## 507029088 12/15/2021

# **PATENT ASSIGNMENT COVER SHEET**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MIGUEL GUIMARAES	03/01/2011
BRUCE LILLEY	03/08/2011
QUINTIN NIENABER	03/01/2011
TONY YOUNG	03/08/2011

## **RECEIVING PARTY DATA**

Name:	CQMS RAZER PTY LTD
Street Address:	36 ENTERPRISE STREET
City:	MACKAY, QUEENSLAND
State/Country:	AUSTRALIA
Postal Code:	4740

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	11193256

### **CORRESPONDENCE DATA**

Fax Number:

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:** 3126165600

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Correspondent Name: JOHN AUGUSTYN

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Address Line 2: LEYDIG, VOIT & MAYER
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ATTORNEY DOCKET NUMBER:	289384
NAME OF SUBMITTER:	JOHN AUGUSTYN
SIGNATURE:	/John Augustyn/
DATE SIGNED:	12/15/2021

**Total Attachments: 9** 

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PATENT 507029088 REEL: 058400 FRAME: 0088

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PATENT REEL: 058400 FRAME: 0089

## DEED OF ASSIGNMENT

#### **Parties**

Between:

Miguel Guimaraes

c/- 36 Enterprise Street, Mackay, Queensland, 4740

("Guimaraes");

And:

**Bruce Lilley** 

c/- 36 Enterprise Street, Mackay, Queensland, 4740

("Lilley")

And:

**Quintin Nienaber** 

c/- 36 Enterprise Street, Mackay, Queensland, 4740

("Nienaber")

And:

Tony Young

c/- 36 Enterprise Street, Mackay, Queensland, 4740

("Young")

And:

**CQMS RAZER PTY LTD** 

36 Enterprise Street, Mackay, Queensland, 4740

("CQMSR")

And:

**CQMS PTY LTD** 

36 Enterprise Street, Mackay, Queensland, 4740

("CQMS")

# Background

A. CQMS is the applicant in respect of the Intellectual Property.

- B. Guimaraes, Lilley, Nienaber and Young have each made a contribution to the Inventions.
- C. Guimaraes is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- D. Lilley is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- E. Nienaber is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and

- beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- F. Young is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- G. CQMSR acknowledges that, by virtue of a previous agreement with CQMS, CQMSR has an obligation to assign to CQMS its entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof.
- H. The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely with CQMS.

# **Agreed Terms**

## **DEFINITIONS AND INTERPRETATION**

The following words have these meanings in this Deed:

**"Patent applications"** means the patent applications listed in Schedule 1.

"Inventions" means the inventions which are the subject of the Patent Applications listed in Schedule 1.

"Intellectual Property" means the Patent Applications and the Inventions.

# Operative Provisions

THIS DEED WITNESSES: pursuant to the foregoing and in consideration of the sum of ten dollars (\$10.00) paid to CQMSR by or on behalf of CQMS, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between the parties as follows:

- Guimaraes hereby confirms assignment to CQMSR of his entire right, title
  and interest in and to the Intellectual Property, and the legal and beneficial
  ownership thereof, including without limitation:
  - a. the right to claim Convention priority therefrom and to any patent

- granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
- b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
- Guimaraes hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:
  - a. further assuring the title of CQMSR to the Intellectual Property;
  - b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
  - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
- 3. Lilley hereby confirms assignment to CQMSR of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
  - a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
  - the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
- 4. Lilley hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:
  - a. further assuring the title of CQMSR to the Intellectual Property;
  - b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
  - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.

- 5. Nienaber hereby confirms assignment to CQMSR of his entire right, title and interest in and to the intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
  - a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
  - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
- 6. Nienaber hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:
  - a. further assuring the title of CQMSR to the Intellectual Property;
  - b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
  - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
- 7. Young hereby confirms assignment to CQMSR of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
  - a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
  - the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
- 8. Young hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:
  - a. further assuring the title of CQMSR to the Intellectual Property;
  - b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including

- without limitation Australia and the United States of America; and
- c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
- 9. CQMSR hereby confirms assignment to CQMS of its entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
  - a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
  - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
- 10. CQMSR hereby undertakes at the expense of CQMS to do all acts and execute all documents necessary or desirable for:
  - a. further assuring the title of CQMS to the Intellectual Property;
  - b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
  - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
- 11. No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.
- 12. This Deed is governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

- 13. Each of the parties warrants:
  - a. that the name, details of the incorporation (as applicable) and address of the party are correctly stated herein; and
  - b. its power to enter into this Deed.
- 14. This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.
- 15. This Deed may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

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# Schedule 1

Official No.	Title	Property Type	Country	Application Date
2009906064	AN EXCAVATOR WEAR ASSEMBLY	Patent Application	Australia	11 December 2009
PCT/AU2010/001556	A LOCK ASSEMBLY FOR AN EXCAVATOR WEAR MEMBER	Patent Application	Patent Cooperation Treaty	19 November 2010

Execution		
EXECUTED as a DEED.		
Executed by MIGUEL GUIMARAES this ()   day of MILLUI In the presence of:  Signature of witness	2011	Miguel Guimaraes
		V
Alfred von Dijk		
Name of witness (print)		
Executed by BRUCE LILLEY this 3 <sup>th</sup> day of MARCH In the presence of: Signature of witness	2011	Bruce Lilley
MIGHTL GUMARAES		
MIGUEL GUIVARAES.  Name of witness (print)		
Executed by QUINTIN NIENABER this on day of MARCH In the presence of:	2011	Quintin Nienaber
Signature of witness		
Alfred van Dijk.		
Name of witness (print)		
ü ,		F & F 1/2
Executed by TONY YOUNG this 8th day of MARCH	2011	July 1 Ma
In the presence of:		Topy Young
Mal.		Tony Young
Signature of witness		1.
MICHER COLORS		
MIGUEC GUIMARAES.  Name of witness (print)		

Executed by CQMS RAZER PTY LTD ACN 010 402 990 day of  $m \alpha cch_{2011}$ OZ this David Haslett In accordance with Section 127 of the Corporations Act in the presence of: Signature of witness Mark Andrew Behne Miffed va. Dik Name of witness (print) Executed by CQMS PTY LTD ACN 122 935 906 O2 day of march 2011 this In accordance with Section 127 David Haslett of the Corporations Act in the presence of: Signature of witness Alfred van Dijk

Name of witness (print)