

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7502028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
IMDEX LIMITED	08/12/2022
RECEIVING PARTY DATA	
Name:	AUSTRALIAN MUD COMPANY PTY LTD
Street Address:	216 BALCATT A RD
City:	BALCATT A, PERTH
State/Country:	AUSTRALIA
Postal Code:	6021
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16643943
CORRESPONDENCE DATA	
Fax Number:	
<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:	805-693-06085
Email:	felixfischer@fischeriplaw.com
Correspondent Name:	FELIX L. FISHCER
Address Line 1:	4525 HOLMAN ST
Address Line 4:	GOLDEN, COLORADO 80403
ATTORNEY DOCKET NUMBER:	I011 101153
NAME OF SUBMITTER:	FELIX L. FISCHER
SIGNATURE:	/Felix L. Fischer/
DATE SIGNED:	08/24/2022
Total Attachments: 9	
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SAMCHEM DRILLING FLUIDS & CHEMICALS PTY LTD

INDEX LIMITED

AUSTRALIAN MUD COMPANY PTY LTD

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

Classification | Restricted

PATENT
REEL: 060886 FRAME: 0143

PARTIES

FRANS CHRISTIAAN HAVENGA a South African citizen of Balcatta, Western Australia, Australia (**First Inventor**)

STORM BURNHAM, a South African citizen of Alberton, Eastern Cape, South Africa (**Second Inventor**)

SHAUN DAVID WILSON, a dual Australian and United Kingdom citizen of Salt Lake City, Utah, United States of America (**Third Inventor**)

SAMCHEM DRILLING FLUIDS & CHEMICALS (PTY) LTD, a South African company whose registered office is located at Unit 3 S&J Industrial Park, 144 Ganymede Street, Gosforth Park, Germiston, South Africa 1419 (**Samchem**)

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**)

AUSTRALIAN MUD COMPANY PTY LTD an Australian company with ABN 56 009 283 416 whose registered office is located at 216 Balcatta Road, Balcatta, Perth WA 6021 Australia (**Assignee**)

INTRODUCTION

- A. First Inventor and Second Inventor have devised or contributed to the Invention during the course of employment with Samchem or under a commission from Samchem.
- B. Third Inventor have devised or contributed to the Invention during the course of employment with Imdex Limited or under a commission from Imdex Limited.
- C. Samchem acknowledges that Imdex Limited should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- D. Imdex Limited acknowledges that the Assignee should be the legal and beneficial owner of the Invention and the Intellectual Property Rights
- E. 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:

Copyright means all:

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

Inventors means the First Inventor, the Second Inventor, and the Third Inventor;

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).

2. ASSIGNMENT

2.1 **First assignment:** In consideration of the sum of AU\$1.00 paid by Samchem to each of the First Inventor and Second Inventor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by First Inventor and Second Inventor, the First Inventor and Second Inventor hereby each assign to Samchem 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 Inventor holds any such rights, title and interest as at the date of this deed.

2.2 **Second assignment:** In consideration of the sum of AU\$1.00 paid by Imdex Limited to the Third Inventor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Third Inventor, Third Inventor hereby assigns to Imdex Limited 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 as at the date of this deed.

2.3 **Third assignment:** Following the assignment in clause 2.1, in consideration of the sum of AU\$1.00 paid by Imdex Limited to Samchem and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Samchem, Samchem hereby assigns to Imdex Limited 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.

2.4 **Fourth assignment:** Following the assignments in clauses 2.2 and 2.3, 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 clauses 2.2 and 2.3.

2.5 **Rights of action:** The assignments effected by clauses 2.1 to 2.4 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.

2.6 **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

3. FURTHER ACTIONS

3.1 If requested by the Assignee, each of the Inventors, Samchem, and Imdex Limited 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

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 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

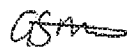
SIGNED by **CHRIS HAVENGA** in the presence of:



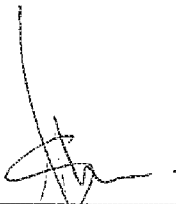
Signature
6/6/2022

Date

WITNESS

Signature: 
Name: Grainne Smith
Address: 216 Balcatta Rd Balcatta WA
Occupation: Product IP Counsel

SIGNED by **STORM BURNHAM** in the presence of:



Signature
6/6/2022

Date

WITNESS

Signature: [Signature]
Name: FC Howesja
Address: 216 Balcatta rd, Balcatta, WA
Occupation: Engineer

SIGNED by SHAUN WILSON in the presence of:

[Signature]
Signature
21st June 2022
Date

WITNESS

Signature: [Signature]
Name: Clara Ainsworth
Address: 1220 W 2200 W # 600 SALT LAKE CITY UT, 84116
Occupation: DISTRIBUTION MANAGER

SIGNED by SAMCHEM DRILLING FLUIDS & CHEMICALS PTY LTD, by:

[Signature]
Signature of Authorised Signatory
MICHAEL TOMASZ
Name of Authorised Signatory
12/8/2022
Date
[Signature]
Signature of Authorised Signatory
PAUL E. HOWES
Name of Authorised Signatory
18/02/2022

Date

SIGNED by IMDEX LIMITED by:

 Signature of Authorised Signatory
 MICHAEL TOMASZ
 Name of Authorised Signatory
 12/8/2022
 Date

 Signature of Authorised Signatory
 PAUL E. HOUSE
 Name of Authorised Signatory
 18/2/2022
 Date

SIGNED by AUSTRALIAN MUD COMPANY
PTY LTD by:

 Signature of Authorised Signatory
 MICHAEL TOMASZ
 Name of Authorised Signatory
 12/8/2022
 Date

 Signature of Authorised Signatory
 PAUL E. HOUSE
 Name of Authorised Signatory
 18/2/2022
 Date

**SCHEDULE
PATENT APPLICATIONS**

Country	Application No.	Title	Date Filed
Australia	2017903659	A Drilling Mud Management System and Method	8 September 2017
PCT	PCT/AU2018/050974	A Drilling Mud Management System and Method	10 September 2018
Australia	2018328759	A Drilling Mud Management System and Method	10 September 2018
Canada	3073740	A Drilling Mud Management System and Method	10 September 2018
Chile	2020000580	A Drilling Mud Management System and Method	10 September 2018
Europe	18854382.1	A Drilling Mud Management System and Method	10 September 2018
United States	16/643,943	A Drilling Mud Management System and Method	10 September 2018
South Africa	2020/01142	A Drilling Mud Management System and Method	10 September 2018