

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7355060

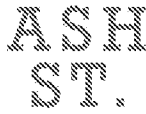
<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AUSRAIL TECHNOLOGIES PTY LTD	01/31/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TTG (HOLDINGS) PTY LTD
<b>Street Address:</b>	LEVEL 25, 288 EDWARD STREET
<b>City:</b>	BRISBANE
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	QLD 4000
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7822491
<b>Patent Number:</b>	7428452
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)682-6031
<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>	2066224900
<b>Email:</b>	charisses@seedip.com
<b>Correspondent Name:</b>	SEED IP LAW GROUP LLP
<b>Address Line 1:</b>	701 FIFTH AVENUE
<b>Address Line 2:</b>	SUITE 5400
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104
<b>ATTORNEY DOCKET NUMBER:</b>	910282.001
<b>NAME OF SUBMITTER:</b>	JARED M. BARRETT
<b>SIGNATURE:</b>	/Jared M. Barrett/
<b>DATE SIGNED:</b>	05/27/2022
<b>Total Attachments: 8</b>	
source=TTG Assignment#page1.tif	
source=TTG Assignment#page2.tif	
source=TTG Assignment#page3.tif	
source=TTG Assignment#page4.tif	

source=TTG Assignment#page5.tif

source=TTG Assignment#page6.tif

source=TTG Assignment#page7.tif

source=TTG Assignment#page8.tif



**Assignment Deed** made on 31 January 2021 by:

**TTG (HOLDINGS) PTY LTD ACN 641 251 363** of Level 25, 288 Edward Street, Brisbane QLD 4000  
(Assignee)

**AUSRAIL TECHNOLOGIES PTY LTD ACN 077 655 102** of Level 1, 12-14 O'Connell Street, Sydney NSW  
2000 (Assignor)

### **Recitals**

- A. The Assignor is the owner of each Trade Mark and each Patent.
- B. The Assignor agreed to assign each Trade Mark and each Patent to the Assignee and the purpose of this Deed is to effect that assignment.
- C. The Assignor wishes to assign to the Assignee all rights, title and interest in each Trade Mark and each Patent.
- D. The Assignee wishes to accept the assignment from the Assignor of all rights, title and interest in each Trade Mark and each Patent, on the following terms and conditions.

### **This Deed Witnesses**

---

#### **1. Definitions and Interpretation**

##### **1.1 Definitions**

In this Deed unless expressed or implied to the contrary:

**Deed** means this document, including any schedule or annexure to it.

**Effective Date** means 31 January 2021.

**Patent** means each patent set out in Schedule 1.

**Trade Mark** means each trade mark, trade mark application and trade mark registration set out in Schedule 2.

**Register** means the official registers of patents and trade marks (as appropriate) in each country, territory or jurisdiction listed in the 'country' column in each of Schedule 1 and Schedule 2.

##### **1.2 Interpretation**

In this Deed:

- (a) the singular includes the plural and vice versa;

- (b) words denoting any gender include all genders;
- (c) headings are for convenience and do not affect interpretation;
- (d) "including" and similar expressions are not words of limitation;
- (e) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa; and
- (g) a reference to any legislation or to any provision of any legislation includes:
  - (i) in any modification or re-enactment of the legislation;
  - (ii) any legislative provision substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
  - (iii) where relevant, corresponding legislation in any Australian State or Territory.

---

**2. Assignment**

- (a) On the Effective Date, the Assignor assigns to the Assignee absolutely, unconditionally and irrevocably, of all of its rights, title and interests in each Trade Mark and each Patent.
- (b) The assignment includes the assignment of the right to take action and recover damages, an account of profits, or both, against third parties for any one or more of the following:
  - (i) infringement of the relevant Trade Mark and/or relevant Patent;
  - (ii) passing off by use of the relevant Trade Mark;
  - (iii) misleading and deceptive conduct in relation to the relevant Trade Mark or relevant Patent,whether or not such infringement or conduct took place before the date of this Deed.
- (c) The Assignor must not, and must not facilitate or assist any other person to, either directly or indirectly challenge the validity of the assignment given by the Assignor under this Deed.

---

**3. Record of assignment and assurances**

- (a) The Assignee agrees to apply to record the assignment of each Trade Marks and each Patent in the relevant Register.
- (b) The Assignor agrees to execute any documents and do all things reasonably requested by the Assignee to give effect to this Deed, including executing and delivering all documents (including applications, affidavits, consents, declarations and assignments) tendered by the Assignee which are required for the purpose of recording the assignment of each Trade Mark and each Patent in the relevant Register.

---

**4. Further assurance**

Each party must promptly at its own cost do all things necessary or desirable to give full effect to this Deed, including executing and if necessary delivering all documents.

---

**5. Severability**

- (a) If any provision in this Deed is unenforceable, illegal or void or makes this Deed or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this Deed remains in force.
- (b) If any provision in this Deed is unenforceable, illegal or void in one jurisdiction but not in another jurisdiction, or makes this Deed or any part of it unenforceable, illegal or void in one jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of this Deed in the jurisdiction where it is unenforceable, illegal or void.

---

**6. Variation**

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

---

**7. Waiver**

- (a) A party's failure or delay to exercise the power or right does not operate as a waiver of that power or right.
- (b) The exercise of power or right does not preclude either its exercise in the future or the exercise of any other power or right.

- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

---

**8. Costs**

- (a) Any fees, costs and expenses incurred in connection with enabling the Assignee to be registered as the sole owner of each Trade Mark and each Patent must be borne and paid by the Assignee.
- (b) Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Deed.
- (c) The Assignee must pay all duty, registration fees and other similar government charges payable in connection with this Deed and all other documents and matters referred to in this Deed when due or earlier if requested in writing by the Assignor.

---

**9. Counterparts**

This Deed may be executed in any number of counterparts all of which taken together constitute one instrument.

---

**10. Governing law and exclusive jurisdiction**

- (a) This agreement is governed by the law in force in New South Wales, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales.

AS  
ST

## Schedule 1 Patents

TITLE	NO.	COUNTRY	STATUS
Scheduling Method and System for Rail Networks	2526152	Canada	Renewal fee due 20 May 2021
System for Improving Timekeeping and Saving Energy on Long-Haul Trains	2405016	UK	Renewal fee due 20 May 2021
Scheduling Method and System for Rail Networks	2003229361	Australia	Renewal due 20 May 2021
System for Improving Timekeeping and Saving Energy on Long-Haul Trains	2526940	Canada	Renewal due 20 May 2021
System for Improving Timekeeping and Saving Energy on Long-Haul Trains	7822491	USA	Renewal due 26 April 2022
Method for Improving Timekeeping and Saving Energy on Long-Haul Trains	2008201906	Australia	Renewal due 20 May 2021
Scheduling Method and System for Rail Networks	7428452	USA	Renewal due 31 January 2024

---

## Schedule 2 Trade Marks

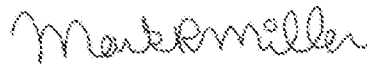
MARK	NO.	COUNTRY	STATUS
ENERGYMISER	1221433	Australia	Registered – Renewal due 25 January 2028
FREIGHTMISER	1698978	INDIA	Registered – Renewal due 13 June 2028
FREIGHTMISER	853748	Australia	Registered – Renewal due 16 October 2030
SCHEDULEMISER	888892	Australia	Registered – Renewal due 11 September 2021
FREIGHTMISER	6808972	People's Republic of China	Registered – Renewal due 6 July 2030



## Signing Page

Executed by the parties as a deed

Executed by **TTG (HOLDINGS) PTY LTD ACN 641 251 363** in accordance with section 127(1) of the *Corporations Act 2001*:



---

Signature of Sole Director and Sole Company Secretary

Mark Miller

---

Print full name

Executed by **AUSRAIL TECHNOLOGIES PTY LIMITED ACN 077 655 102** in accordance with section 127(1) of the *Corporations Act 2001*:

---

Signature of Sole Director and Sole Company Secretary

**Dale Franklin Coleman**

---

Print full name

## Signing Page

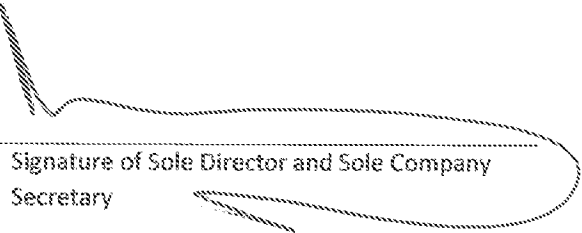
Executed by the parties as a deed

Executed by TTG (HOLDINGS) PTY LTD ACN  
641 251 363 in accordance with section  
127(1) of the *Corporations Act 2001*:

.....  
Signature of Sole Director and Sole Company  
Secretary

.....  
Print full name

Executed by AUSRAIL TECHNOLOGIES PTY  
LIMITED ACN 077 655 102 in accordance with  
section 127(1) of the *Corporations Act 2001*:

  
.....  
Signature of Sole Director and Sole Company  
Secretary

Dale Franklin Coleman

.....  
Print full name