

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7127571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EXSS LIMITED	09/23/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SENSOR HOLDINGS LIMITED	
<b>Street Address:</b>	114 ROCKFIELD ROAD	
<b>Internal Address:</b>	PENROSE	
<b>City:</b>	AUCKLAND	
<b>State/Country:</b>	NEW ZEALAND	
<b>Postal Code:</b>	1061	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16649427
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(914)288-0023	
<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>		
<b>Phone:</b>	9142880022	
<b>Email:</b>	uspto@leasonellis.com	
<b>Correspondent Name:</b>	LEASON ELLIS LLP	
<b>Address Line 1:</b>	ONE BARKER AVENUE	
<b>Address Line 2:</b>	FIFTH FLOOR	
<b>Address Line 4:</b>	WHITE PLAINS, NEW YORK 10601	
<b>ATTORNEY DOCKET NUMBER:</b>	02438/008535-US0	
<b>NAME OF SUBMITTER:</b>	EDWARD J. ELLIS	
<b>SIGNATURE:</b>	/edward j. ellis/	
<b>DATE SIGNED:</b>	01/19/2022	
<b>Total Attachments: 7</b>		
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# Deed of Assignment of Intellectual Property

EXSS Limited (formerly StretchSense Limited  
(In liquidation)) (Assignor)

Sensor Holdings Limited (Assignee)



## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

Date: 8/10/2019

### PARTIES

EXSS Limited (formerly StretchSense Limited (in liquidation)) (Assignor)

Sensor Holdings Limited (Assignee),

(together, the Parties).

### BACKGROUND

- A Pursuant to a watershed meeting held on 30 September 2019, Tony Maginness and Kevin Pitfield were appointed jointly and severally as liquidators of StretchSense Limited (*Liquidators*, each a *Liquidator*).
- B By an Agreement for Sale and Purchase of Business and Assets between the Parties dated 23 September 2019 (*SPA*), the Assignor has agreed to sell and the Assignee has agreed to purchase the IP Assets (as that term is defined in the *SPA*), including:
- the trade marks set out in the **attached** Schedule 1 (*Trade Marks*) and the copyright in representations of the Trade Marks; and
  - the patents set out in the **attached** Schedule 2 (*Patents*).
- C This document effects, confirms and records the assignment to the Assignee of the Trade Marks and Patents including, without limitation, for the purposes of enabling the Assignee to be:
- entered on the appropriate country or jurisdiction trade mark register as proprietor of the Trade Marks in that country or jurisdiction; and
  - entered on the appropriate country or jurisdiction patent register as proprietor of the Patents in that country or jurisdiction.

BY THIS DEED the parties agree as follows:

### 1 ASSIGNMENT

The Assignor hereby assigns to the Assignee (and to the extent that such assignment has already been effected under the Agreement, now confirms the assignment to the Assignee of) all the Assignor's right, title, interest and benefit in and to:

- (a) the Trade Marks, including all goodwill, common law rights connected with the Trade Marks (or any of them) and all copyright in representations of any of the Trade Marks (together, *Trade Mark Rights*);



- (b) the Patents, including all goodwill, common law rights connected with the Patents (or any of them), all priority, provisional, PCT, national phase, continuation, divisional and related applications and all granted patents related to each of the Patents and all copyright or design rights in representations of any of the Patents (together, *Patent Rights*); and
- (c) the right to sue and institute proceedings against any person in respect of acts of prior infringement relating to any of the Trade Marks, Trade Mark Rights, Patents or Patent Rights.

## **2 FURTHER ASSURANCES**

On or before the conclusion of the liquidation, but no less than two months from the date of this deed, the Assignor shall, promptly on request of the Assignee, execute all documents and do all things necessary or convenient for the Assignee to secure the benefits of the rights that transferred to the Assignee under this deed including, without limitation, by promptly at the Assignee's request (to the extent the Assignor has not already done so):

- (a) providing the Assignee with full details of and all information relating to the Patents (including, without limitation, the circumstances of invention and creation of those patents and any copyright and design rights in or to these things) and the Trade Marks; and
- (b) taking such steps as the Assignee may reasonably require to have the Assignee entered on the relevant registers as owner of the Patents and Trade Marks.

## **3 EFFECTIVE DATE**

This deed will be effective from 8 October 2019 or as otherwise agreed in writing by the Parties.

## **4 COUNTERPARTS**

This deed may be executed in two or more counterparts, each of which will be deemed to be an original, and all of which together shall constitute one and the same instrument.

## **5 ELECTRONIC DELIVERY OF DEED ALLOWED**

Without limiting any other mode of delivery, the parties agree to allow delivery of this deed by transmission, in electronic form by any means of electronic communication (including facsimile or email of a scanned copy), of an original of this deed executed by a party to the other party or its solicitors.

## **6 LIQUIDATORS NOT PERSONALLY LIABLE**

- 6.1 The Parties acknowledge that the Liquidators are entering into and signing this deed as agents for the Assignor and the Liquidators are party to this deed in their personal capacity only for the purpose of receiving the benefit of the exclusions,



undertakings and indemnities in the Liquidators favour contained in this deed with all such exclusions, undertakings and indemnities in the Liquidators favour contained in this deed being applicable to both of the Liquidators with such provisions intended for the benefit of the Liquidators enforceable at the suit of the Liquidators pursuant to Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

- 6.2 Notwithstanding any action the Liquidators may have taken (which action is deemed to be on behalf of the Assignor and/or in order to obtain the benefit of the exclusions, undertakings and indemnities in their favour contained in this deed) or any other provision of this deed, neither the Liquidators, or their respective representatives will bear any personal liability whether in contract, tort (including negligence) or otherwise, in relation to this deed or any other agreement or document entered into by them pursuant to this deed.

## **7 LIMIT ON LIQUIDATORS' LIABILITY**

- 7.1 If, notwithstanding the provisions of clause 7, a court of competent jurisdiction holds the Liquidators or their representatives personally liable in respect of any matters arising under or incidental to this agreement or any other agreement or document entered into by them pursuant hereto, then:

(a) such liability will be limited to the lesser of:

(i) \$5,000; or

(ii) the value of the assets for the time being of the Assignor in the hands of the Assignor (in their capacity as liquidator of the Assignor) at the time when judgment is entered or execution thereon issued; and

(b) no Assignee will have recourse to either or both of the Liquidators' personal assets (other than the Liquidators' right to be indemnified pursuant to the Companies Act 1993), or to the personal assets of their representatives, nor will they petition or otherwise seek adjudication for bankruptcy of either or both of the Liquidators or of their representatives, in respect of any liability, claim or judgment thereon under, pursuant to or in connection with this deed or any other agreement or document entered into by them pursuant hereto.

- 7.2 The Assignee also acknowledges and agrees that clauses 6 and 7 are not severable from this agreement and under no circumstances will the Assignee (or any person claiming through the Assignee) claim or support any claim that clauses 6 and 7 are unenforceable or should be excluded or severed from this agreement in any way. The provisions of clauses 6 and 7 are intended for the benefit of the Liquidators and their representatives and are enforceable at the suit of the Liquidators, or their respective representatives pursuant to Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

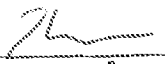
## **8 GOVERNING LAW AND JURISDICTION**

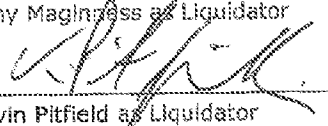
This deed is governed by and construed in accordance with New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.



Executed as a deed by

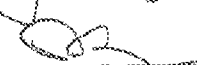
EXSS Limited (formerly StretchSense Limited (in liquidation)) by:

  
\_\_\_\_\_  
Tony Maginness as Liquidator

  
\_\_\_\_\_  
Kevin Pitfield as Liquidator

Sensor Holdings Limited by:

  
\_\_\_\_\_  
Director : JOHN KAUR

  
\_\_\_\_\_  
Director : CHINTAKA RANATUNGA



**SCHEDULE 1 - TRADE MARKS**

<b>COUNTRY REGISTERED</b>	<b>TRADEMARK IDENTIFIER</b>
New Zealand	1034535
New Zealand	1034536
New Zealand	1053812
United States of America	5614063 (IR1377710)
China	G1377710 (IR1377710)
Japan	IR 1377710
Vietnam	IR 1377710



**SCHEDULE 2 - PATENTS**

<b>INVENTION</b>	<b>FILING REFERENCE</b>
Method of fabrication of laminates of elastic material suitable for dielectric elastomer sensing (Method)	US9816800B2
Method of fabrication of laminates of elastic material suitable for dielectric elastomer sensing (Device)	US10228231B2
Electro-mechanical sensor (twisted sensor)	US20170191819A1
An improved electro-mechanical sensor (twisted sensor)	EP3189319A4
改进的机电传感器 (An Improved electro-mechanical sensor aka twisted sensor)	CN107003108A
改善された電気機械センサ (An improved electro-mechanical sensor aka twisted sensor)	JP2017527830A
Electromechanical Device with Improved Connection (stitched shielded connector)	US20180330886A1
A stretch sensor with an improved flexible interconnect (integrated flexible PCB connection in a sensor)	US Application: 16/461,695 (WO2018093275A9)
Sensing over a shared physical channel (connecting multiple high conductivity sensors to one sensing channel) A Device Comprising Multiple Deformation Sensors over Shared Channel and a Process Therefor (31947 AU2017901043A), Improved Sensing for Soft Electronic Circuits (32093 AU2017903402A), Multiple Deformation Sensors with Integrated Resistors on a Shared Channel (32057 AU2017903892A)	US Application: 16/496,736 WO2018174730A1
Interconnecting circuit board to stretchable wires Interconnecting PCB to Fabric Printed Wires (AU2017901687A), Improved Interconnection of Soft and Rigid Electronic Components (AU2017903274A), An Improved Interconnect for Soft Electronic Components (AU2017903545A), Improved Electromechanical Connection for Soft Electronic Components (AU2017904412A), Improved Connection of Soft and Rigid Electronic Components (AU2017904845A)	WO2019022619A1
Improved Capacitive Coupling (indirect connections between sensors and electronics)	PCT/NZ2019/050022
Improvements in Soft Electronics on a Stretchable Substrate (Melted Fabric Invention)	AU2018903214