

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7634396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SCOTT RITCHIE	07/12/2022
KYRAN STAUNTON	08/12/2022
WEI XIANG	07/05/2022
YU HAN	10/11/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JAMES COOK UNIVERSITY
<b>Street Address:</b>	1 JAMES COOK DRIVE
<b>Internal Address:</b>	TOWNSVILLE
<b>City:</b>	QUEENSLAND
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	4811
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16752171
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)815-6555
<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>	4048156500
<b>Email:</b>	husmith@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	1100 PEACHTREE STREET NE
<b>Address Line 2:</b>	SUITE 2800
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	101146-1162919-379US1
<b>NAME OF SUBMITTER:</b>	HUI CHIN SMITH
<b>SIGNATURE:</b>	/Hui Chin Smith/
<b>DATE SIGNED:</b>	11/08/2022
<b>Total Attachments: 25</b>	

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source=Deed of Confirmation of Assignment Yu Han 2022#page6.tif

## DEED OF CONFIRMATION OF ASSIGNMENT

This deed is made on

2022

between **Scott Ritchie** of c/- Australian Institute of Tropical Health & Medicine, James Cook University, McGregor Road, Smithfield, Cairns in the State of Queensland (**Ritchie**)

and **James Cook University**, a body corporate governed by the *James Cook University Act 1997* (Qld), of 1 James Cook Drive, Townsville in the State of Queensland (**Assignee**)

### Recitals

- A Ritchie has made a contribution to the Intellectual Property.
- B Ritchie acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with the Assignee by virtue of the Policy.
- C The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely with the Assignee.

Now it is covenanted and agreed as follows:

### 1 Definitions and Interpretation

---

#### 1.1 Definitions

In this Deed:

**Deed** means this deed;

**Effective Date** means the date of creation of the Intellectual Property;

**Ineffective** means void, illegal or unenforceable;

**Intellectual Property** means the Invention, as well as any other intellectual property related to the Invention including, but not limited to, patents, utility models, designs, trade marks, copyright, circuit layouts, confidential information, know-how, improvements and modifications;

**Invention** means the invention(s), including any invention(s) which is/are the subject of a patent application, listed in Schedule 1;

**parties** means the parties to the Deed and **party** means any one of them; and

**Policy** means the James Cook University Intellectual Property Policy and Procedure, including any amendments or variations, and any other policy as advised in writing from time to time by the Assignee to Ritchie.

#### 1.2 Interpretation

In this Deed, unless the context otherwise requires:

(a) a reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

- (iii) a recital, clause or schedule is a reference to a clause of or recital or schedule to this Deed and references to this Deed include any recital or schedule;
  - (iv) any contract (including this Deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (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 their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vii) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (b) unless expressly stated, no party enters into this Deed as agent for any other person (or otherwise on their behalf or for their benefit);
  - (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
  - (d) headings and the table of contents are for convenience only and do not form part of this Deed or affect its interpretation; and
  - (e) a provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Deed or the inclusion of the provision in this Deed.

## **2 Transfer of rights**

---

### **2.1 Confirmation of assignment**

As and from the Effective Date, Ritchie hereby confirms the assignment to the Assignee of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:

- (a) the right to claim convention priority therefrom and to any patent or design granted pursuant to the Intellectual Property in all countries of the world, including, without limitation, Australia and the United States of America; and
- (b) the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.

### **2.2 Further assistance**

Ritchie hereby undertakes to do all acts and execute all documents necessary or desirable for:

- (a) further assuring the title of the Assignee to the Intellectual Property;
- (b) obtaining and securing for the Intellectual Property any patent and design and corresponding protection in all countries of the world, including, without limitation, Australia and the United States of America; and
- (c) protecting the Intellectual Property from infringement or defending the Intellectual Property.

### **3 Warranties and Indemnity**

---

Each of the parties warrants:

- (a) that the name, details of the incorporation (as applicable) and address of the party are correctly stated herein; and
- (b) its power to enter into this Deed.

### **4 Variation**

---

No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.

### **5 Costs**

---

Each party bears their own costs of entering into the Deed.

### **6 Successors**

---

This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.

### **7 Assignment**

---

The Assignee may assign any or all of the rights or obligations of the Deed to any other person with Ritchie's consent. Ritchie may not assign any of the rights or obligations of this Deed to any other person in any circumstance.

### **8 Enforceability**

---

#### **8.1 Ineffectiveness**

Any clause or part of a clause of this Deed which is Ineffective in any jurisdiction is Ineffective only to that extent in that jurisdiction.

#### **8.2 Severance of Ineffective parts of the Deed**

Where any clause or party of that clause is Ineffective it may be severed without affecting any other part of this Deed.

### **9 Governing law and jurisdiction**

---

#### **9.1 Governing law**

This Deed is governed by and is to be construed in accordance with the laws applicable in the State of Queensland, Australia.

#### **9.2 Jurisdiction**

The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

**10 Counterparts**

---

This Deed may be executed in any number of counterparts. All counterparts make up one document. If the Deed is executed in counterparts, it takes effect when each party has received the counterparty executed by the other party.

**Schedule 1**

**Invention**

- 1 The invention is the subject of the U.S. Patent Application Serial No. 62/826,842 entitled "Insect Trapping Systems" filed on 29 March 2019.

**Executed** as a deed

**Signed and sealed by**  
**Scott Ritchie**  
in the presence of:

\_\_\_\_\_  
**Scott Ritchie**

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

\_\_\_\_\_  
Date of signing

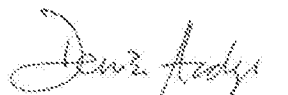
**Executed by James Cook University by a**  
duly authorised officer, and in the presence of:



\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

\_\_\_\_\_  
Date of signing



\_\_\_\_\_  
Authorised Officer  
Dr Denise Hodge  
Director JCU Connect

\_\_\_\_\_  
Name of Authorised Officer and Position  
BLOCK LETTERS



Executed as a deed

Signed and sealed by  
Scott Ritchie  
in the presence of:

Scott Ritchie  
Scott Ritchie

Julie Woodward  
Witness signature

JULIE WOODWARD  
Name of witness  
BLOCK LETTERS

12/7/22  
Date of signing

Executed by James Cook University by a  
duly authorised officer, and in the presence of:

Witness signature

Authorised Officer

Name of witness  
BLOCK LETTERS

Name of Authorised Officer and Position  
BLOCK LETTERS

Date of signing

## DEED OF CONFIRMATION OF ASSIGNMENT

This deed is made on

2022

between **Kyran Staunton** of c/- Australian Institute of Tropical Health & Medicine, James Cook University, McGregor Road, Smithfield, Cairns in the State of Queensland  
(**Staunton**)

and **James Cook University**, a body corporate governed by the *James Cook University Act 1997* (Qld), of 1 James Cook Drive, Townsville in the State of Queensland  
(**Assignee**)

### Recitals

- A Staunton has made a contribution to the Intellectual Property.
- B Staunton acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with the Assignee by virtue of the Policy.
- C The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely with the Assignee.

Now it is covenanted and agreed as follows:

### 1 Definitions and Interpretation

---

#### 1.1 Definitions

In this Deed:

**Deed** means this deed;

**Effective Date** means the date of creation of the Intellectual Property;

**Ineffective** means void, illegal or unenforceable;

**Intellectual Property** means the Invention, as well as any other intellectual property related to the Invention including, but not limited to, patents, utility models, designs, trade marks, copyright, circuit layouts, confidential information, know-how, improvements and modifications;

**Invention** means the invention(s), including any invention(s) which is/are the subject of a patent application, listed in Schedule 1;

**Parties** means the parties to the Deed and **party** means any one of them; and

**Policy** means the James Cook University Intellectual Property Policy and Procedure, including any amendments or variations, and any other policy as advised in writing from time to time by the Assignee to Staunton.

#### 1.2 Interpretation

In this Deed, unless the context otherwise requires:

(a) a reference to:

(i) one gender includes the others;

- (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a recital, clause or schedule is a reference to a clause of or recital or schedule to this Deed and references to this Deed include any recital or schedule;
  - (iv) any contract (including this Deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (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 their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vii) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (b) unless expressly stated, no party enters into this Deed as agent for any other person (or otherwise on their behalf or for their benefit);
  - (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
  - (d) headings and the table of contents are for convenience only and do not form part of this Deed or affect its interpretation; and
  - (e) a provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Deed or the inclusion of the provision in this Deed.

## **2 Transfer of rights**

---

### **2.1 Confirmation of assignment**

As and from the Effective Date, Staunton hereby confirms the assignment to the Assignee of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:

- (a) the right to claim convention priority therefrom and to any patent or design granted pursuant to the Intellectual Property in all countries of the world, including, without limitation, Australia and the United States of America; and
- (b) the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.

### **2.2 Further assistance**

Staunton hereby undertakes to do all acts and execute all documents necessary or desirable for:

- (a) further assuring the title of the Assignee to the Intellectual Property;
- (b) obtaining and securing for the Intellectual Property any patent and design and corresponding protection in all countries of the world, including, without limitation, Australia and the United States of America; and
- (c) protecting the Intellectual Property from infringement or defending the Intellectual Property.

### **3 Warranties and Indemnity**

---

Each of the parties warrants:

- (a) that the name, details of the incorporation (as applicable) and address of the party are correctly stated herein; and
- (b) its power to enter into this Deed.

### **4 Variation**

---

No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.

### **5 Costs**

---

Each party bears their own costs of entering into the Deed.

### **6 Successors**

---

This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.

### **7 Assignment**

---

The Assignee may assign any or all of the rights or obligations of the Deed to any other person with Staunton's consent. Staunton may not assign any of the rights or obligations of this Deed to any other person in any circumstance.

### **8 Enforceability**

---

#### **8.1 Ineffectiveness**

Any clause or part of a clause of this Deed which is Ineffective in any jurisdiction is Ineffective only to that extent in that jurisdiction.

#### **8.2 Severance of Ineffective parts of the Deed**

Where any clause or party of that clause is Ineffective it may be severed without affecting any other part of this Deed.

### **9 Governing law and jurisdiction**

---

#### **9.1 Governing law**

This Deed is governed by and is to be construed in accordance with the laws applicable in the State of Queensland, Australia.

#### **9.2 Jurisdiction**

The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

**10 Counterparts**

---

This Deed may be executed in any number of counterparts. All counterparts make up one document. If the Deed is executed in counterparts, it takes effect when each party has received the counterparty executed by the other party.

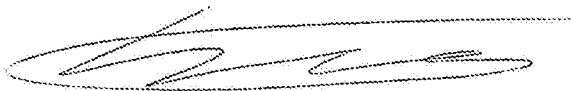
**Schedule 1**

**Invention**

- 1 The invention is the subject of the U.S. Patent Application Serial No. 62/826,842 entitled "Insect Trapping Systems" filed on 29 March 2019.

**Executed** as a deed

**Signed and sealed by  
Kyran Staunton**  
in the presence of:



\_\_\_\_\_  
**Kyran Staunton**



\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Sara Staunton  
Name of witness  
BLOCK LETTERS

\_\_\_\_\_  
12/08/2022  
Date of signing

**Executed by James Cook University** by a  
duly authorised officer, and in the presence of:



\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Lenore Brown

\_\_\_\_\_  
Name of witness  
BLOCK LETTERS



\_\_\_\_\_  
Authorised Officer

**Dr Denise Hodge**  
Director JCU Connect

\_\_\_\_\_  
Name of Authorised Officer and Position  
BLOCK LETTERS

\_\_\_\_\_  
19 August 2022  
Date of signing

## DEED OF CONFIRMATION OF ASSIGNMENT

This deed is made on

2022

between **Wei Xiang** of c/- College of Science & Engineering, James Cook University, McGregor Road, Smithfield, Cairns in the State of Queensland (**Xiang**)

and **James Cook University**, a body corporate governed by the *James Cook University Act 1997* (Qld), of 1 James Cook Drive, Townsville in the State of Queensland (**Assignee**)

### Recitals

- A Xiang has made a contribution to the Intellectual Property.
- B Xiang acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with the Assignee by virtue of the Policy.
- C The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely with the Assignee.

**Now it is covenanted and agreed** as follows:

### 1 Definitions and Interpretation

---

#### 1.1 Definitions

In this Deed:

**Deed** means this deed;

**Effective Date** means the date of creation of the Intellectual Property;

**Ineffective** means void, illegal or unenforceable;

**Intellectual Property** means the Invention, as well as any other intellectual property related to the Invention including, but not limited to, patents, utility models, designs, trade marks, copyright, circuit layouts, confidential information, know-how, improvements and modifications;

**Invention** means the invention(s), including any invention(s) which is/are the subject of a patent application, listed in Schedule 1;

**Parties** means the parties to the Deed and **party** means any one of them; and

**Policy** means the James Cook University Intellectual Property Policy and Procedure, including any amendments or variations, and any other policy as advised in writing from time to time by the Assignee to Xiang.

#### 1.2 Interpretation

In this Deed, unless the context otherwise requires:

(a) a reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;



- (iii) a recital, clause or schedule is a reference to a clause of or recital or schedule to this Deed and references to this Deed include any recital or schedule;
  - (iv) any contract (including this Deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (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 their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vii) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (b) unless expressly stated, no party enters into this Deed as agent for any other person (or otherwise on their behalf or for their benefit);
  - (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
  - (d) headings and the table of contents are for convenience only and do not form part of this Deed or affect its interpretation; and
  - (e) a provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Deed or the inclusion of the provision in this Deed.

## **2 Transfer of rights**

---

### **2.1 Confirmation of assignment**

As and from the Effective Date, Xiang hereby confirms the assignment to the Assignee of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:

- (a) the right to claim convention priority therefrom and to any patent or design granted pursuant to the Intellectual Property in all countries of the world, including, without limitation, Australia and the United States of America; and
- (b) the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.

### **2.2 Further assistance**

Xiang hereby undertakes to do all acts and execute all documents necessary or desirable for:

- (a) further assuring the title of the Assignee to the Intellectual Property;
- (b) obtaining and securing for the Intellectual Property any patent and design and corresponding protection in all countries of the world, including, without limitation, Australia and the United States of America; and
- (c) protecting the Intellectual Property from infringement or defending the Intellectual Property.

### **3 Warranties and Indemnity**

---

Each of the parties warrants:

- (a) that the name, details of the incorporation (as applicable) and address of the party are correctly stated herein; and
- (b) its power to enter into this Deed.

### **4 Variation**

---

No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.

### **5 Costs**

---

Each party bears their own costs of entering into the Deed.

### **6 Successors**

---

This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.

### **7 Assignment**

---

The Assignee may assign any or all of the rights or obligations of the Deed to any other person with Xiang's consent. Xiang may not assign any of the rights or obligations of this Deed to any other person in any circumstance.

### **8 Enforceability**

---

#### **8.1 Ineffectiveness**

Any clause or part of a clause of this Deed which is Ineffective in any jurisdiction is Ineffective only to that extent in that jurisdiction.

#### **8.2 Severance of Ineffective parts of the Deed**

Where any clause or party of that clause is Ineffective it may be severed without affecting any other part of this Deed.

### **9 Governing law and jurisdiction**

---

#### **9.1 Governing law**

This Deed is governed by and is to be construed in accordance with the laws applicable in the State of Queensland, Australia.

#### **9.2 Jurisdiction**

The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

**10 Counterparts**

---

This Deed may be executed in any number of counterparts. All counterparts make up one document. If the Deed is executed in counterparts, it takes effect when each party has received the counterparty executed by the other party.

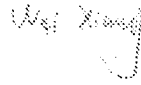
**Schedule 1**

**Invention**

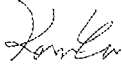
- 1 The invention is the subject of the U.S. Patent Application Serial No. 62/826,842 entitled "Insect Trapping Systems" filed on 29 March 2019.

**Executed** as a deed

**Signed and sealed by  
Wei Xiang**



in the presence of:



**Wei Xiang**

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Kan Yu  
Name of witness  
BLOCK LETTERS

\_\_\_\_\_  
05/07/2022  
Date of signing

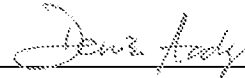
**Executed by James Cook University** by a  
duly authorised officer, and in the presence of:



\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Lenore Brown  
Name of witness  
BLOCK LETTERS

\_\_\_\_\_  
19 August 2022  
Date of signing



\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Dr Denise Hodge  
Director JCU Connect

\_\_\_\_\_  
Name of Authorised Officer and Position  
BLOCK LETTERS

## DEED OF CONFIRMATION OF ASSIGNMENT

This deed is made on

2022

between **Yu Han** of c/- Room 702, Unit 2, No. 22, Sanyu Street, Daowai District, Harbin, 150001 P. R. CHINA (**Han**)

and **James Cook University**, a body corporate governed by the *James Cook University Act 1997* (Qld), of 1 James Cook Drive, Townsville in the State of Queensland (**Assignee**)

### Recitals

- A Han has made a contribution to the Intellectual Property.
- B Han acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with the Assignee by virtue of the Policy.
- C The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely with the Assignee.

Now it is covenanted and agreed as follows:

### 1 Definitions and Interpretation

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**Invention** means the invention(s), including any invention(s) which is/are the subject of a patent application, listed in Schedule 1;

**Parties** means the parties to the Deed and **party** means any one of them; and

**Policy** means the James Cook University Intellectual Property Policy and Procedure, including any amendments or variations, and any other policy as advised in writing from time to time by the Assignee to Han.

#### 1.2 Interpretation

In this Deed, unless the context otherwise requires:

(a) a reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

- (iii) a recital, clause or schedule is a reference to a clause of or recital or schedule to this Deed and references to this Deed include any recital or schedule;
  - (iv) any contract (including this Deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (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 their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vii) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (b) unless expressly stated, no party enters into this Deed as agent for any other person (or otherwise on their behalf or for their benefit);
  - (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
  - (d) headings and the table of contents are for convenience only and do not form part of this Deed or affect its interpretation; and
  - (e) a provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Deed or the inclusion of the provision in this Deed.

## **2 Transfer of rights**

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### **2.1 Confirmation of assignment**

As and from the Effective Date, Han hereby confirms the assignment to the Assignee of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:

- (a) the right to claim convention priority therefrom and to any patent or design granted pursuant to the Intellectual Property in all countries of the world, including, without limitation, Australia and the United States of America; and
- (b) the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.

### **2.2 Further assistance**

Han hereby undertakes to do all acts and execute all documents necessary or desirable for:

- (a) further assuring the title of the Assignee to the Intellectual Property;
- (b) obtaining and securing for the Intellectual Property any patent and design and corresponding protection in all countries of the world, including, without limitation, Australia and the United States of America; and
- (c) protecting the Intellectual Property from infringement or defending the Intellectual Property.

### **3 Warranties and Indemnity**

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Each of the parties warrants:

- (a) that the name, details of the incorporation (as applicable) and address of the party are correctly stated herein; and
- (b) its power to enter into this Deed.

### **4 Variation**

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No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.

### **5 Costs**

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Each party bears their own costs of entering into the Deed.

### **6 Successors**

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This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.

### **7 Assignment**

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The Assignee may assign any or all of the rights or obligations of the Deed to any other person with Han's consent. Han may not assign any of the rights or obligations of this Deed to any other person in any circumstance.

### **8 Enforceability**

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#### **8.1 Ineffectiveness**

Any clause or part of a clause of this Deed which is Ineffective in any jurisdiction is Ineffective only to that extent in that jurisdiction.

#### **8.2 Severance of Ineffective parts of the Deed**

Where any clause or party of that clause is Ineffective it may be severed without affecting any other part of this Deed.

### **9 Governing law and jurisdiction**

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#### **9.1 Governing law**

This Deed is governed by and is to be construed in accordance with the laws applicable in the State of Queensland, Australia.

#### **9.2 Jurisdiction**

The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.



**10 Counterparts**

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This Deed may be executed in any number of counterparts. All counterparts make up one document. If the Deed is executed in counterparts, it takes effect when each party has received the counterparty executed by the other party.

**Schedule 1**

**Invention**

- 1 The invention is the subject of the U.S. Patent Application Serial No. 62/826,842 entitled "Insect Trapping Systems" filed on 29 March 2019.

**Executed** as a deed

**Signed and sealed by**  
**Yu Han**

*Yu Han*

\_\_\_\_\_  
**Yu Han**

in the presence of:

*Hang Jiang*

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Hang Jiang  
Name of witness  
BLOCK LETTERS

\_\_\_\_\_  
10/11/2022  
Date of signing

**Executed by James Cook University by a**  
**duly authorised officer, and in the presence of:**

*Lenore Brown*

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Lenore Brown

\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

\_\_\_\_\_  
12 October 2022  
Date of signing

*Dr Denise Hodge*

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Dr Denise Hodge  
Director JCU Connect

\_\_\_\_\_  
Name of Authorised Officer and Position  
BLOCK LETTERS