

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7296270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
MALCOLM VILLIS			09/17/2021
RECEIVING PARTY DATA			
Name:	AUSSIE WINE GROUP HOLDINGS PTY LTD		
Street Address:	UNIT 4, 3-5 MOUNT BARKER ROAD		
Internal Address:	C/O: GALPINS ACCOUNTANTS, AUDITORS & BUS CONSULTANTS		
City:	STIRLING		
State/Country:	AUSTRALIA		
Postal Code:	SA 5152		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	17256772		
CORRESPONDENCE DATA			
Fax Number:	(619)595-8135		
<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>			
Phone:	(619) 595-8028		
Email:	MLAIPSD@DENTONS.COM		
Correspondent Name:	FRANK J. MISKIEL		
Address Line 1:	DENTONS US LLP		
Address Line 2:	4655 EXECUTIVE DRIVE, SUITE 700		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	15806857.000001.US00		
NAME OF SUBMITTER:	FRANK J. MISKIEL		
SIGNATURE:	/Frank J. Miskiel/		
DATE SIGNED:	04/25/2022		
Total Attachments: 7			
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PATENT

REEL: 059698 FRAME: 0119

MALCOLM VILLIS

AUSSIE WINE GROUP HOLDINGS PTY LTD

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY
DESIGN RIGHTS (Patent Family 2)**

PARTIES

MALCOLM VILLIS, an individual, in his personal capacity and as trustee of the Villis Trust, of 359 Nairne Road, Woodside, South Australia 5244 (**Assignor**)

AUSSIE WINE GROUP HOLDINGS PTY LTD (ACN 646 514 990), an Australian company of c/- Galpins Accountants Auditors & Bus Consultants, Unit 4 3-5, Mount Barker Road Stirling South Australia 5152, Australia (**Assignee**)

INTRODUCTION

- A. The Assignor has devised or contributed to the Invention.
- B. The Assignor has agreed that the Assignee is or should be the legal and beneficial owner of the Inventions and the Intellectual Property.
- C. The Assignor has agreed to assign, and the Assignee has agreed to accept, the Inventions and such Intellectual Property Rights to the extent that they hold any such Inventions and Intellectual Property Rights as at the date of this deed, subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following terms will have the following meanings:

Copyright means all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works comprising or relating to the Inventions, that exist or may in the future 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 Inventions, that exist or may in the future 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 referred to in paragraph (a) above; and
- (c) all unregistered design rights arising from the Inventions; and
- (d) all semi-conductor topography or integrated circuit layout rights arising from the Inventions;

Improvements means all developments of, improvements to, additions to or alterations (whether made before or after the date of this deed, and whether or not amounting to an inventive or innovative step)

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Inventions that exist or

may in the future exist anywhere in the world and whether or not registered or registrable, including the Patent Rights, Copyright and Design Rights;

Inventions means any and all inventions the subject of the Patent Application, including any improvements in connection with the Patent Application;

Know-How means any information, knowledge, experience, data and designs in the possession of the Assignor that are confidential and that relate to the Inventions or the process for making or using them;

Patent Application means the applications set out in schedule 1 of this deed;

Patent Rights means all patent rights in and to the Inventions that exist or may in the future exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection for the Inventions in any country;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended) from any application referred to in paragraph (a) above;
- (c) all rights conferred by any patents or similar forms of protection obtained from any applications referred to in paragraphs (a) and (b) above 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 provisionals, divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents); and
 - (iii) any rights in relation to previous provisional applications that the Patent Application is based on, including:
 - (A) provisional application AU 2018902359 filed 29 June 2018; and
 - (B) PCT application PCT/AU2019/050692 filed 28 June 2019.

2. ASSIGNMENT

2.1 Assignment: In consideration for the 'Purchase Price' (as that term is defined in the 'IP Transfer Agreement (Patent Family 2)' between the Assignee and the Assignor dated on or about the date of this deed) paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Inventions;
- (b) the Intellectual Property Rights; and
- (c) the Know-How, including:
 - (i) the exclusive and worldwide right to use, copy, modify and disclose the Know-How for any purpose whatsoever; and

- (ii) the right to file patent and design applications over any part of the Know-How.

2.2 **Rights of action:** The assignments effected by clause 2.1 include:

- (a) the assignment and transfer of:
 - (i) the right to sue for damages for infringement or misuse of the Intellectual Property Rights; and
 - (ii) all other rights of action, powers, legal and equitable remedies, and benefits arising from ownership of the Intellectual Property Rights,in relation to all causes of action arising before, on or after the date of this deed; and
- (b) the assignment and transfer of any materials that form part of the Know-How.

3. KNOW-HOW

3.1 **Provision of Know-How:** The Assignor will, at the request of the Assignee and to the extent it has not already done so, disclose all Know-How to the Assignee in writing.

3.2 **Confidentiality:**

- (a) The Assignor agrees to treat all information relating to the inventions, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) The Assignor will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) The obligations of confidentiality in clauses 3.2(a) and (b) do not extend to any information that is or becomes generally available to the public through no act or default of the Assignor. However, the Assignor will promptly advise the Assignee if the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality of the information referred to in clause 3.2(a).

4. FURTHER ACTIONS

4.1 If requested by the Assignee the Assignor 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 give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

5. GENERAL

5.1 **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.

5.2 **Counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile or 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.

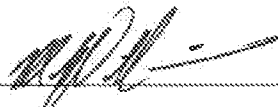
5.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of South Australia. The parties irrevocably agree that the Courts of South Australia will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to South Australia as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

Schedule 1 – Patent Applications

Country	Title	Patent Application number
Australia	Separator for a grape collection unit	AU 2019296521
Europe	Separator for a grape collection unit	EP 3813556
China	Separator for a grape collection unit	CN 112996397
Canada	Separator for a grape collection unit	CA 3104886
New Zealand	Separator for a grape collection unit	NZ 772388
India	Separator for a grape collection unit	IN 202147003563
Chile	Separator for a grape collection unit	CL 03247-2020
South Africa	Separator for a grape collection unit	ZA 2021/00633
USA	Separator for a grape collection unit	US 17/256,772

SIGNED AS A DEED

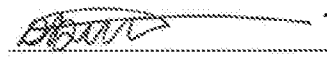
MALCOLM VILLIS in his personal capacity and as trustee of the Villis Trust in the presence of:



Signature
17/9/21

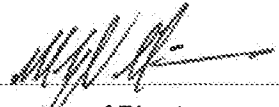
Date

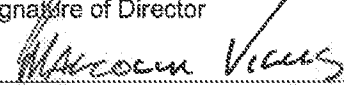
WITNESS

Signature: 

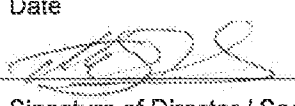
Name: AIRLIE ROSE WATERMAN
Address: LEVEL 1, 19 GOUGER STREET, ADELAIDE SA 5000
Occupation: SOLICITOR

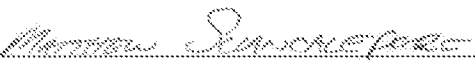
**AUSSIE WINE GROUP HOLDINGS
PTY LTD** by:



Signature of Director


Name of Director
17/9/21

Date


Signature of Director / Secretary


Name of Director / Secretary
17/9/21

Date