

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7023262

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JORD INTERNATIONAL PTY LIMITED	07/17/2018
RECEIVING PARTY DATA	
Name:	THE UNIVERSITY OF NEWCASTLE
Street Address:	NEWCASTLE INNOVATION, RESEARCH & INNOVATION
Internal Address:	130 UNIVERSITY DRIVE
City:	CALLAGHAN
State/Country:	AFGHANISTAN
Postal Code:	2308
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16631745
CORRESPONDENCE DATA	
Fax Number:	(312)977-4405
<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>	
Email:	smonreal@nixonpeabody.com
Correspondent Name:	NIXON PEABODY LLP
Address Line 1:	70 W. MADISON STREET
Address Line 2:	SUITE 5200
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	740172-36USPX
NAME OF SUBMITTER:	JUSTIN D. SWINDELLS
SIGNATURE:	/Justin D. Swindells - Reg. No. 48,733/
DATE SIGNED:	11/14/2021
Total Attachments: 8	
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source=Assignment of Intellectual Property Rights Agreement - Jord and UON#page2.tif	
source=Assignment of Intellectual Property Rights Agreement - Jord and UON#page3.tif	
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Assignment of Intellectual Property

Assignor	Jord International Pty Limited ABN 42 102 636 215 of 40 Oxley Street, St Leonards New South Wales 2065
Assignee	The University of Newcastle ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308
Date of Assignment	17 July 2018
Intellectual Property	IP generated from Innovation Connection projects with the University of Newcastle: "Advanced de-watering of problematic ore and tailings", dated 28 th September 2015 "Advanced dewatering of problematic ore and tailings", dated 1 st February 2017 Patent application: Australian provisional patent application no. 2017902806 PCT application filed on 17 July 2018 claiming priority from Australian provisional patent application no. 2017902806
Assignment Consideration	The University of Newcastle will pay for filing of an international PCT application based on Australian provisional patent application no. 2017902806.
Special Conditions	The parties will sign an exclusive licence back to Jord International within 6 months of this assignment, otherwise the PCT will be assigned back to Jord International. In the case of assignment back to Jord, Jord will reimburse the University for the cost of filing the PCT application and pay costs associated with the assignment. The University will not grant a licence to any third party within the 6 month period from assignment.
University Representative	Kevin Hall Senior Deputy Vice-Chancellor, Research & Innovation University Drive, Callaghan New South Wales 2308 Telephone: 4921 5441 Email: kevin.hall@newcastle.edu.au
Jord International Representative	John Warner Head of Technology Level 1, 40 Oxley Street, St Leonards New South Wales 2065 Telephone: 8425 1500 Email: jwarner@jord.com.au

Execution

Executed as an Agreement

Executed by an authorised person of the University of Newcastle ABN 15 736 576 735 in the presence of:	
..... Signature of authorised person Signature of witness
..... Name of authorised person Name of witness
Date:	
Executed by an authorised person of Jord International Pty Limited ABN 42 102 636 215 in the presence of:	
..... Signature of person Signature of witness
..... Name of person Name of witness
Date:	

Recitals

- A. The Assignor is the owner of the Intellectual Property.
- B. The Assignor has agreed to assign to the Assignee, title and interest in the Intellectual Property on the terms of this Agreement.

Operative Part

1. Operation of this Agreement

1.1 Term

This Agreement comes into operation on the Date of Assignment and continues in perpetuity.

2. Assignment

2.1 Assignment

The Assignor agrees to assign to the Assignee to hold absolutely:

- (a) the entire right, title, and interest in the Intellectual Property; and
- (b) all current and future rights, powers, and immunities arising from any statutory or common law rights granted in relation to the Intellectual Property including the right to claim priority, the right to sue for damages and all other remedies in respect of any infringement of the statutory or common law rights which may have occurred prior to the date of this Agreement.

2.2 Assignment Consideration

The Assignee agrees to provide the Assignment Consideration as the full and final consideration for the Assignment of the Intellectual Property under clause 2.1.

3. General

3.1 Waiver

A failure to exercise, a delay in exercising or a partial exercise of a right created under or arising from a breach of this Agreement does not result in a waiver of that right.

3.2 Relationship between the parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

3.3 Severability

Where a clause in this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

3.4 Variations

Any variation to this Agreement must be in writing signed by, or on behalf of, both parties.

3.5 Entire Agreement

This Agreement replaces all previous agreements between the parties concerning its subject matter and contains the entire agreement between the parties.

3.5 Governing law and jurisdiction

This Agreement is governed by and construed in accordance with the laws of New South Wales, and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

3.7 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this, and all together constitutes one Agreement.

3.8 Costs

Each party must pay its own costs arising out of the negotiation, preparation and execution of this Agreement.

4. Definitions and Interpretation

4.1 Interpretation

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this Agreement.
- (b) The singular includes the plural and the plural includes the singular.
- (c) The word 'includes' in any form is not a word of limitation.
- (d) Words of any gender include all genders.
- (e) A reference to A\$, \$A, dollar or \$ is to Australian currency.
- (f) Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

- (g) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual.
- (h) A reference to a clause, party, schedule or annexure is a reference to a clause, party, schedule or annexure of, or to, this Agreement.
- (i) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (j) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- (k) A reference to a party to a document includes that party's

successors and permitted assignees.

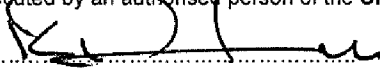
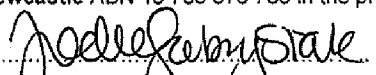
- (l) A promise on the part of 2 or more persons binds them jointly and severally.
- (m) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of this Agreement or that provision.
- (n) A reference to a body, other than a party to this Agreement, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

Assignment of Intellectual Property

Assignor	Jord International Pty Limited ABN 42 102 636 215 of 40 Oxley Street, St Leonards New South Wales 2065
Assignee	The University of Newcastle ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308
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Execution

Executed as an Agreement

Executed by an authorised person of the University of Newcastle ABN 15 736 576 735 in the presence of:	
	
Signature of authorised person	Signature of witness
PROFESSOR KEVIN HALL SENIOR DEPUTY VICE-CHANCELLOR (RESEARCH AND INNOVATION)	MRS JODIE GABRYSIAK EXECUTIVE ASSISTANT TO THE SENIOR DEPUTY VICE-CHANCELLOR (RESEARCH & INNOVATION)
Name of authorised person	Name of witness
Date: <u>18 July 2018</u>	
Executed by an authorised person of Jord International Pty Limited ABN 42 102 636 215 in the presence of:	
.....
Signature of person	Signature of witness
.....
Name of person	Name of witness
Date:	



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