

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7362150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	IMDEX TECHNOLOGY USA LLC	04/21/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	REFLEX INSTRUMENTS ASIA PACIFIC PTY LTD	
<b>Street Address:</b>	216 BALCATT ROAD	
<b>City:</b>	BALCATT, WESTERN AUSTRALIA	
<b>State/Country:</b>	AUSTRALIA	
<b>Postal Code:</b>	6021	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17781889
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(502)587-6391	
<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>	502-587-3400	
<b>Email:</b>	spyles@stites.com	
<b>Correspondent Name:</b>	STITES & HARBISON PLLC	
<b>Address Line 1:</b>	400 W MARKET ST	
<b>Address Line 2:</b>	SUITE 1800	
<b>Address Line 4:</b>	LOUISVILLE, KENTUCKY 40202-3352	
<b>ATTORNEY DOCKET NUMBER:</b>	IM103L-222338-US	
<b>NAME OF SUBMITTER:</b>	SUSAN PYLES	
<b>SIGNATURE:</b>	/susan pyles/	
<b>DATE SIGNED:</b>	06/02/2022	
<b>Total Attachments: 5</b>		
source=IM103L-222338-US_Assignment_Imdex_Tech_to_Reflex_Instruments#page1.tif		
source=IM103L-222338-US_Assignment_Imdex_Tech_to_Reflex_Instruments#page2.tif		
source=IM103L-222338-US_Assignment_Imdex_Tech_to_Reflex_Instruments#page3.tif		
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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### PARTIES

**INDEX Technology USA LLC** a United States company whose registered office is located at **3474 Empresa Drive Suite 150 San Luis Obispo, California, United States 93401 (Assignor)**

**Reflex Instruments Asia Pacific Pty Ltd** an Australian company whose registered office is located at **216 Balcatta Rd, Balcatta Western Australia (Assignee)**

### INTRODUCTION

- A. The Assignor is the owner of the invention described by the Patent Application by way of assignment by the inventors thereof.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. The Assignor has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed

### COVENANTS

#### 1. DEFINITIONS

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

**Copyright** means all:

- (a) copyrights in any original artistic, literary and other works; and
- (b) any database rights,

relating to the Invention as may 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 Invention as may 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 or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

**Intellectual Property Rights** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

**Invention** means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

**Patent Application** means the patent application identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and the right to be granted patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any patent application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; 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 divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## **2. ASSIGNMENT**

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Invention; and
- (b) the Intellectual Property Rights.

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

### **3. FURTHER ACTIONS**

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- 3.1 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.

### **4. GENERAL**

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- 4.1 **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.
- 4.2 **Counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile and 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.
- 4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of Australia. The parties irrevocably agree that the Courts of 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 Australia as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED, SEALED AND DELIVERED by**

**Imdex Technology USA LLC** of 3474 Empresa Drive Suite 150 San Luis Obispo, California, United States 93401 **by:**

by PAUL EDWARD HOUSE  
(Authorised Representative)

[Signature]  
(Signature)

21/04/2021  
(Date)

by TIMOTHY M. PRICE  
(Authorised Representative)

[Signature]  
(Signature)

21/04/2021  
(Date)

**SIGNED, SEALED AND DELIVERED by**

**Reflex Instruments Asia Pacific** of 216 Balcatta Rd Balcatta, Western Australia **by:**

by PAUL EDWARD HOUSE  
(Authorised Representative)

[Signature]  
(Signature)

21/04/2021  
(Date)

by PAUL ANTHONY EDWARDS  
(Authorised Representative)

[Signature]  
(Signature)

21/04/2021  
(Date)

**SCHEDULE**

Country	Application No.	Title	Date Filed
US	62/942,360	MAGNETIC SUSCEPTIBILITY AND CONDUCTIVITY TOOL	02 December 2019
WO	PCT/AU2020/051307	MAGNETIC SUSCEPTIBILITY AND CONDUCTIVITY TOOL	01 December 2020