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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7522145

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|---|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MMAPT IP PTY LTD | 08/03/2022 |
| RECEIVING PARTY DATA | |
| Name: | MMAPT ROBOTICS PTY LTD |
| Street Address: | 15 ROONEY STREET |
| Internal Address: | ACN 621 970 992 |
| City: | RICHMOND VIC |
| State/Country: | AUSTRALIA |
| Postal Code: | 3121 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 17059094 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)360-9315 |
| <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: | 3123600080 |
| Email: | rlyons@gbc.law |
| Correspondent Name: | PATRICK J. SMITH |
| Address Line 1: | 300 SOUTH WACKER DRIVE |
| Address Line 2: | SUITE 2500 |
| Address Line 4: | CHICAGO, ILLINOIS 60606 |
| ATTORNEY DOCKET NUMBER: | 7122.150023 |
| NAME OF SUBMITTER: | PATRICK J. SMITH |
| SIGNATURE: | /Patrick J. Smith/ |
| DATE SIGNED: | 09/06/2022 |
| Total Attachments: 9 | |
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THOMSON GEER

LAWYERS

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IP Assignment Deed

between

MMAPT IP Pty Ltd
ACN 626 341 508
(Assignor)

and

MMAPT Robotics Pty Ltd
ACN 621 970 992
(Assignee)

This deed is dated 3rd August

2022

between **MMAPT IP Pty Ltd** ACN 626 341 508 of 379 Smith Street Fitzroy VIC 3065
(Assignor)

and **MMAPT Robotics Pty Ltd** ACN 621 970 992 of 15 Rooney Street Richmond VIC 3121
(Assignee)

(together, the Parties)

Recitals

- A The Parties agree to terminate the Licence Deed and enter into this Deed.
- B The Assignor is the owner of the Trade Marks and the Patents.
- C The Assignor wishes to assign its entire right, title and interest in and to the Trade Marks and its entire right, title and interest in and to the Patents to the Assignee.
- D This Deed confirms the terms and conditions of the assignment of the Trade Marks and the Patents from the Assignor to the Assignee.

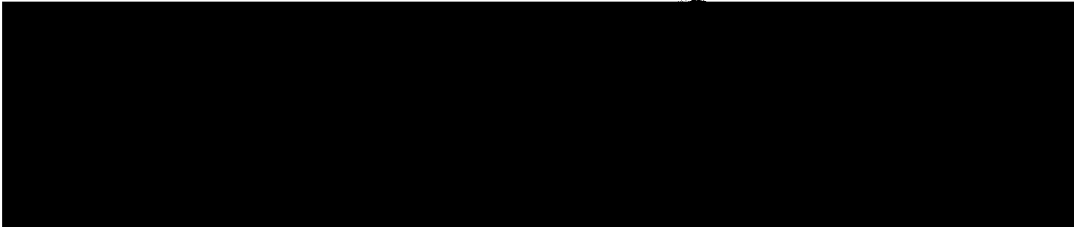
Now it is covenanted and agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context requires otherwise:

Deed means this deed including any Annexures and Schedules.



Effective Date means the date of this Deed.



Goodwill means the goodwill associated with the business, or an aspect of the business, in which the Trade Marks have been used by the Assignor.

Immediate Consideration has the meaning set out in clause 4.

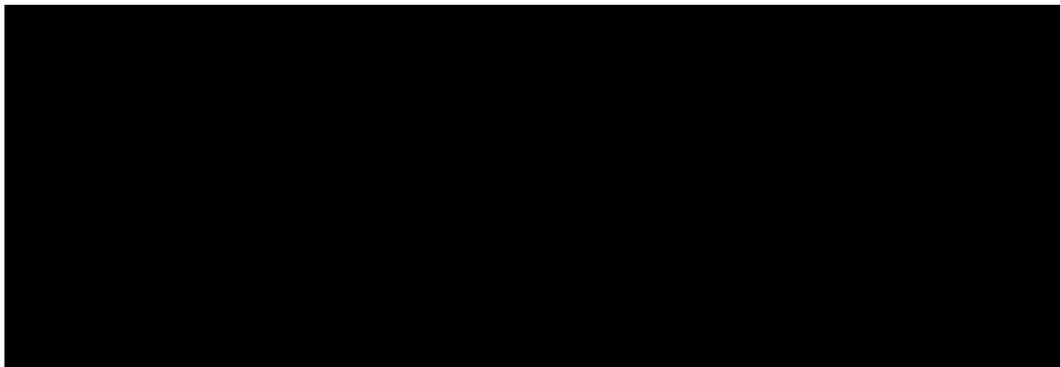
Inventions means all inventions that are the subject of the Patents.

Licence Deed means the deed dated on or around 20 December 2021 between the Parties in respect of the Platform.

Patents means the patents and patent applications (together with any patents granted in any country in connection with any of those applications) specified and described in the Schedule, and any divisional, continuation, continuation in part, re-filing, re-examination, substitution, extension, renewal or any other application deriving priority from any of those patents or patent applications.



Platform means the photography automation hardware and software platform developed by the Assignor and is marketed under the name "Stevie" (and any other future iterations of "Stevie", including but not limited to "SAM") whose functionality includes cataloguing product data, weighing and sizing product, creating still and video content of product and storing content in an online cloud system. For the avoidance of doubt, the Platform does not include any new intellectual property developed by the Assignee (or any of its related parties) that is not derived from the intellectual property contained within the Schedule being assigned by the Assignor.



Trade Marks means the unregistered trade marks as set out in the Schedule.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) reference to:
- (i) the singular includes the plural and the plural includes the singular;
 - (ii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this Agreement and references to this Agreement include any recital, schedule or annexure;
 - (iii) any contract (including this Deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
 - (iv) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (v) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
 - (vi) a person includes his or hers legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
 - (vii) a group of persons is a reference to any 2 or more of them taken together and to each of them individually;
 - (viii) a body which has been reconstituted or merged must be taken to be to the body as reconstituted or merged, and a body which has ceased to exist and the functions of which have been substantially taken over by another body must be taken to be to that other body;
 - (ix) an accounting term is to that term as it is used in Accounting Standards unless specified otherwise;
 - (x) time is a reference to Melbourne, Victoria;

- (xi) a day or a month means a calendar day or calendar month;
- (xii) money (including "\$", "AUD" or "dollars") is to Australian currency; and
- (xiii) any thing (including any amount or any provision of this Agreement) is a reference to the whole and each part of it.

2 Licence

On and from the Effective Date, the Parties agree to terminate the Licence Deed.

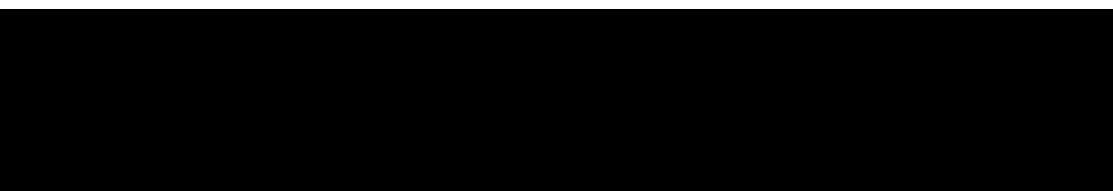
3 Assignment

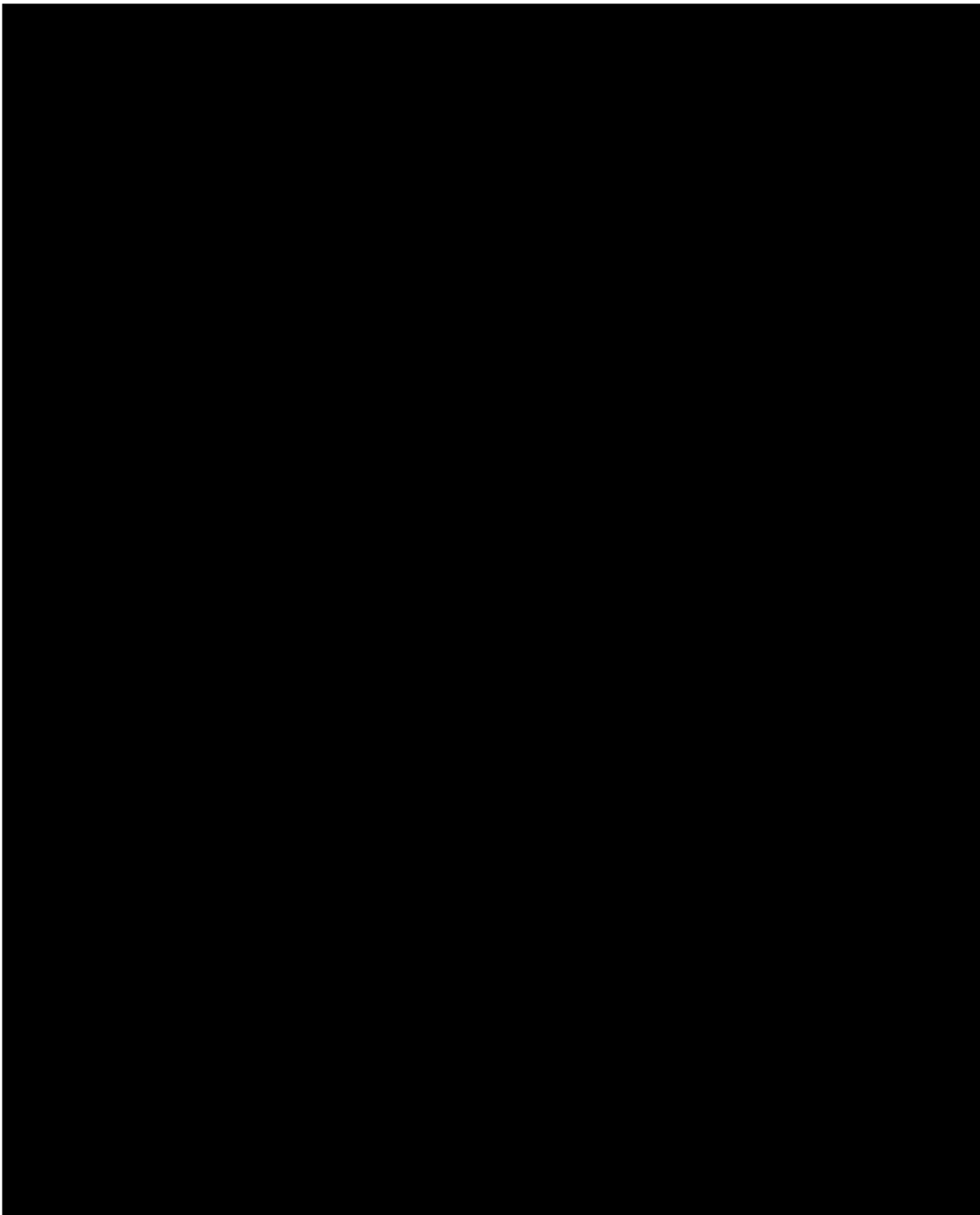
3.1 The Assignor confirms that it has assigned absolutely to the Assignee, encumbrance free and having made all applicable payments in relation to the Trade Marks and Patents, for the Immediate Consideration [REDACTED] as set out in clause 4:

- (a) in relation to the Trade Marks:
 - (i) all right, title and interest in and to the Trade Marks and the Goodwill;
 - (ii) the right to institute and maintain proceedings against any person or entity who before, on or after the date of this Deed wrongfully uses (including any misleading or deceptive conduct and passing off) any of the Trade Marks or any trade mark that is deceptively similar to or substantially identical to any of the Trade Marks;
 - (iii) the right to apply for registration of the Trade Marks in relation to any goods and services under the *Trade Marks Act 1995* (Cth) and throughout the world; and
 - (iv) the right to be treated as the user of the Trade Marks at common law and under the *Trade Marks Act 1995* (Cth); and
- (b) in relation to the Patents:
 - (i) the ownership and benefit of the Patents and all rights arising from them;
 - (ii) all corresponding rights obtainable throughout the world in respect of the Inventions;
 - (iii) all rights, powers, liberties, and associated immunities; and
 - (iv) all rights and causes of action (including without limitation the right to commence and conduct infringement proceedings) that the Assignor may have with respect to any of the Patents from time to time.

4 Immediate Consideration

The payment of \$1.00 shall be made by the Assignee to the Assignor (**Immediate Consideration**) on the Effective Date.





6 The Assignor's obligations

- 6.1 The Assignor agrees to do all things including but not limited to the execution of any further documents and/or signing, submitting or completing any documents or forms required by IP Australia or an equivalent body in other jurisdictions which may be necessary to give effect to and record the assignment of the Trade Marks and the Patents to the Assignee.

- 6.2 The Assignor agrees to do all acts at the Assignee's cost that may be reasonably necessary to:
- (a) enable the Assignee to apply for and obtain registration as the registered owner of the Trade Marks and the Patents;
 - (b) defend applications to remove the Trade Marks from any trade marks register;
 - (c) cancel the record of any authorised user's interest or any other party's recorded interest in the Trade Marks.

7 Further assistance

- 7.1 If reasonably requested by the Assignee (at the Assignee's cost except where the Assignor has caused or substantially caused the issue through their actions or inactions), the Assignor shall promptly provide whatever assistance the Assignee may reasonably require to assist it in conducting any legal proceedings or making any claims against any person or entity alleging that the rights subsisting in the Patent(s) and/or the Trade Mark(s) have been infringed.
- 7.2 If, in providing the assistance contemplated under clause 7.1, the Assignor is required to obtain legal advice and/or representation, then the Assignee agrees to pay the Assignor's reasonable legal costs.

8 Governing law and jurisdiction

This Deed shall be governed by the laws of the State of Victoria and each party irrevocably submits to the exclusive jurisdiction of the courts of that State.

9 Severance

If any provision or part of this Deed shall be for any reason unlawful invalid or unenforceable the offending provision or part of it shall be severed from this Deed without affecting the validity or enforceability of the remainder of this Deed.

10 Counterparts

This Deed may consist of a number of counterparts, and if so, the counterparts taken together constitute one deed.

SCHEDULE

TRADE MARKS

Unregistered Trade Marks

MMAPT

MMAPT ROBOTICS



STEVIE

PATENTS

| Invention | Jurisdiction | Application No / Registration No | Status |
|---|--------------------------|----------------------------------|---------------------|
| A system for capturing media of a product | Australia (IP Australia) | 2019275955 | Application pending |

| 2019275955 A system for capturing media of a product | | | | | |
|---|---|---------------------------|------------------------------------|--------------------------|---------------------|
| Application details | | | | | |
| Australian application number | 2019275955 | Patent application type | Standard | Serial number | |
| Application status | FILED | Paid to case | 2019-05-08 | First IPC Mark | B25L 9/19 (2006.01) |
| Currently under opposition | No | Processing type(s) | | | |
| Invention title | A system for capturing media of a product | | | | |
| Inventor(s) | MARKS, Thomas Westley | | | | |
| Agent name | Davies Colson Cape Pty Ltd | Address for legal service | 190, 1000 Australia | dnc@dc.com.au | |
| Filing date | 2019-05-08 | Australian OPI date | 2019-12-05 | OPI published in journal | |
| Effective date of patent | 2019-05-08 | Expiry date | 2039-05-08 | PSC Completed date | |
| Additional/Divisional application number | | | Additional/Divisional relationship | | |
| Applicant details | | | | | |
| Applicant | MMAPT IP Pty Ltd | Applicant address | VIC 3085 Australia | | |
| Old name(s) | | | | | |

| Invention | Jurisdiction | Application No / Registration No | Status |
|---|--|----------------------------------|---------------------|
| A system for capturing media of a product | European Union (European Patent Office) | 19811872.1 | Application pending |

EP3802009A1 A SYSTEM FOR CAPTURING MEDIA OF A PRODUCT

Bibliographic data Description Claims Drawings Original document Citations Legal events Patent family

Register Global Dossier

Applicant: MMAPT IP PTY LTD [au]

Inventor: MARKS THOMAS WESTLEY [au]

Classification

IPC: A47B11/00; B25B7/10; B25J9/15; G03B37/00; G06T1/00; H04N5/222; H04N9/75;

EPC: B25J10/021 (EP); B25J9/0095 (EP,AU,US); B25J9/042 (AU); B25J9/1644 (AU); F16M11/121 (US); G03B17/561 (EP); G03B37/02 (EP); G06T1/0007 (EP); H04N5/222 (EP,AU); H04N5/2251 (EP); H04N5/2256 (US); H04N5/232 (AU); H04N5/2354 (US); H04N5/76 (US); H04N7/163 (US); H04N9/75 (AU); A47B11/00 (AU); B25J9/00 (AU); F16M23/0006 (US); G03B15/07 (EP); G06T1/0007 (AU); G03B17/025 (AU); G06T1/025 (AU); H04N9/75 (EP);

Publication: AU201801870A 2019-05-20; AU2018090524W 2019-05-20

Application: EP18011072A 2018-05-20

Publ. date: EP3802009A1 2021-04-14

Published as: AU2018075885A1; EP3802009A1; EP3802009A2; US2021227181A1; WO2019027145A1

A SYSTEM FOR CAPTURING MEDIA OF A PRODUCT

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|---|---|-----------|---------------------|
| A system for capturing media of a product | United States (US Trademark and Patent Office) | 17/059094 | Application pending |
|---|---|-----------|---------------------|

A System For Capturing Media Of A Product

| DOCUMENT ID | DATE PUBLISHED | | | |
|-----------------------------------|-------------------|------------------|----------|---------|
| US 20210227181 A1 | 2021-07-22 | | | |
| INVENTOR INFORMATION | | | | |
| NAME | CITY | STATE | ZIP CODE | COUNTRY |
| Marks: Thomas Westley | Eltham, Victoria | N/A | N/A | AU |
| ASSIGNEE INFORMATION | | | | |
| NAME | CITY | STATE | ZIP CODE | COUNTRY |
| MMAPT IP Pty Ltd. | Fitzroy, Victoria | N/A | N/A | AU |
| TYPE CODE | | | | |
| 03 | | | | |
| APPLICATION NO | DATE FILED | | | |
| 17/059094 | 2019-05-28 | | | |
| FOREIGN APPLICATION PRIORITY DATA | | | | |
| COUNTRY | APPLICATION NO | APPLICATION DATE | | |
| AU | 2018901878 | 2018-05-28 | | |
| US CLASS CURRENT: | | | | |
| 1/1 | | | | |

Executed as a deed

Executed as a deed by **MMAPT IP Pty Ltd**
ACN 626 341 508 in accordance with section
127 of the *Corporations Act 2001* (Cth):

Thomas W Marks

Sole Director

Thomas Marks

Name of Sole Director

03/08/2022

Date

Executed as a deed by **MMAPT Robotics Pty Ltd**
ACN 621 970 992 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

[Signature]

Director

Timothy Jenkinson

[Signature]

Name of Director

03/08/2022

Date

[Signature]

*Director/*Company Secretary

Scott Pioro

Name of *Director/*Company Secretary
*please strike out as appropriate

03/08/2022

Date