

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7417744

| | |
|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| AMIR MOKARAMIAN | 03/11/2022 |
| RECEIVING PARTY DATA | |
| Name: | IMDEX LIMITED |
| Street Address: | 216 BALCATT A ROAD |
| City: | BALCATT A, PERTH WA |
| State/Country: | AUSTRALIA |
| Postal Code: | 6021 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 17638003 |
| CORRESPONDENCE DATA | |
| Fax Number: | (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> | |
| Phone: | 502-587-3400 |
| Email: | spyles@stites.com |
| Correspondent Name: | STITES & HARBISON PLLC |
| Address Line 1: | 400 W MARKET ST |
| Address Line 2: | SUITE 1800 |
| Address Line 4: | LOUISVILLE, KENTUCKY 40202-3352 |
| ATTORNEY DOCKET NUMBER: | IM103L-220813-US |
| NAME OF SUBMITTER: | SUSAN PYLES |
| SIGNATURE: | /susan pyles/ |
| DATE SIGNED: | 07/06/2022 |
| Total Attachments: 8 | |
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ANDREW BEACH

AMIR MOKARAMIN

IMDEX LIMITED

REFLEX INSTRUMENTS ASIA PACIFIC PTY LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

Classification | Restricted

PATENT
REEL: 060410 FRAME: 0883

PARTIES

AMIR MOKARAMIAN, an Australian citizen, of c/- 216 Balcatta Road, Balcatta, Perth 6021, WA, Australia (**First Inventor**)

ANDREW BEACH, an Australian citizen, of c/- 216 Balcatta Road, Balcatta, Perth 6021, WA, Australia (**Second Inventor**)

IMDEX LIMITED, an Australian company with ABN 78 008 947 813 whose registered office is located at 216 Balcatta Road, Balcatta, Perth WA 6021 Australia (**Imdex Limited**)

REFLEX INSTRUMENTS ASIA PACIFIC PTY LIMITED an Australian company with ABN 124 204 191 whose registered office is located at 216 Balcatta Road, Balcatta, Perth WA 6021 Australia (**Assignee**)

INTRODUCTION

- A. The First Inventor has devised or contributed to the Invention and the Intellectual Property Rights either during the course of employment with Imdex Limited or under a commission from Imdex Limited.
- B. The Second Inventor has devised or contributed to the Invention and the Intellectual Property Rights either during the course of employment with the Assignee or under a commission from the Assignee.
- B. Imdex Limited acknowledges that the Assignee be the legal and beneficial owner of the Invention and the Intellectual Property Rights
- C. The parties have agreed to assign the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

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

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;

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;

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Patent Applications means the patent applications 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 Applications together with:
 - (i) any patent that may be granted pursuant to any 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 any Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).
- (e) any rights to sue for infringement of any of the rights described in paragraphs (a) – (d) above.

2. INTERPRETATION

- 2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- 2.2 A reference in this Deed to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- 2.3 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 2.4 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to gender also denotes the other gender.
- 2.5 A reference to the word "include" or "including" is to be construed without limitation.

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3. ASSIGNMENT

3.1 **First assignment:** In consideration of the sum of AU\$1.00 paid by Imdex Limited to the First Inventor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the First Inventor, the First Inventor hereby assigns to Imdex Limited absolutely all of their rights, title and interest in and to:

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

to the extent that the First Inventor holds any such rights, title and interest as at the date of this deed.

3.2 **Second assignment:** Following the assignment in clause 3.1, in consideration of the sum of AU\$1.00 paid by the Assignee to Imdex Limited and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Imdex Limited, Imdex Limited hereby assigns to the Assignee absolutely all of its rights, title and interest in and to:

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

to the extent that Imdex Limited holds any such rights, title and interest immediately following the assignment in clause 2.1.

3.3 **Third assignment:** In consideration of the sum of AU\$1.00 paid by Assignee to the Second Inventor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Second Inventor, the Second Inventor hereby assigns to Assignee absolutely all of their rights, title and interest in and to:

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

to the extent that the Second inventor holds any such rights, title and interest as at the date of this deed.

3.4 **Rights of action:** The assignments effected by clauses 3.1 to 3.3 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.

3.5 **Moral rights:** The Inventors waive all of their moral rights relating to Copyright works throughout the world, to the extent that they may lawfully do so.

4. FURTHER ACTIONS

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4.1 If requested by the Assignee, each of the Inventors 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 and electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.

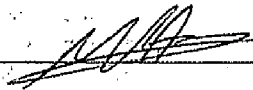
(b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

5.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws in force in Western Australia. The parties irrevocably agree that the Courts having jurisdiction in Western 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 Western Australia as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by AMIR MOKARAMIAN in the presence of:

Signature



Date

11/03/2022

WITNESS

Signature:



Name:

FARIBA NORDZI

Address:

14 BIRCHINGTON ST.
Beckenham, WA 6107


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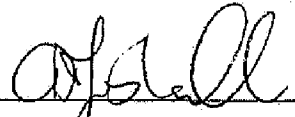
Occupation: Registered Nurse

SIGNED by ANDREW BEACH in the presence of:


Signature

10/03/2022
Date

WITNESS

Signature: 


Name: GRAEME D. MARSHALL

Address: 880 BLUESKIN ROAD
RD2 WAITATI 9085 NZ

Occupation: HEALTH AND SAFETY OFFICER

SIGNED by IMDEX LIMITED

by:


Signature of Authorised Signatory

Paul Evans
Name of Authorised Signatory

16 June - 2022
Date


Signature of Authorised Signatory

MICHAEL TOMASZ
Name of Authorised Signatory

27 - MAY - 2022
Date

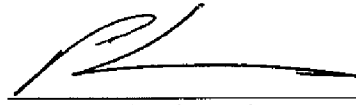
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REEL: 060410 FRAME: 0888

SIGNED by REFLEX INSTRUMENTS ASIA PACIFIC
LIMITED by:



Signature of Authorised Signatory



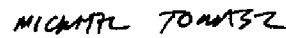
Name of Authorised Signatory

16 - June - 2022.

Date



Signature of Authorised Signatory



Name of Authorised Signatory

27 - MAY - 2022

Date

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Patent Assignment for the Drive Sub for XTRACTA

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PATENT
REEL: 060410 FRAME: 0889

SCHEDULE
PATENT APPLICATIONS

| Country | Application No. | Title | Filing Date |
|---------|--|-------------------------------------|----------------|
| AU | 2019903131 | A Drive Sub for a Drilling Assembly | 27 August 2019 |
| PCT | PCT/AU2020/050894 | A Drive Sub for a Drilling Assembly | 27 August 2020 |
| AU | 2020337179 | A Drive Sub for a Drilling Assembly | 27 August 2020 |
| CA | TBC National phase entry of PCT/AU2020/050894 | A Drive Sub for a Drilling Assembly | 27 August 2020 |
| CL | TBC National phase entry of PCT/AU2020/050894 | A Drive Sub for a Drilling Assembly | 27 August 2020 |
| EU | 20857971.4 | A Drive Sub for a Drilling Assembly | 27 August 2020 |
| US | TBC National phase entry of PCT/AU2020/050894 | A Drive Sub for a Drilling Assembly | 27 August 2020 |
| ZA | 2022/01781 | A Drive Sub for a Drilling Assembly | 27 August 2020 |

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RECORDED: 07/06/2022

REEL: 060410 FRAME: 0890