVIDSON** in
the presence of:



Signature
23/11/18

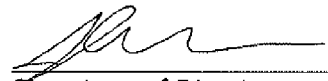
Date

WITNESS

Signature: 

Name: JOHN O'HAGAN
Address: 11 MITCHELL ST
Occupation: ENGINEER.


SIGNED by **SDS PUSH LIMITED** by:



Signature of Director
John Davidson

Name of Director
23/11/18

Date



Signature of Director
Robert Davidson

Name of Director
23/11/18

Date

