

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7896760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INVERT ROBOTICS LIMITED	02/14/2023
RECEIVING PARTY DATA	
Name:	INVERT ROBOTICS GLOBAL SOLUTIONS LIMITED
Street Address:	230 BLANCHARDSTOWN CORPORATE PARK
City:	BLANCHARDSTOWN, CO. DUBLIN
State/Country:	IRELAND
Postal Code:	D15 FV48
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11420692
CORRESPONDENCE DATA	
Fax Number:	(617)428-7045
<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:	(617) 428-0200
Email:	patentadmin@clarkelbing.com
Correspondent Name:	CLARK & ELBING LLP
Address Line 1:	101 FEDERAL STREET
Address Line 2:	15TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	50897-004001
NAME OF SUBMITTER:	JEFFREY J. ELLISON, PH.D.
SIGNATURE:	/Jeffrey J. Ellison, Ph.D./
DATE SIGNED:	04/12/2023
Total Attachments: 8	
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PATENT

REEL: 063299 FRAME: 0419

INVERT ROBOTICS LIMITED

INVERT ROBOTICS GLOBAL SOLUTIONS LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

INVERT ROBOTICS LIMITED, (New Zealand company number 3139025, NZBN 9429031370639) (**Assignor**)

INVERT ROBOTICS GLOBAL SOLUTIONS LIMITED, (Irish company number 676270) (**Assignee**)

INTRODUCTION

- A. The Assignor is the registered owner of the Inventions and the Intellectual Property Rights.
- B. Under an Intragroup Sale and Purchase Agreement dated 1 December 2020, the Assignor sold to the Assignee all of the Assignor's rights, title and interest in and to the Inventions and the Intellectual Property Rights (**SPA**).
- C. The Assignor has agreed to confirm such assignment under the SPA and, to the extent not already assigned, assign the Inventions and the Intellectual Property Rights to the Assignee, 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) any database rights,

relating to the Inventions 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 Inventions 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;

Inventions means any and all inventions the subject of the Patents or the Patent Applications as improved, modified, developed or amended at any time up to the date of signing of this deed;

Patents means the patents identified in the Schedule;

Patent Applications means the patent applications identified in the Schedule; and

Patent Rights means all patent rights in and to the Inventions 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 Inventions 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;
- (d) the Patents; and
- (e) 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 **Confirmation:** The Assignor hereby confirms the assignment by the Assignor to the Assignee of all of the Assignor's rights, title and interest

in and to the Inventions and the Intellectual Property Rights under the SPA.

2.2 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and for other good and valuable consideration as set out in the SPA, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

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

to the extent that the Assignors hold any such rights title and interest as at the date of this deed.

2.3 **Rights of action:** The assignments confirmed and effected by clauses 2.1 and 2.2 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. FURTHER ACTIONS

3.1 If requested by the Assignee the Assignor 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 of New Zealand. The parties irrevocably agree that the Courts of New Zealand 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 New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by **INVERT ROBOTICS LIMITED** by:
in the presence of:

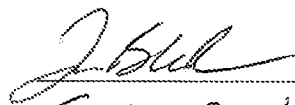


Signature of Director
NGIL FLETCHER

Name of Director
14/FEB/2023

Date

WITNESS

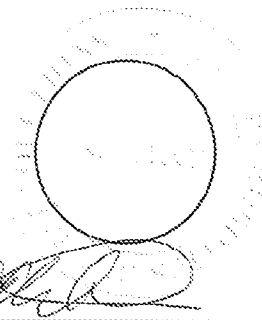
Signature: 

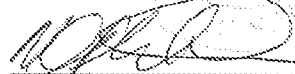
Name: Timothy Black

Address: 11 Steeph Chase Wood, Raboath, Ireland.

Occupation: CTO

GIVEN under the Common Seal of **INVERT
ROBOTICS GLOBAL SOLUTIONS LIMITED**
and this Deed has been Delivered:

A circular common seal with a dotted border. Inside the circle, the text "INVERT ROBOTICS GLOBAL SOLUTIONS LIMITED" is written in a circular path around a central point.


Signature of Director

NEIL FLETCHER
Name of Director

14 / FEB / 2023
Date


Signature of Director/Secretary

Timothy Black
Name of Director/Secretary

MAR / 8th 2023
Date

SCHEDULE

PATENTS

Country	Registration No.	Date Filed	Title
New Zealand	595509	1/10/2012	ROBOTIC CLIMBING PLATFORM
Australia	2012316878	1/10/2012	ROBOTIC CLIMBING PLATFORM
Europe	2766250	1/10/2012	ROBOTIC CLIMBING PLATFORM
United States	9738335	1/10/2012	ROBOTIC CLIMBING PLATFORM
Switzerland	2766250	1/10/2012	ROBOTIC CLIMBING PLATFORM
Belgium	2766250	1/10/2012	ROBOTIC CLIMBING PLATFORM
France	2766250	1/10/2012	ROBOTIC CLIMBING PLATFORM
Germany	60 2012 066 972.1	1/10/2012	ROBOTIC CLIMBING PLATFORM
Ireland	2766250	1/10/2012	ROBOTIC CLIMBING PLATFORM
Netherlands	2766250	1/10/2012	ROBOTIC CLIMBING PLATFORM

PATENT APPLICATIONS

Country	Application No.	Date Filed	Title
Europe	17765969.5	20/03/2017	SURFACE WAVE DETECTION OF SURFACE DEFECTS
United States	16/084288	20/03/2017	SURFACE WAVE DETECTION OF SURFACE DEFECTS