

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Steinhardt Corporation Pty Ltd	05/13/2024
RECEIVING PARTY DATA	
Individual Name:	Kevin John STEINHARDT
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11453024
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<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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NAME OF SUBMITTER:	DEEPA SASIDHARAN PILLAI
SIGNATURE:	DEEPA SASIDHARAN PILLAI
DATE SIGNED:	10/24/2024
Total Attachments: 12	
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Deed of Patent Assignment

**Steinhardt Corporation Pty Ltd ACN 010 024 245 as trustee
for the Steinhardt Family Trust ABN 13 287 378 914**

and

Kevin John Steinhardt

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Deed of Patent Assignment

Date 13 May 2024

Parties	Steinhardt Corporation Pty Ltd ACN 010 024 245 as trustee for the Steinhardt Family Trust ABN 13 287 378 914 c/- Ulton Chartered Accountants, G, 62-66 Woondooma Street, Bundaberg, QLD 4670 <div style="text-align: right;">(Assignor)</div>
	Kevin John Steinhardt of 8 Thomasens Road, Bundaberg QLD 4670 <div style="text-align: right;">(Assignee)</div>

Recitals	A. The Assignor is the owner of the Patents. B. The parties have agreed that the Assignor will assign all of the Assignor's respective rights in, title to and interests in the Patent, to the Assignee on the terms set out in this deed.
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This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed:

Effective Date	means the date of execution of this deed, and if the parties execute on different dates, the date that the last party executes.
Intellectual Property Rights	means any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights) in respect of the Patent including (but not limited to) rights in respect of or in connection with: (a) any related confidential information, know-how or any right to have information kept confidential; and

- (b) copyright (including future copyright and rights in the nature of or analogous to copyright),

whether or not existing at the date of this deed and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Patents means the registered patents and pending patent application(s) (if any) listed in Schedule 1.

Purchase Price means \$0.00.

1.2 Interpretation

In this deed unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);
- (e) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any clause, annexure, exhibit and schedule;
- (f) a reference to a party to any document includes that party's successors and permitted assigns;
- (g) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind; and
- (h) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.

2. Assignment

2.1 Assignment

With effect from the Effective Date, the Assignor unconditionally and irrevocably assigns to the Assignee the whole of the Assignor's right, title and interest in and to the Patents and the related Intellectual Property Rights, free of any encumbrance or security interest.

2.2 Present and future claims

For the avoidance of doubt, the parties acknowledge and agree that the assignment effected by clause 2.1 includes the transfer and assignment of all past, present and future claims and causes of action that have accrued or may in the future accrue in relation to the unauthorised use, infringement or misappropriation of any of the Patents by any third party, including all rights to take legal action, seek injunctive relief or to receive and recover all profits and damages accruing from any such use, infringement or misappropriation prior to the Effective Date, as well as the right to grant releases for past infringements.

2.3 Further actions

- (a) Following execution of this deed, the Assignor will provide to the Assignee all documentation relating to the application for and/or registration of the Patents and related Intellectual Property Rights in its possession or control.
- (b) The Assignor agrees to execute all documents and do all things as may be necessary to enable the Assignee to:
 - (i) fully enjoy and prosecute the Patents and the related Intellectual Property Rights, including by cancelling the recording of any authorised user's interest in the Patents;
 - (ii) record the assignment of the Patents and the related Intellectual Property Rights on the relevant patent register; and
 - (iii) give full effect to this deed.

2.4 No challenge

The Assignor agrees not to do any act, or assist any other person directly or indirectly to do any act, which would or may invalidate, revoke or result in a challenge to the Assignee's title to or registration of the Patent or related Intellectual Property Rights, or which would in any way reduce or diminish the value of the Patent or related Intellectual Property Rights.

3. Payment and GST

3.1 Payment of Purchase Price

In consideration of the assignment in clause 2.1, the Assignee agrees to pay the Purchase Price to the Assignor.

3.2 GST

- (a) Words or expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (GST Act) have the same meaning given to them in that Act.
- (b) Unless otherwise stated, any amount specified in this deed as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.
- (c) If a party makes a taxable supply under this deed (**Supplier**), then the recipient of the taxable supply (**Recipient**) must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.
- (d) Notwithstanding the foregoing, the Recipient is not obliged under this deed to pay the amount of any GST payable until the Supplier provides it with a valid tax invoice for the taxable supply.
- (e) If an adjustment event arises in relation to a taxable supply made by a Supplier under this deed, the amount paid or payable by the Recipient pursuant to clause 3.2(c) will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.
- (f) If a third party makes a taxable supply and this deed requires a party to this deed (the payer) to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

4. Warranties

4.1 Authority to enter into deed

Each party warrants, undertakes and represents to the other party that it has the necessary power and authority, and right and title, to execute, deliver and perform its obligations under this deed and to become bound by it, and that all necessary corporate action has been taken to authorise the execution of this deed.

5. Costs and stamp duty

5.1 Costs generally

Each party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this deed.

5.2 Stamp duty

The Assignee must pay any stamp duty payable on this deed.

6. General

6.1 Assignment

A party may not assign any of its rights under this deed, without the prior written consent of the other party, which cannot be unreasonably withheld.

6.2 Variation

A variation of any term of this deed will be of no force or effect unless it is by way of deed and signed by each of the parties.

6.3 Waiver

- (a) A party may not rely on the words or conduct (including a delay in the exercise, a non-exercise or a partial exercise of a right) of any other party as a waiver of any right arising under or in connection with this deed (including a right to rely on this clause) unless the waiver is in writing and signed by the party granting the waiver.
- (b) In clause 6.3(a) the term 'waiver' is intended to include an election between rights and remedies as well as conduct which might otherwise give rise to an estoppel.
- (c) A waiver is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

6.4 Severance

If a provision in this deed is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this deed.

6.5 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed under the laws in force in Queensland, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

6.6 Further assurances

Each party must, at its own expense, do all things and execute all further documents necessary to give full effect to this deed and the transactions contemplated by it.

6.7 No reliance

No party has relied on any statement by the other party which has not been expressly included in this deed.

6.8 Counterparts

- (a) This deed may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.
- (b) A party that has executed a counterpart of this deed may exchange that counterpart with another party by faxing or emailing it to the other party or the other party's legal representative.

6.9 Relationship of parties

- (a) The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.
- (b) Nothing in this deed gives a party authority to bind any other party in any way.

6.10 Exercise of rights

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

6.11 Remedies cumulative

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

Schedule 1 Patents

Jurisdiction	Application No.	Registration No.	Title
Australia	2020101416	2020101416	Sprinkler Elevation Device
United States of America	17/097,367	US 11,453,024 B2 (publication no. US 20220016659)	Sprinkler Elevation Device

Signing page

Executed as a deed

Executed by Steinhardt Corporation Pty Ltd ACN 010 024 245 as trustee for the Steinhardt Family Trust ABN 13 287 378 914 in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Director

Janelle Gay Gerry

Full name (print)




Signature of Director

Trevor Ronald Steinhardt

Full name (print)

Signed, sealed and delivered by Kevin John Steinhardt in the presence of:



Signature of witness

MICHELLE HARTMAN

Full name of witness (print)



Signature of Kevin John Steinhardt

13 May 2024

Date

480 QUEEN ST BRISBANE

Address of witness (print)