

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7117595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOHN MAURICE MITCHEM	10/27/2021
ANDREW PHILIP SCOTT	10/27/2021
ROMILLY BLACKBURN	10/27/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OPERATA PTY LTD
<b>Street Address:</b>	3 THOMPSON STREET
<b>Internal Address:</b>	WATSONIA
<b>City:</b>	VICTORIA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3087
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17515311
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)757-7779
<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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<b>Correspondent Name:</b>	DAVIS WRIGHT TREMAINE LLP
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<b>ATTORNEY DOCKET NUMBER:</b>	0118801-001US0
<b>NAME OF SUBMITTER:</b>	NADIN HAMOUI-NAJJAR
<b>SIGNATURE:</b>	/Nadin Hamoui-Najjar/
<b>DATE SIGNED:</b>	01/12/2022
<b>Total Attachments: 5</b>	
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**PATENT**

**REEL: 058632 FRAME: 0850**

OCTOBER 2021

# DEED OF ASSIGNMENT

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**JOHN MAURICE MITCHEM  
AND  
ANDREW PHILIP SCOTT  
AND  
ROMILLY BLACKBURN  
AND  
OPERATA PTY LTD**

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Davies Collison Cave Pty Ltd  
Intellectual Property  
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Ref: 35568832/DBW  
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[dcc.com](http://dcc.com)

**PATENT  
REEL: 058632 FRAME: 0851**

## DEED OF ASSIGNMENT

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**THIS DEED** is made on the 27<sup>th</sup> of October 2021.

### **BETWEEN:**

**John Maurice Mitchem** of 53 Airlie Road, Montmorency, Victoria 3094, Australia  
(**Inventor 1**)

### **AND**

**Andrew Philip Scott** of 85 Clintons Road, Smiths Gully, Victoria 3760, Australia  
(**Inventor 2**)

### **AND**

**Romilly Blackburn** of 40 Jarosite Road, Bells Beach, Victoria 3228, Australia (**Inventor 3**)

(Inventor 1, Inventor 2 and Inventor 3 are, together, referred to as **the Assignors**)

### **AND**

**Operata Pty Ltd (ACN 622 149 142)** of 3 Thompson Street, Watsonia, Victoria 3087, Australia (**Assignee**)

### **RECITALS**

- A. The Assignors have contributed to one or more inventions (**Inventions**) described or claimed (or both) in Australian Provisional Patent Application No. 2020903933 entitled "Cloud audio" filed in the name of the Assignee (**Application**).
- B. Pursuant to employment contracts and/or other agreements between the Assignors and the Assignee (**Agreement**), the parties agreed that the Assignee would be entitled to all right, title and interest in and to the Inventions and related rights.
- C. The parties wish to acknowledge the Assignee's entitlement to the Inventions and related rights.

**NOW THIS DEED WITNESSES** as follows:

#### **1. EFFECT OF DEED**

Each party acknowledges that this Deed is effective on and from the abovementioned date.

#### **2. ACKNOWLEDGEMENT**

The parties acknowledge and agree that, pursuant to the Agreement, the Assignee is entitled to all right, title and interest in and to the Inventions absolutely.

### **3. ASSIGNMENT**

To the extent that, as at the date of this Deed, any Assignor holds any right, title or interest in and to the Inventions, those Assignors hereby each assign to the Assignee absolutely all their right, title and interest in and to:

- (a) the Inventions, including, without limitation, the right to apply for patents or similar legal protection in respect of the Inventions in any country or region of the world (whether as a refiling of any or all of the Application(s), a divisional application, a continuation or a continuation in part or an application made under the Patent Cooperation Treaty, including any national or regional phase entry deriving from such applications), including all rights of priority to the Application(s), and to make such applications including in the name of the Assignors, so that any patents or similar legal protection granted on any or all such applications shall be in the name of, and any such patents or similar protection shall vest in, the Assignee; and
- (b) all powers, privileges and immunities arising or accrued in respect of the Inventions and the Application(s) including, without limitation, the right to sue for and obtain damages, profits, compensation and other relief (and retain any financial awards made) in respect of any infringement of such patents or similar legal protection granted or in respect of any interference with any rights assigned pursuant to this Deed, whether occurring before or after the date of this Deed,

(together, the **Assigned Rights**).

### **4. GENERAL**

#### **4.1 Further Assurances**

Each of the parties undertakes to execute all further documents and render all assistance reasonably required for the purpose of giving full effect to this Deed, including, but not limited to, confirming or recording the title of the Assignee in the Inventions and any patents or other similar legal protection granted in respect of the Inventions and for securing for the Assignee the full benefit of the Assigned Rights.

#### **4.2 Power of Attorney**

Each Assignor hereby irrevocably appoints the Assignee as his or her respective attorney to do all things that the Assignee considers reasonably necessary for the purpose of assigning or perfecting the Assigned Rights including, without limitation, to make, execute and deliver any forms, filings, requests, instructions, certificates, letters and other documents necessary for recording the Assignee as the owner of the Assigned Rights.

#### **4.3 Variations**

No variation of this Deed will be of any force or effect unless it is in writing and signed by each party to this Deed.

#### **4.4 Governing Law**

This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia.

#### 4.5 Counterpart

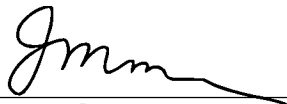
The Deed may be executed in counterparts by each party to this Deed, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. Each party shall be bound by this Deed immediately upon executing it.

#### EXECUTED AS A DEED

**SIGNED, SEALED and DELIVERED** by)  
**JOHN MAURICE MITCHEM** in the)  
presence of: )



Signature of John Maurice Mitchem



Signature of Witness

Jessica Clare Mitchem

Name of Witness

**SIGNED, SEALED and DELIVERED** by)  
**ANDREW PHILIP SCOTT** in the presence)  
of: )



Signature of Andrew Philip Scott



Signature of Witness

John Maurice Mitchem

Name of Witness

**SIGNED, SEALED and DELIVERED** by)  
**ROMILLY BLACKBURN** in the presence)  
of: )



Signature of Romilly Blackburn



Signature of Witness

Andy Scott

Name of Witness

**EXECUTED** as a Deed by **Operata Pty**  
**Ltd (ACN 622 149 142)** in accordance  
with section 127 of the *Corporations Act*  
2001 (Cth): )



\_\_\_\_\_  
Signature of Director

John Maurice Mitchem

\_\_\_\_\_  
Name of Director



\_\_\_\_\_  
Signature of Director / Secretary

Romilly Blackburn

\_\_\_\_\_  
Name of Director / Secretary