

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7746840

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEAKIN UNIVERSITY	10/04/2018
RECEIVING PARTY DATA	
Name:	FLAIM SYSTEMS PTY LTD
Street Address:	UNIVERSITY SOLICITOR'S OFFICE, DEAKIN UNIVERSITY, 1 GHERINGHAP STREET
City:	GEELONG, VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3220
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10245455
CORRESPONDENCE DATA	
Fax Number:	(913)647-9057
<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>	
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ATTORNEY DOCKET NUMBER:	50009-US
NAME OF SUBMITTER:	GREGORY J. SKOCH
SIGNATURE:	/Gregory J. Skoch/
DATE SIGNED:	01/18/2023
Total Attachments: 17	
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Deakin University

FLAIM Systems Pty Ltd

Technology Transfer and Licence Deed

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Date

Parties

Deakin University a body politic and corporate established pursuant to the *Deakin University Act 2009 (Vic)* ACN 56 721 584 203 of Geelong Waterfront Campus, 1 Gheringhap Street, Geelong, Victoria 3220 (**Deakin University**)

FLAIM Systems Pty Ltd ACN 620 462 946 of University Solicitor's Office, Deakin University, 1 Gheringhap Street, Geelong, Victoria 3220 (**FLAIM**)

Background

- A Deakin University is the owner of, or otherwise has rights in, the Technology.
 - B On establishment of FLAIM, Deakin University agreed to assign all of its rights in the Technology to FLAIM in return for equity in FLAIM and a perpetual licence to use the Technology on certain terms.
 - C At the time of the establishment of FLAIM, the Technology was valued at AU\$750,000. The parties acknowledge that this remains a fair valuation of the Technology as at the date of this Deed.
 - D Through this Deed, the parties seek to formalise the transfer and licence of the Technology on the terms of and with effect from the date of this document.
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Agreed terms

1 Definitions

In this document these terms have the following meanings:

Confidential Information	Information in any form which is disclosed by a party (Discloser) to the other party (Recipient), or otherwise obtained directly or indirectly by the Recipient from the Discloser, that:
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- (a) is by its nature confidential;
- (b) is designated as confidential; or
- (c) the Recipient knows or ought reasonably know is confidential,

and includes:

- (d) information comprised in or relating to the Technology;
- (e) information relating to the business and financial affairs of the Discloser;

but does not include any such information which:

- (f) is in or comes into the public domain otherwise than by disclosure in breach of this document or other duty of confidentiality owed to the Discloser;
- (g) had been independently developed by the Recipient prior to obtaining it from the Discloser; or
- (h) is received by the Recipient from a third party who has the right to provide that information without breach of any legal obligation.

Documents All documents in electronic or hard copy form in Deakin University's possession or control that:

- (a) describe; or
- (b) include; or
- (c) prove Deakin University's rights in relation to, all or any part of the Works, the Specified Intellectual Property or the Know-how.

Effective Date The date specified in **item 3 of schedule 1**.

Exploit Has the meaning given to that expression in the *Patents Act 1990 (Cth)* and **Exploitation** has a corresponding meaning.

Field any applications for the fire-fighting training of emergency services personnel and first responders and people who may wish to become emergency services personnel or first responders.

FLAIM System Prototypes all software and hardware prototypes development for the FLAIM Trainer System, including all prototype:

- (a) software training scenarios (including source code and object code format of that software);
- (b) breathing apparatuses;
- (c) hose lines;
- (d) training zones tracking systems;
- (e) protective clothing with integrated heating elements;
- (f) operator control tablets;

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	(g) charging stations and support tools; and
	(h) storage cases.
FLAIM Trainer System	The virtual reality training system known as "FLAIM TRAINER" which is intended to be used for the simulation of training scenarios for emergency services personnel and first responders.
Field Improvement	an adaptation, extension, enhancement, invention, discovery, improvement or modification relating to the Technology (or any part of the Technology) in the Field.
Intellectual Property Rights	any copyright (including future copyright), and all other intellectual property rights anywhere in the world, including, but not limited to, trade marks, logos, domain names, social media accounts, patents, designs, trade secrets, eligible layout rights, moral rights, processes, inventions, databases, confidential information, know how, research data, discoveries and similar rights and any other intangible proprietary rights whether registered or unregistered, together with all improvements to, and applications for, the protection of those rights.
Know-how	all information and know-how in the knowledge or possession of Deakin University as at the date of this document, relating to the Flaim Trainer System. This includes written and unwritten information and all drawings, specifications, studies, experiment results, diagrams, statements, assessments, reports, analyses, details, designs, data and opinions. Know-how also includes any other particular information identified in Part C of schedule 2 .
Other Improvement	an adaptation, extension, enhancement, invention, discovery, improvement or modification relating to the Technology (or any part of the Technology) other than in the Field.
Patents	The patents and patent applications listed as Specified Intellectual Property.
Specified Intellectual Property	The materials listed in Part B of schedule 2 .
Trigger Event	any of the following occurs to a party: <ul style="list-style-type: none"> (a) voluntary winding up; (b) ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;

- (c) a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to the party or any of its assets;
- (d) enters into, or resolves to enter into, a scheme of arrangement, compromise or composition with any class of creditors;
- (e) a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of the party;
- (f) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

Technology

- (a) the Works;
- (b) the Specified Intellectual Property;
- (c) the Know-how; and
- (d) the Documents.

Works

The materials listed in **Part A of schedule 2**.

2 Assignment

- (a) Deakin University assigns to FLAIM all rights (including Intellectual Property Rights) in the Technology effective on and from the Effective Date.
- (b) The assignment in **clause 2(a)** includes:
 - (i) the goodwill arising from use of any trade marks;
 - (ii) the full right to apply for and obtain patents or other similar forms of protection in respect of the technology the subject of the Patents and the Know-how throughout the world; and
 - (iii) all of Deakin University's existing or future rights of action against any third party in respect of the Technology, throughout the world, accrued to the date of this document and which may in the future accrue including all rights to costs, damages, profits and all other relief.
- (c) If FLAIM is subject to a Trigger Event, FLAIM agrees to assign all rights (including Intellectual Property Rights) in the Technology back to Deakin University at no cost.

3 Licence back to Deakin University

- (a) On and from the Effective Date, FLAIM grants Deakin University a perpetual, irrevocable, worldwide, fully paid-up, royalty-free licence to use and Exploit the Works, the Patents and the Know-how:
 - (i) for the purposes of non-commercial research, educational and teaching purposes and any other activities, in any field whatsoever; and
 - (ii) outside the Field, for the purposes of commercial research and commercial exploitation.
- (b) The licences granted by FLAIM under **clause 3(a)** are exclusive for a period of 10 years from the Effective Date.
- (c) The parties may agree additional licences and arrangements for research within the Field on a case by case basis.
- (d) Deakin may sub-licence the rights granted to it under this **clause 3** without the consent of FLAIM.
- (e) Except as provided in this **clause 3**, Deakin University will not assign, license, grant options over or deal in any other way with any of the rights assigned under this document in the Field after the Effective Date.

4 Improvements

- (a) Subject to any other agreement between the parties with respect to further research and the treatment of improvements,
 - (i) all rights (including Intellectual Property Rights) in any Field Improvement made or developed by a party will vest in FLAIM;
 - (ii) all rights (including Intellectual Property Rights) in any Other Improvement made or developed by a party will vest in that party.
- (b) Field Improvements and Other Improvements owned by FLAIM pursuant to this **clause 4**, and any patent applications filed in relation to them, will be deemed to be included in the relevant Works, Patents and Know-how and will be licensed to Deakin University in accordance with **clause 3**.

5 Patent management

- (a) Deakin University and FLAIM agree that:
 - (i) Deakin University must pay all costs relating to the filing, prosecution and maintenance of the Patents that are incurred prior to the Effective Date; and
 - (ii) FLAIM must pay all costs relating to the filing, prosecution and maintenance of the Patents that are incurred on and from the Effective Date.

- (b) FLAIM will be entitled to make all decisions relating to the prosecution, maintenance and infringement actions in relation to the Patents.
- (c) Notwithstanding **clause 5(b)**, in the event that FLAIM wishes to allow a Patent to lapse, Deakin will have the right to an assignment of that Patent at no cost.
- (d) Either party may make independent decisions in relation to the filing or management of Field Improvements and Other Improvements owned by them.
- (e) Each party must provide the other party, and their patent attorneys, with all assistance reasonably requested relating to the filing, prosecution and maintenance of the Patents under this **clause 4**, at the expense of the requesting party.

6 Confidentiality

6.1 Obligations

The Recipient must:

- (a) keep all Confidential Information of the Discloser confidential;
- (b) use the Discloser's Confidential Information only as required to perform its obligations or to exercise its rights under this document; and
- (c) not disclose or allow to be disclosed any Confidential Information of the Discloser to any person except in accordance with **clause 6.2(a)**.

6.2 Exceptions

- (a) **Clause 6.1** does not prevent the disclosure of Confidential Information by the Recipient:
 - (i) to its personnel who need access to that Confidential Information to allow the Recipient to perform its obligations or to exercise its rights under this document, provided that those persons agree to keep the Confidential Information confidential on terms equivalent to those in this document;
 - (ii) where required by law, or by a court, government agency, stock exchange or other regulatory body if the requirement is legally enforceable; or
 - (iii) with the Discloser's prior written consent.
- (b) A Recipient disclosing or allowing to be disclosed Confidential Information under **clause 6.2(a)(ii)** must:
 - (i) promptly give notice to the Discloser and provide all reasonable assistance to enable the Discloser to intervene in any process by which disclosure may be compelled;
 - (ii) disclose no more Confidential Information than is strictly required; and

- (iii) do whatever it reasonably can to ensure that the disclosed Confidential Information is treated confidentially.
- (c) The Recipient remains responsible to the Discloser for any use or misuse of any Confidential Information by any person it has disclosed it to pursuant to **clause 6.2(a)(i)**.

7 No warranties

- (a) The Technology is assigned, and the Know-how is communicated, by Deakin University to FLAIM on an 'as-is' basis. Subject to FLAIM's rights under legislation, Deakin University gives no warranties and makes no guarantees or representations (whether express or implied) in relation to the Technology or the Confidential Information other than any:
 - (i) expressly set out in this document; or
 - (ii) implied by law and which cannot be excluded.
- (b) Neither party will be liable to the other for special, indirect, consequential, exemplary, punitive or incidental damages (including for lost profits or goodwill, business interruption or the like) relating to this document, even if it has been advised of the possibility of such damages.
- (c) Except as set out in **clause 7(d)**, Deakin University's liability to FLAIM for any cause of action under or in connection with this document (including in negligence) will be limited to the sum of one thousand dollars (A\$1,000).
- (d) Deakin University's liability to FLAIM for breach of **clause 3(e)** will be capped at \$500,000.

8 Exclusion of specific warranties

Without limiting **clause 7**, Deakin University does not warrant, and makes no representation, that:

- (a) the Technology is capable of being commercialised or successfully commercialised or will achieve any particular end or effect; or
- (b) the Technology is capable of being patented or otherwise protected anywhere in the world.

9 Entire agreement

- (a) This document represents the entire agreement between the parties in respect of the subject matter of this document.
- (b) This agreement is binding on, and inures for the benefit of, the parties and their successors and assigns.

10 Further acts

Each party must (at its own expense):

- (a) promptly execute all documents, forms and authorisations, and depose to or swear any declarations, oaths or affidavits as may be required by the Registrar of Trade Marks to enable registration of the trade marks listed as Specified Intellectual Property in the name of FLAIM;
- (b) otherwise promptly do and perform all further acts and execute and deliver all documents required by law or reasonably requested by the other party to give effect to this document.

11 Assistance by Deakin University

Deakin University will on request by FLAIM and at FLAIM's expense, provide FLAIM with reasonable assistance in relation to any proceedings which may be brought by or against FLAIM in relation to the Technology or the Confidential Information. FLAIM will indemnify Deakin University in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing such assistance, provided that Deakin University notifies FLAIM of the nature and amount of those costs and expenses before incurring them.

12 General

12.1 Counterparts

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

12.2 Stamp duty

FLAIM must pay any stamp duty payable on or in relation to this document, any document executed under it or any dutiable transaction evidenced by it (including any fine or penalty, except where it arises as a result of an act or omission of Deakin University in which case Deakin University must pay it).

12.3 Amendment

This document may only be varied or replaced by a document executed by the parties.

12.4 Entire understanding

This document contains the entire understanding between the parties as to the subject matter of this document.

12.5 Governing law and jurisdiction

- (a) This document is governed by and will be construed according to the laws of Victoria, Australia.

- (b) Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia and Federal Magistrates Court of 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.

12.6 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) 'includes' means includes without limitation;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (e) a reference to:
 - (i) a person includes a partnership, a joint venture, an unincorporated association, a corporation and a government or statutory body or authority;
 - (ii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iii) this document includes all schedules to it; and
 - (iv) a clause or schedule is a reference to a clause or schedule, as the case may be, of this document.

12.7 Headings

Headings do not affect the interpretation of this document.

Schedule 1

Contract details

Item 1 – Deakin University

Deakin University:	Deakin University
ACN/ABN	56 721 584 203
Delivery address:	Geelong Waterfront Campus, 1 Gheringhap Street, Geelong, Victoria 3220
Postal address:	Same as delivery address

Item 2 – FLAIM

FLAIM:	FLAIM Systems Pty Ltd
ACN/ABN	71 620 462 946
Delivery address:	Geelong Waterfront Campus, 1 Gheringhap Street, Geelong, Victoria 3220
Postal address:	Same as delivery address

Item 3 – Effective Date

The date of signing of this document

Schedule 2

Part A – Works

In this document 'Works' means all of the following:

- (a) all works, documents, materials, images, sound recordings, video recordings, text, designs, concepts, ideas, processes, data, prototypes, software (including object code and source code) and other items (whether in electronic form or otherwise), which were collected, created, written or otherwise brought into existence in connection with the FLAIM Trainer System or any Specified Intellectual Property; and
- (b) without limiting paragraph (a) of this definition, the following items relating to the FLAIM Trainer System:
 - (i) the force feedback hose reel system;
 - (ii) the directional heat generating suit/firefighter jacket;
 - (iii) the scenario training content (scene and models);
 - (iv) the fire, water and smoke models, and the interaction of particle systems in a graphical environment;
 - (v) the software model of fire behaviour;
 - (vi) the CABA mask integration of head mounted display, air tank and computer;
 - (vii) the metric capture and performance analysis tool for VR/AR environments; and
 - (viii) the existing Hot Fire simulator designs including concept artwork, drawings, schematics, CAD models and control software.

Part B - Specified Intellectual Property

(a) Patents and patent applications

Patent / Patent application Number	Title	Country
PCT/AU2016/050115	Firefighter training unit	All States designated in the PCT application
2015900587 (Provisional patent)	Firefighter training unit	Australia
2016222290 (National phase application)	Firefighter training unit	Australia
2,976,834	Firefighter training unit	Canada
201680010915.8	Firefighter training unit	China
16751833.1	Firefighter training unit	Europe
201747029902	Firefighter training unit	India
2017-541236	Firefighter training unit	Japan
734789	Firefighter training unit	New Zealand
15/552,153	Firefighter training unit	United States

All divisionals, continuations-in-part, patents of addition, and patents and patent applications claiming priority from, or share common priority, with any of the patents and patent applications identified in the table above anywhere in the world.

The right to file national phase applications in relation to any international PCT applications identified in the table above.

The right to file international PCT applications or complete applications in relation to any of the patent applications identified in the table above.

(b) Trade mark registrations and applications

Trade Mark / Trade Mark Application Number	Trade Mark	Country	Status
1861975	FLAIM	Australia	Registered
IR 1399180	FLAIM	Madrid Protocol	Registered
IR 1399180	FLAIM	China	Filed

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IR 1399180	FLAIM	Japan	Filed
1879362	FLAIM	Canada	Filed
87773076	FLAIM	US	Under examination
1861976	FLAIM TRAINER	Australia	Registered
IR 1399181	FLAIM TRAINER	Madrid Protocol	Registered
IR 1399181	FLAIM TRAINER	China	Filed
IR 1399181	FLAIM TRAINER	Japan	Filed
1879369	FLAIM TRAINER	Canada	Filed
87773078	FLAIM TRAINER	US	Under examination
1861977	FLAIM	Australia	Registered
IR 1406901	FLAIM	Madrid Protocol	Filed
To be advised	FLAIM	China	Filed
To be advised	FLAIM	Japan	Filed
1879373	FLAIM	Canada	Filed
87773075	FLAIM	US	Under examination

(c) Domain names

Website address	Region
www.flaimtrainer.com	Generic top level domain
www.flaimsystems.com	Generic top level domain
flaim.training	Generic top level domain
flaimtrainer.co	Generic top level domain
flaimvr.com	Generic top level domain

Where Deakin University has administration rights for any of the above websites, Deakin University must provide all login, password and other administrative details to FLAIM, and provide any other information and assistance reasonably requested by FLAIM, to allow FLAIM to transfer registration of the websites to FLAIM and to fully access and control the websites.

(d) Social media accounts

Social Media Platform	Account name / Identifying details
Facebook	FLAIM Trainer https://www.facebook.com/FLAIM-Trainer-317298012036828/?ref=bookmarks
Twitter	FLAIM Systems https://twitter.com/FLAIM_Systems
LinkedIn	FLAIM Systems https://www.linkedin.com/company/flaimtrainer/
YouTube	FLAIM Systems https://www.youtube.com/channel/UCT9QeGpOPEu1Gm5iNltmmcg?view_as=subscriber

Where Deakin University has administration rights for any of the above social media accounts, they will provide all login, password and other administrative details to FLAIM, and all assistance reasonably requested by FLAIM, to allow FLAIM to fully access and control the above identified social media accounts.

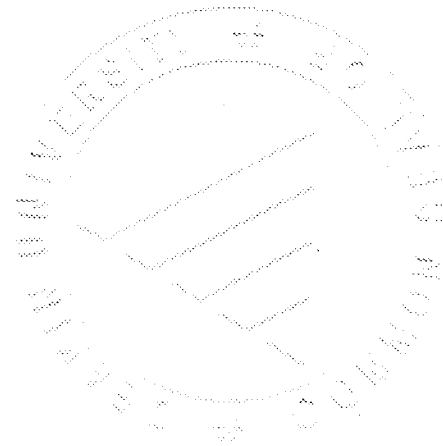
Part C – Specific Items of Know-how

All FLAIM branded commercial confidential information required for operation of the FLAIM business.

Execution

Executed as a Deed

The Common Seal of Deakin University)
was hereto affixed on the 4th day of October)
2018 by direction of the Vice-Chancellor in the)
presence of:)



Jane den Hollander
.....
Professor Jane den Hollander
Vice-Chancellor

K. Selway
.....
Kean Selway
Vice-President (Enterprise)

Executed by FLAIM Systems Pty Ltd in)
accordance with section 127 of the)
Corporations Act 2001 (Cth):

Shirley Rooney
.....
Company Secretary/Director

SHIRLEY ROONEY
.....
Name of Company Secretary/Director (print)

Greg Pallen
.....
Director

GREG PALLAN
.....
Name of Director (print)

Date: *23 October 2018*