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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI507833

SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT			
CONVEYING PARTY	DATA	•				
		1	Name		Execution Date	
Commonwealth Scient	ific and Inc	dustrial	Research Organisation		11/01/2019	
RECEIVING PARTY D	ΑΤΑ					
Company Name:	Consol	idated	Engineering Company, Inc.			
Street Address:	1971 N	1cCollu	im Parkway, NW			
City:	Kennes	saw				
State/Country:	GEOR	GIA				
Postal Code:	30144					
	C Tataly 1					
PROPERTY NUMBER Property Type			Number			
Application Number:		11793				
CORRESPONDENCE						
Fax Number:			08177			
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Correspondent Name			e.Sharp@wbd-us.com Scott Sudderth			
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Address Line 1: Address Line 4:	:	David P.O. E Atlanta	Scott Sudderth Box 570489			
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Address Line 1: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTER	: NUMBER:	David P.O. E Atlanta	Scott Sudderth 3ox 570489 a, GEORGIA 30357 C152 1540 files			
Address Line 1: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTER SIGNATURE:	: NUMBER:	David P.O. E Atlanta	Scott Sudderth Box 570489 a, GEORGIA 30357 C152 1540 files Deborah Sharp			
Address Line 1: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTER SIGNATURE: DATE SIGNED:	: NUMBER:	David P.O. E Atlanta	Scott Sudderth Box 570489 a, GEORGIA 30357 C152 1540 files Deborah Sharp Deborah Sharp			
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Assignment Deed – Patents relating to HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS

CSIRO through the Manufacturing business unit

Consolidated Engineering Company, Inc., a corporation organized under the laws of the state of Georgia, USA

WBD (US) 47781055v1

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Assignment Deed – Patents relating to [insert]

Parties

- 1. Commonwealth Scientific and Industrial Research Organisation (ABN 41 687 119 230) a body corporate established pursuant to the provisions of the *Science and Industry Research Act* 1949 (Commonwealth) and having its principal office at CSIRO Black Mountain Science and Innovation Park, Clunies Ross St, Acton ACT 2601, Australia, through CSIRO Manufacturing at Ian Wark Laboratory, Bayview Avenue, Clayton, Victoria 3168, Australia (CSIRO)
- Consolidated Engineering Company, Inc., a corporation organized under the laws of the state of Georgia, USA (CEC) and having its principle place of business (address) is 1971 McCollum Parkway, NW, Kennesaw, Georgia 30144 USA

Introduction

- A. CSIRO has been granted the Patents and filed the Patent Applications.
- B. CSIRO and CEC entered into a Licence Agreement in relation to certain Patents and Patent Applications in February 2014.
- C. CSIRO now wishes to assign the Patents and Patent Applications to CEC and CEC wishes to accept that assignment on the terms and conditions of this Deed.
- D. The parties wish to terminate the Licence Agreement in accordance with the terms of this Deed.

IN CONSIDERATION of payment from CEC to CSIRO of AU\$10, and of the promises made herein by the respective Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Operative clauses

1. Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

CSIRO's Specified Personnel means Dr Leon Prentice.

Deed means this deed between CSIRO and CEC, including the Schedules and any attachments.

Inventions means those inventions and improvements disclosed in the Patents and Patent Applications.

Patent Applications means the patent applications listed in Part B of Schedule 1.

Patents means the patents listed in Part A of Schedule 1.

Effective Date means the date this Deed becomes fully signed.

Exploit means, in relation to:

(a) a product incorporating or created using any of the Patents – to make, hire, sell or otherwise dispose of the product, offer to make, sell, hire or otherwise dispose of it, use or import it, or keep it for the purpose of doing any of those things;

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- (b) a method or process incorporating or created using any of the Patents to use the method or process or do any act mentioned in paragraph (a) in respect of a product resulting from such use; or
- (c) to licence any third party to do any act mentioned in paragraphs (a) or (b),

Licence means the licence described in clause 3.1(b).

Licence Agreement means the Licence Agreement entered into between the parties on 26 February 2014, as amended by letter dated 3 September 2018 and agreed by CEC on 11 February 2019.

Parties mean the parties to this Deed, and Party means any party to this Deed.

Schedules means the schedules to this Deed.

1.2 Interpretation

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) A recital, schedule, annexure or a description of the parties forms part of this Deed.
- (b) Headings are for convenience only, and do not affect interpretation.
- (c) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a Party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) If a word is defined, another part of speech has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (h) No provision of this document will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this document or that provision.

2. Assignment of the Patents

2.1 Assignment

- (a) On and from the Effective Date, CSIRO assigns to CEC, and CEC accepts the assignment from CSIRO, of all CSIRO's right, title and interest in and to the Patents and Patent Applications.
- (b) The assignment in clause 2.1(a) includes but is not limited to the following rights

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- the right to bring an action for and to claim (and retain) any damages or other remedies for any infringement of the rights assigned hereby, including any infringement that may have arisen before the assignment;
- (ii) the right to apply anywhere in the world for, and obtain, patents for the Invention:
- (iii) the right to file anywhere in the world, and to obtain patents from, applications, reissues, continuations, divisionals, extensions, innovation patents, renewals, and re-examinations of or relating to the Patents and Patent Applications;
- (iv) the right, if any, to apply anywhere in the world for and obtain registered intellectual property rights in respect of any of the Patents or Patent Applications, including patent rights of any kind;
- (v) the right to claim any applicable foreign and domestic priority rights arising from or required for any of the aforementioned patents and patent applications (including, without limitation, the Patents and Patent Applications) under the terms of any applicable conventions, treaties, statutes, or regulations; and
- (vi) all benefit arising from any patent applied for or granted in respect of any of the Patents or Patent Applications.
- (c) On and from the Effective Date, CEC is solely responsible for, at its own cost, conducting any and all of the processes required to complete registration of the inventions the subject of the Patent Applications, including, but not limited to, examination, prosecution, appeal, and opposition processes.
- (d) On and from the Effective Date, CEC is solely responsible for all costs related to the Patents and Patent Applications, including (without limitation) the costs of responding to any actions required by patent offices in any jurisdiction.
- (e) CEC will be responsible for, at its cost, recording or having recorded the assignment in any jurisdiction.
- (f) On and from the Effective Date, CSIRO must provide reasonable assistance as may be reasonably requested by CEC (at CEC's cost) to give effect to the assignment in clause 2.1(a).

3. Termination of the Licence Agreement

3.1 Termination of License Agreement

The parties agree that with effect from the Effective Date, the Licence Agreement is terminated in accordance with its terms. Termination of the Licence Agreement does not affect accrued rights or remedies of the parties at the date of termination.

3.2 License to Know-how

CSIRO grants to CEC a non-exclusive, fee-free and royalty-free, perpetual worldwide licence under the Licensed Know-how within the Licensed Field to design, make, have made, use, export, transfer, offer for sale and sell Licensed Products (capitalised terms not otherwise defined in this Deed have the meaning given to them under the Licence Agreement).

4. Licence to CSIRO

4.1 Licence

(a) On and from the Effective Date, CEC will grant CSIRO a perpetual, worldwide, fee-free and royalty-free, non-exclusive licence, with no right to sublicense, for each of the Patents and Patent Applications to use, reproduce, adapt and disseminate the Patents and Patent Applications solely

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for academic purposes and for research conducted by CSIRO (including on behalf of or in collaboration with a third party).

5. Representations and Disclaimers

- (a) Except as provided specifically in this Deed, CSIRO and CEC have not made any, and each specifically excludes, all guarantees, terms, conditions or undertakings to the other Party, whether express or implied, written or oral, statutory or otherwise including any implied warranty of merchantability or of fitness for a particular purpose in respect of the Invention(s) the subject of the Patents or Patent Applications. To the full extent permitted by law, all conditions or warranties imposed by such legislation are excluded.
- (b) To the full extent permitted by law, CSIRO and CEC will not be liable to the other Party for any special, indirect or consequential damages (including loss of opportunity, business or reputation) arising under or pursuant to this Deed.
- (c) CSIRO and CEC have not made and do not by entering into this document make, to the other Party, any representation, guarantee or warranty, express or implied:
 - (i) as to the utility of the Invention(s) the subject of the Patents and Patent Applications;
 - (ii) as to the prospects of the successful Exploitation of the Patents and Patent Applications;
 - (iii) as to the prospects of the successful grant of patents from the Patent Applications;
 - (iv) as to the validity of the Patents and Patent Applications or of any claims or statements of Invention therein; or
 - (v) that the use or Exploitation of the Patents or Patent Applications will not infringe the intellectual property rights or any other rights of any person.
- (d) CEC:
 - (i) uses and Exploits the Patents and Patent Applications at its own risk; and
 - (ii) will make its own inquiries to determine that Exploitation of the Invention the subject of the Patents and Patent Applications, and any product or process made or used in accordance therewith, will not infringe any third party's intellectual property rights and will be responsible for entering into any necessary licences.
- (e) CSIRO:
 - (i) uses and Exploits the Patents and Patent Applications, for example, under the Licence of §4.1, at its own risk; and
 - (ii) will make its own inquiries to determine that use and Exploitation, for example, under the License of §4.1, of the Invention the subject of the Patents and Patent Applications, and any product or process made or used in accordance therewith, will not infringe any third party's intellectual property rights and will be responsible for entering into any necessary licences.
- (f) CSIRO does hereby represent that, to the actual of knowledge of CSIRO's Specified Personnel at the date CSIRO signs this Deed and without making enquiries or conducting any searches, that the following are true:
 - CSIRO is the sole owner of the Patents and Patent Applications and has a full and unencumbered authority and right to make the assignments provided in this Deed;
 - (ii) None of the Patents (with the exception of BRPI0519400 (A2) and TW200636079 (A)) has been cancelled, abandoned or adjudicated invalid or unenforceable;

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- (iii) no Person has challenged CSIRO's ownership or use of any of the Intellectual Property;
- (iv) CSIRO has not given a license to Exploit under the Patents to any Person other than to CEC;
- (v) CSIRO has not, in the past five (5) years, written to any third party asserting or alleging that the third-party has infringed upon or is infringing upon any of the Patents
- (vi) there are no actions (including for example but without limitation, any oppositions, post grant reviews, inter partes previews, re-examinations, litigation), settled, pending in respect of any of the Patents or Patent Applications; and
- (vii) CSIRO is not subject to any outstanding Governmental Order (including any motion or petition therefor) that does or would restrict or impair the use of any of the Patents or Patent Applications.

6. Risk

6.1 Release and Indemnity

- (a) CEC releases CSIRO, and its officers, employees or agents, from any and all liability to CEC, whether at common law, in equity or pursuant to statute or otherwise, to the extent such liability is caused by or arises directly out of any use or Exploitation by or on behalf of CEC of the Invention, the subject of the Patents or Patent Applications, or any product or process made or used in accordance therewith, provided such liability arises after the Effective Date.
- (b) CEC shall indemnify and hold harmless CSIRO, and its employees, officers or agents, from and against all loss, liability, expense, demands, proceedings, suits or claims of any kind whatsoever whether at common law, in equity or pursuant to statute or otherwise, including claims for product liability, infringement of intellectual property rights, and any loss, death, injury, illness or damage (whether personal or property), arising directly out of and to the extent caused by CEC's exercise of its rights under this Deed or the Exploitation by CEC (or by its sublicensees) of the Patents, Patent Applications or any product or process made or used by or on behalf of CEC in accordance therewith, provided such liability arises after the Effective Date. Said indemnity shall include, without limitation, indemnification against all damages, costs and expenses incurred in defending or settling any such claim, suit, proceeding or demand.

6.2 Release and Indemnity

- (a) CSIRO releases CEC, and its officers, employees or agents, from any and all liability to CSIRO, whether at common law, in equity or pursuant to statute or otherwise, to the extent such liability is caused by or arises directly out of any use or Exploitation by or on behalf of CSIRO of the Invention, the subject of the Patents or Patent Applications, or any product or process made or used in accordance therewith, provided such liability arises after the Effective Date.
- (b) CSIRO shall indemnify and hold harmless CEC, and its employees, officers or agents, from and against all loss, liability, expense, demands, proceedings, suits or claims of any kind whatsoever, whether at common law, in equity or pursuant to statute or otherwise, including claims for product liability, infringement of intellectual property rights, and any loss, death, injury, illness or damage (whether personal or property), arising directly out of and to the extent caused by CSIRO's exercise of its rights under the Licence of §4.1, and in relation to the use or Exploitation by CSIRO of the Patents, Patent Applications or any product, apparatus, or process made or used by or on behalf of CSIRO in accordance therewith, provided such liability arises after the Effective Date. Said indemnity shall include, without limitation, indemnification against all damages, costs and expenses incurred in defending or settling any such claim, suit, proceeding or demand.

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7. Use of name

CEC must not:

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- (a) use the name, logo; trademarks, or other indicia of the CSIRO (or any shortened or phonetically similar version of such name, logo or indicia) in a manner which suggests CSIRO endorses or is otherwise associated with your technology, business, products or services;
- (b) represent a sponsorship or endorsement of CSIRO whether in writing or orally (such as in presentations or discussions with any third party); or
- (c) refer to the involvement of CSIRO in connection with this Deed, save as required by law,

without the prior written consent of CSIRO, provided, however, that CEC may make factual statements, in writing or orally, using the name "CSIRO" and "Commonwealth Scientific and Industrial Research Organisation", solely to describe the source of the Patents and Patent Applications, historical ownership thereof, and the assignment thereof to CEC. In no case may CEC use CSIRO's logos without CSIRO's prior written consent.

8. Disputes

8.1 Good faith negotiations

The Parties shall without delay and in good faith attempt to resolve any dispute or difference which may arise between them in relation to this Deed.

8.2 Disputes generally

Any dispute or difference relating to a matter shall be resolved in accordance with the following procedure:

- (a) The Party claiming that a dispute exists shall notify the other Party that a dispute exists, providing particulars of the issues in dispute, and within 10 days the Parties will submit such dispute or difference to in the case of CEC, its CEO, and in the case of CSIRO, its Director of the Manufacturing business unit for resolution.
- (b) If the dispute or difference is not resolved by the persons referred to in subclause (a) (or their nominee), within such time as they agree but not being more than 60 days after the date the dispute is referred to them, then the Parties agree that it shall be referred to arbitration in London, England, before a single arbitrator, before any Party is entitled to commence any proceedings in a court of competent jurisdiction in respect of such dispute or difference. The arbitration shall be administered by London Court of International Arbitration (LCIA) pursuant to LCIA Arbitration Rules.
- (c) The decision of the arbitrator (including any award as to costs) will be final and binding.
- (d) The dispute resolution process, including details and the existence of the dispute will be confidential information to both Parties.
- (e) Nothing in this clause shall preclude a Party from seeking urgent interlocutory relief in a court of competent jurisdiction.

9. Notices

All notices, requests or consents hereunder shall be in writing and shall be sent by postage prepaid or sent by fax (provided the machine from which it is sent produces a confirmation report that states that it was sent in full), or sent by email confirmed in writing, to each Party at its offices first mentioned above or at such other address as it has furnished in writing to the other Party. All notices, requests or consents shall be deemed to have been given on the day sent by fax (provided confirmation report states that it was sent in full) or email (provided a confirmation is received), or in the case of a letter, 5 days after being deposited in the post.

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10. General

10.1 Governing law

This Deed shall be deemed to be entered into in the State of New York, USA, and shall be governed by and interpreted in accordance with the laws in force in the State of New York, USA, and the Parties submit to the exclusive jurisdiction of the courts of the State of New York, USA.

10.2 Costs and stamp duty

- (a) Each Party shall bear its own costs (including legal costs) incurred in connection with the preparation and execution of this Deed and any other document or instrument required to be executed to complete this Deed.
- (b) All stamp duty (including fines, penalties and interest) which may be payable on this Deed or any instrument executed under this Deed in respect of a transaction evidenced by this Deed shall be borne by CEC.

10.3 Entire agreement and giving effect to this Deed

- (a) This Deed constitutes the entire contract between the Parties in relation its subject matter. All prior or contemporaneous agreements, proposals, understandings and communications between or involving the Parties, whether oral or written, are merged into this Deed.
- (b) Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other Party may reasonably require to give full effect to this Deed.

10.4 Exclusion of agency, partnership and joint venture

Nothing in this Deed is to be treated as creating a partnership or joint venture between the Parties under the laws of any applicable jurisdiction and no Party may act or has any authority to act as agent of or in any way bind or commit the other Party to any obligation.

10.5 Severability

Any part, term or provision of this Deed, which is determined to be invalid or unenforceable shall be severed hence from and the remaining parts, terms and provisions shall remain in full force and effect.

10.6 No waiver

- (a) No waiver by a Party of any condition, part, term or provision of this Deed shall be construed as a waiver of any other condition, part, term or provision of this Deed, nor will such waiver be construed as a waiver of such condition, part, term or provision in respect of any future event or circumstance.
- (b) Any failure by a Party to compel performance by the other Party of any condition, part, term or provision of this Deed will not constitute a waiver of that condition, part, term or provision of this Deed, nor will it affect or impair the right to enforce any rights or obligations under that condition, part, term or provision of this Deed at a later time or to pursue remedies for any breach of that condition, part, term or provision of this Deed.

10.7 Consents

Where this Deed contemplates that a Party may agree or consent to something (however it is described), the Party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions.,

unless this Deed expressly contemplates otherwise.

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10.8 Non-merger

The warranties, covenants and agreements of the Parties herein shall remain in full force notwithstanding the completion of this Deed and shall not merge on completion.

10.9 Counterparts

This Deed may be executed in counterparts.

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Execution

Executed as a deed

Signed, sealed and delivered for and on behalf of Commonwealth Scientific and Industrial Research Organisation by:

(Signature of authorised person)

November 2019

(insert date)

in the presence of:

(Signature of witness

Brenda

PRENTICE

(Print name of witness

(Print name of authorised person)

Signed, sealed and delivered for and on behalf of Consolidated Engineering Company, Inc. by:

(Signature of authorised person) SRUP A General

November 2019

(insert date)

in the presence of:

(Signature of witness)

czkowsk. Joseph (Print name of authorised person)

Crafton

(Print name of witness)

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PATENT **REEL: 068638 FRAME: 0481**

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Schedule 1 – Patents and Patent Applications

Part A – Patents

Internal ID (CSIRO)	Title	Priority Date	Country	Serial No.	Status	Patent No.
					•	
TW7645/AU	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Australia	2005318925	Granted / In force	2005318925
TW7645/CA	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Canada	2594516	Granted / in force	2594516
TW7645/CN	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	China	200580044801.7	Granted / in force	ZL200580044 801.7
TW7645/IN	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	India	2440/KOLNP/2007	Granted / in force	275839
TW7645/JP	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Japan	2007-547081	Granted / in force	5236948
TW7645/KR	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Republic of Korea	10-2007-7016723	Granted / in force	10-1287995
TW7645/MX	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Mexico	MX/A/2007/00776 3	Granted / in force	296297
TW7645/RU	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Russian Federation	2007127862	Granted / In force	2398911
TW7645/US	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	United States of America	11/793203	Granted / in force	8409374
TW7645/ZA	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH	23/12/2004	South Africa	2007/05375	Granted / in force	2007/05375

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PRESSURE		
DIECASTINGS		

Part B – Patent Applications

Internal ID (CSIRO)	Title	Priority Date	Country	Application No.	Status
I TW7645/EP	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Europe	05814111.0	Under examination
TW7645/WO	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	PCT	PCT/AU2005/0019 09	Expired at end of life
TW7645/AU/PROV	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Australia (provisional application)	2004907329	Expired at end of life
TW7645/BR	HEAT TREATMENT OF ALUMINIUM ALLOY HIGH PRESSURE DIECASTINGS	23/12/2004	Brazil	P10519400-8	Abandoned

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RECORDED: 09/19/2024