

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8036846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ATF SERVICES PTY LTD	04/27/2023
RECEIVING PARTY DATA	
Name:	VISION INTELLIGENCE PTY LTD
Street Address:	UNIT F2, 22 POWERS ROAD, SEVEN HILLS
City:	NEW SOUTH WALES
State/Country:	AUSTRALIA
Postal Code:	2147
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10174517
Patent Number:	10650649
Patent Number:	D825365
CORRESPONDENCE DATA	
Fax Number:	(314)612-7690
<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:	3144447600
Email:	ipdept@lewisrice.com
Correspondent Name:	LEWIS RICE LLC
Address Line 1:	600 WASHINGTON AVENUE, SUITE 2500
Address Line 4:	ST. LOUIS, MISSOURI 63101
NAME OF SUBMITTER:	CHRISTIE PADDOCK
SIGNATURE:	/Christie Paddock/
DATE SIGNED:	06/30/2023
Total Attachments: 7	
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DEED OF ASSIGNMENT

THIS DEED is entered into on the date on which it is last signed by a party **between** the party named in item 1 of the **Schedule (Assignor)** and the party named in item 2 of the **Schedule (Assignee)**

BACKGROUND

- A. The Assignor has agreed to assign to the Assignee its entire legal and beneficial right, title and interest whatsoever and wherever subsisting in each of the patent applications and patents set out in item 3 of the **Schedule (collectively, *Patent Properties*)**, and in all of the inventions disclosed in any of the patent specifications of the Patent Properties (collectively, ***Inventions***).
- B. The Assignor has agreed to assign to the Assignee its entire legal and beneficial right, title and interest whatsoever and wherever subsisting in each of the registered designs set out in item 4 of the **Schedule (collectively, *Design Properties*)**, and in all of the industrial designs the subject of any of the Design Properties (collectively, ***Industrial Designs***).
- C. The Assignor has agreed to assign to the Assignee its entire legal and beneficial right, title and interest (including all goodwill) whatsoever and wherever subsisting in each of the registered trade marks set out in item 5 of the **Schedule (collectively, *Trade Mark Properties*)**, and in all of the trade marks the subject of any of the Trade Mark Properties (collectively, ***Trade Marks***).
- D. The parties wish to enter into this Deed to assign, from the Assignor to the Assignee, on the terms and conditions set out in this document, the Assignor's entire legal and beneficial right, title and interest (including all goodwill), and to record the Assignee's right, title and interest, in:
 - each of the Patent Properties and the Inventions;
 - each of the Design Properties and the Industrial Designs; and
 - each of the Trade Mark Properties and the Trade Marks.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, the following terms have the following meanings.

Assigned Rights means all of the following rights subsisting in the world:

- (a) each of the Patent Properties and the Inventions; each of the Design Properties and the Industrial Designs; and each of the Trade Mark Properties and the Trade Marks;
- (b) any rights to file any Corresponding Patent Application, Corresponding Design Application or Corresponding Trade Mark Application, and any rights arising from any such filing;
- (c) any rights to file any Related Patent Application, Related Design Application or Related Trade Mark Application, and any rights arising from any such filing;
- (d) any rights to claim priority from: any of the Patent Properties; any of the Design Properties; any of the Trade Mark Properties; and any Corresponding Patent Application, Corresponding Design Application or Corresponding Trade Mark Application;

- (e) any rights to be granted patents in respect of: the Inventions; any Corresponding Patent Application; and any Related Patent Application, and all rights arising from any such patents;
- (f) any rights to be granted design rights in respect of: the Industrial Designs; any Corresponding Design Application; and any Related Design Application, and all rights arising from any such design rights;
- (g) any rights to be granted trade mark rights in respect of: the Trade Marks; and any Corresponding Trade Mark Application, and all rights arising from any such trade mark rights;
- (h) any rights to sue for infringement of any of the rights described in paragraphs (a)-(g) above, occurring prior to the date of this Deed; and
- (i) any additional rights outlined in Item 6 of the **Schedule**.

Corresponding Patent Application means an application anywhere in the world for a patent made in respect of any of the Inventions and includes an application which claims priority from any of the Patent Properties, such as an application made under the Patent Cooperation Treaty, an application made under the Paris Convention, or a complete or non-provisional application.

Corresponding Design Application means an application anywhere in the world for a design right made in respect of any of the Industrial Designs and includes an application which claims priority from any of the Design Properties, such as an application made under the Paris Convention.

Corresponding Trade Mark Application means an application anywhere in the world for a trade mark right made in respect of any of the Trade Marks and includes an application which claims priority from any of the Trade Mark Properties, such as an international application made under the Madrid System, an application made under the Paris Convention, a divisional application or a defensive application.

Related Patent Application means any application based on any Corresponding Patent Application, such as a divisional application, a continuation application or a continuation-in-part application.

Related Design Application means any application based on any Corresponding Design Application, such as a divisional application, a continuation application or a continuation-in-part application.

1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;

- (f) the expression *person* includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any *party* to this document will include the party's legal successor (including executors and administrators) and permitted assigns; and
- (h) all Schedules of, and Annexures to, this document form part of this document.

2. ASSIGNMENT AND CONFIRMATION

- (a) The Assignor assigns all of its legal and beneficial right, title and interest (including all goodwill) in the Assigned Rights to the Assignee, absolutely and free of any encumbrances.

3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED

The Assignor warrants to the Assignee that:

- (a) it has absolute title to the Assigned Rights; and
- (b) there are no outstanding encumbrances or other matters affecting its capacity to assign the Assigned Rights to the Assignee.

4. FURTHER ASSURANCES

The Assignor undertakes, at the expense, and upon request, of the Assignee, to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights (including prosecution, maintenance, defence and enforcement of the Patent Properties, the Design Properties, the Trade Mark Properties, any Corresponding Patent Application, Corresponding Design Application, any Corresponding Trade Mark Application, any Related Patent Application, any Related Design Application, or any patent or other registered right granted for any of the Inventions, Industrial Designs or Trade Marks).



5. GENERAL

- (a) This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) This Deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (f) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Background.



- (g) 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.

EXECUTED AS A DEED

Signed for and on behalf of ATF Services Pty Ltd, ACN 060 402 048, in accordance with section 127 of the *Corporations Act 2001* (Cth)

 _____ Director	 _____ Director
27/4/2023 _____ Date	27/4/2023 _____ Date
Robin Mysell _____ Name of Director	Ian Martin _____ Name of Director

Signed for and on behalf of Vision Intelligence Pty Ltd, ACN 060 402 093, in accordance with section 127 of the *Corporations Act 2001* (Cth)

 _____ Director	 _____ Director
27/4/2023 _____ Date	27/4/2023 _____ Date
Robin Mysell _____ Name of Director	Ian Martin _____ Name of Director

SCHEDULE

1. **Assignor** – ATF Services Pty Ltd, ACN 060 402 048, of Unit F2, 22 Powers Road, Seven Hills, New South Wales, 2147, Australia
2. **Assignee** – Vision Intelligence Pty Ltd, ACN 060 402 093, of Unit F2, 22 Powers Road, Seven Hills, New South Wales, 2147, Australia

3. **Patent Properties –**

Country	Application No.	Patent No.	Filing Date (DD/MM/YYYY)	Title
AU	2015101626	2015101626	06/11/2015	Portable camera system
AU	2015101924	2015101924	02/09/2015	Equipment tower
AU	2016100538	2016100538	05/05/2016	Collapsible equipment tower
AU	2017100111	2017100111	30/01/2017	Surveillance equipment tower
AU	2017100205	2017100205	21/02/2017	Equipment tower and gate assembly
AU	2017100209	2017100209	21/02/2017	Monitoring device
AU	2016275562	2016275562	09/06/2016	Equipment tower
NZ	737926		30/11/2017	Equipment tower
US	15579248	10174517	09/06/2016	Equipment tower
US	16331093	10650649	08/09/2017	Monitoring device
AU	2019100985	2019100985	30/08/2019	Equipment tower
AU	2019101465	2019101465	27/11/2019	Surveillance equipment mounting apparatus
AU	2020102312	2020102312	17/09/2020	A mounting apparatus
NZ	780149		16/09/2021	A mounting apparatus


4. **Design Properties –**

Country	Official No.	Filing Date (DD/MM/YYYY)	Title (Article/Product Name)
US	D825365	13/02/2017	Passive infrared sensor unit
CA	172990	08/02/2017	Passive infrared sensor unit
EM	005237575-0001	17/04/2018	Infrared ray detectors; Sensors
GB	90052375750001	17/04/2018	Infrared ray detectors; Sensors

AU	201716669	02/11/2017	PIR sensor unit
AU	201616633	25/11/2016	PIR sensor unit

5. Trade Mark Properties --

Country	Official No.	Mark	Classes	Filing Date	Registration Date
AU	2226072		09, 11, 45	5/11/2021	14/06/2022
AU	2246075	Vision Intelligence	09, 11, 45	2/02/2022	12/09/2022
AU	2246077	VisionI	09, 45	2/02/2022	13/01/2023
AU	1875432	ABIBIRD	9, 42, 45	3/10/2017	9/05/2018
AU	1875434		9, 42, 45	3/10/2017	9/05/2018
AU	1823999		9, 11, 45	6/02/2017	28/09/2017
AU	1826901	SECURE TRACK SENSE	9, 11, 45	20/02/2017	11/12/2018
NZ	1674508		09, 11, 45	29/04/2022	28/07/2022
NZ	1215255	VisionIntelligence	09, 11, 45	29/04/2022	21/07/2022
NZ	1221956	VisionI	09, 11, 45	17/10/2022	31/01/2023
WO	1674508		09, 11, 45	29/04/2022	28/07/2022
WO	1673863	VisionIntelligence	09, 11, 45	29/04/2022	21/07/2022
US	5760709	ABIBIRD	9, 42, 45	30/03/2018	28/05/2019
US	5760708		9, 42, 45	30/03/2018	28/05/2019
EUIPO	17880352	ABIBIRD	9, 42, 45	27/03/2018	17/08/2018
EUIPO	17880355		9, 42, 45	27/03/2018	17/08/2018

GB	00917880355		9, 42, 45	27/03/2018	17/08/2018
GB	00917880352	ABIBIRD	9, 42, 45	27/03/2018	17/08/2018

6. **Additional Rights** - Any of the following rights the Assignor may have, to the extent any such rights are assignable at law, in relation to: the Patent Properties set out above in item 3 of this Schedule; or any of the inventions disclosed in the patent specifications of any of the Patent Properties set out above in item 3 of this Schedule:

- (a) rights under section 24 of the *Patents Act 1990* (Cth) and any corresponding provisions under any other legislation in Australia and any country providing for a grace period;
- (b) rights under section 119 of the *Patents Act 1990* (Cth) and any corresponding provisions under any other legislation in Australia or any other country providing for prior use rights; and
- (c) rights under section 70 of the *Patents Act 1990* (Cth) and any corresponding provisions under any other legislation in Australia and any country providing for extension of term or Supplementary Protection Certificate.