

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7351385

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| EMBERTEC PTY LTD | 10/30/2020 |
| RECEIVING PARTY DATA | |
| Name: | 369 LABS PTY LTD |
| Street Address: | LEVEL 1, 262-266 PIRIE STREET |
| City: | ADELAIDE, SOUTH AUSTRALIA |
| State/Country: | AUSTRALIA |
| Postal Code: | 5000 |
| PROPERTY NUMBERS Total: 9 | |
| Property Type | Number |
| Patent Number: | 10102595 |
| Application Number: | 16145514 |
| Application Number: | 15527127 |
| Patent Number: | 10055946 |
| Application Number: | 16045917 |
| Patent Number: | 10243369 |
| Application Number: | 14654134 |
| Application Number: | 16417432 |
| Patent Number: | D726107 |
| CORRESPONDENCE DATA | |
| Fax Number: | (608)252-9243 |
| <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: | 608-255-8891 |
| Email: | mal@dewittllp.com |
| Correspondent Name: | MARCIA LAYTON |
| Address Line 1: | DEWITT LLP / INTELLECTUAL PROPERTY DEPT. |
| Address Line 2: | 2 E. MIFFLIN STREET, SUITE 600 |
| Address Line 4: | MADISON, WISCONSIN 53703-2865 |
| ATTORNEY DOCKET NUMBER: | 01040240000 |
| NAME OF SUBMITTER: | MARCIA LAYTON |

PATENT

| | |
|---|----------------|
| SIGNATURE: | /marcialayton/ |
| DATE SIGNED: | 05/26/2022 |
| Total Attachments: 6 source=Assignment--Embortec_to_369_Labs#page1.tif source=Assignment--Embortec_to_369_Labs#page2.tif source=Assignment--Embortec_to_369_Labs#page3.tif source=Assignment--Embortec_to_369_Labs#page4.tif source=Assignment--Embortec_to_369_Labs#page5.tif source=Assignment--Embortec_to_369_Labs#page6.tif | |

**PATENT
ASSIGNMENT DEED**

Embertec Pty Ltd (formally Embertec Technologies
Pty Ltd) – ABN 61 110 367 809 **(Assignors)**

369 Labs Pty Ltd – ABN 89 640 004 628 **(Assignee)**



Level 8, 117 King William Street, Adelaide
South Australia, Australia
T: +61 8 8212 3133 F: +61 8 8231 1273
www.collison.com.au

Details

This Deed of Assignment dated 30th day of OCTOBER 2020.

Between:

1) **Embertec Pty Ltd (formally Embertec Technologies Pty Ltd)** (ABN 61 110 367 809) of Level 2, 31 Franklin Street, Adelaide, South Australia 5000, Australia
(Assignor)

– and –

2) **369 Labs Pty Ltd (ABN 89 640 004 628)** of Level 1, 262-266 Pirie Street, Adelaide, South Australia 5000, Australia **(Assignee)**

Whereas:

- A. The Assignors owns the Intellectual Property, the full details of which are described in the attached Schedule 1.
- B. The Assignors wishes to assign the Intellectual Property and all its rights and benefit to the Assignee for a fee of **AUD\$1.00** and such other consideration which this Agreement may provide.

Agreed Terms

It is hereby agreed as follows:

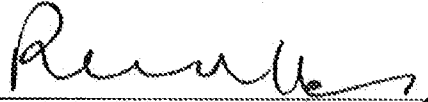
1. The Assignors are the sole legal and beneficial owner of all rights, title and interest in the Intellectual Property and is fully entitled to sell, transfer and assign such rights, title and interest as it wishes without requiring the consent of any person.
2. The Assignors hereby sells, assigns and transfers to the Assignee all of their respective rights, title and interest in the Intellectual Property the full details of which are described in the attached Schedule 1.
3. Upon execution of this Agreement, completion of the assignment and payment of the consideration set out above:

- 3.1 the Assignors relinquishes all rights as defined and provided for under the relevant laws of Australia to the Intellectual Property. The Assignors acknowledges that the Assignee may subsequently license or assign the Intellectual Property to third parties; and
 - 3.2 the Assignors shall transfer to the Assignee without delay all documents relating to and in support of the ownership and title to the Intellectual Property.
4. The Assignors will take whatever action may be necessary, do such further acts and execute and deliver to the Assignee such further instruments as quickly as reasonably possible, so as to allow the Assignee to perfect, register, evidence, or enforce its rights and interest in the Intellectual Property.
5. The Assignors warrants that it has the rights, title and interest to make this assignment.
6. The Assignors makes no additional express or implied warranties whatsoever, including implied warranties of fitness for use or for a particular purpose or of merchantability. In no event, shall Assignors be responsible for any consequential, contingent, special or indirect damages or damages howsoever caused comprising or resulting from loss of data, business, revenue or profit with respect to claims made pursuant to this Agreement. Nor shall Assignors be responsible for claims made by any subsequent purchaser, licensee or end-user of the Intellectual Property even though such consequential or indirect losses may have occurred as a result of any tortious actions or inaction of the Assignor or its employees.
7. This Agreement will be governed by and interpreted under the laws of the State of South Australia, Australia and the parties submit to the jurisdiction of the courts in the State of South Australia.

Signing Page

Executed on this 30th day of OCTOBER 2020.

EXECUTED by Embertec Pty Ltd


Signature

Raymond Kenneth Weekes
Print Name

DIRECTOR
Position Title

30/10/2020
Date

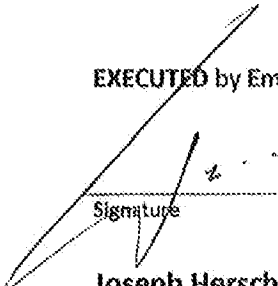
Witness


Signature

ROBERT ESDALE
Print Name

10/11/20
Date

EXECUTED by Embertec Pty Ltd


Signature

Joseph Hersch
Print Name

DIRECTOR
Position Title

30/10/2020
Date

Witness


Signature

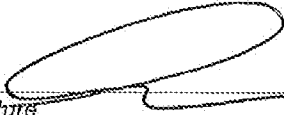
Simeley Herson
Print Name

12/11/20
Date

EXECUTED by 369 Labs Pty Ltd

Witness

Signature



Signature



GEORGE DEMOURTZIDIS

Print Name

ELIAS DEMOURTZIDIS

Print Name

COMPANY SECRETARY

Position Title

DIRECTOR

Position Title

30/10/2020

Date

30/10/2020

Date

Schedule 1

| Embertec Internal Reference | Patent Number | Country | Priority Date | Status |
|-----------------------------|-----------------|-------------------------|---------------|-------------|
| ET009 | 2013201720 | Australia | 8-Mar-12 | Granted |
| ET009 | 10102595 | USA | 8-Mar-12 | Granted |
| ET009DIV1 | 16/145514 | USA | 8-Mar-12 | Application |
| ET009DIV3 | 2018267602 | Australia | 8-Mar-12 | Application |
| ET009 | 2865514 | Canada | 8-Mar-12 | Application |
| ET044 | 2015354388 | Australia | 26-Nov-14 | Granted |
| ET044 | 15/527,127 | USA | 26-Nov-14 | Application |
| ET045 | 15/007717 | USA | 28-Jan-15 | Granted |
| ET088 | 2018203426 | Australia | 15-May-18 | Application |
| ET088 | 16/045917 | USA | 15-May-18 | Application |
| ET086 | 2017110700 95.4 | China | 14-Sep-17 | Application |
| ET086 | 2017903741 | India | 14-Sep-17 | Application |
| ET083 | 2018205071 | Australia | 13-Jul-17 | Application |
| ET016 | 2013201656 | Australia | 20-Dec-12 | Granted |
| ET043 | 14/870168 | USA | 1-Oct-14 | Granted |
| ET040 | 356874 | Australia | 11-Jul-14 | Granted |
| ET040 | 726107 | USA | 8-Sep-14 | Granted |
| ET016 | 14/654134 | USA | 20-Dec-12 | Abandoned |
| ET016 | 2895147 | Canada | 20-Dec-12 | Abandoned |
| ET034 | 201680020494.7 | China | 30-Jan-15 | Abandoned |
| ET043 | 2017245428 | Australia | 1-Oct-14 | Abandoned |
| ET026 | 2014324071 | Canada | 19-Sep-13 | Abandoned |
| ET009 | 2014/01076 7 | Mexico | 8-Mar-15 | Refused |
| ET045 | 2015900237 | Australia | 28-Jan-15 | Lapsed |
| ET090Prov | 2018901804 | Provisional Application | 23-May-18 | Lapsed |