

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI629677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
The Botanic Gardens and Parks Authority	07/15/2024
RECEIVING PARTY DATA	
Company Name:	The University of Western Australia
Street Address:	35 Stirling Highway
City:	CRAWLEY
State/Country:	AUSTRALIA
Postal Code:	6009
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17864892
Application Number:	18072868
CORRESPONDENCE DATA	
Fax Number:	3123214299
<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:	520149
NAME OF SUBMITTER:	Alexandra Manolas
SIGNATURE:	Alexandra Manolas
DATE SIGNED:	11/13/2024
Total Attachments: 3	
source=2024-11-13 INTELLECTUAL PROPERTY ASSIGNMENT BGPA to UWA - Executed#page1.tiff	
source=2024-11-13 INTELLECTUAL PROPERTY ASSIGNMENT BGPA to UWA - Executed#page2.tiff	
source=2024-11-13 INTELLECTUAL PROPERTY ASSIGNMENT BGPA to UWA - Executed#page3.tiff	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made the ...23rd.. day of ..October.....2024

BETWEEN

THE UNIVERSITY OF WESTERN AUSTRALIA (ABN 37 882 817 280), a body corporate established by The University of Western Australia Act 1911 (Western Australia) of 35 Stirling Highway, Crawley, WA 6009 ("UWA");

And,

THE BOTANIC GARDENS AND PARKS AUTHORITY (ABN 30 706 225 320), a State Government entity under the Botanic Gardens and Parks Authority Act 1998 and Regulations 1999, of 1 Kattidj Close, KINGS PARK, WA, 6005 ("BGPA")

RECITALS

- A. BGPA owns intellectual property rights over the research and development outcomes described in Items 1 and 2 of the Schedule (The "Technology" and the Patents) which were developed in a collaboration between the parties under a Global Innovation Linkages funding agreement dated 23/02/2018 and managed by BGPA.
- B. BGPA wishes to assign its right and title in the Patents to UWA to enable development and commercialisation of the Technology and any invention, product or brands arising from the Technology to take place.

1. ASSIGNMENT BY BGPA

For the better management and commercialisation of the Technology and any invention, product or brand arising from the Technology, and in consideration of receiving a cash payment from UWA, BGPA hereby permanently assigns to UWA, at the date of execution of this Agreement:

- (a) all rights, title, claims and interest that it may have in the Technology (including the Patents and patent applications, continuation or divisional filings claiming priority from the Patents, granted patents, and the right to file for further intellectual property registrations, written and other materials relating to the Technology and confidential information associated with or related to the Technology) and may have had since the commencement of the development of the Technology; and
- (b) any intellectual property rights (residual or otherwise) and any future intellectual property rights associated or connected with the Technology.

2. WARRANTIES

BGPA warrants that, to the best of its knowledge and belief at the date of this Agreement:

1. BGPA is the owner of the Patents,
2. BGPA is legally entitled to assign the Patents; and
3. all of BGPA's rights existing as at the date of this agreement associated with the Technology are free of any encumbrances, obligations or third-party claims.

PATENT

REEL: 069251 FRAME: 0427

3. PAYMENTS BY UWA

In consideration of the assignment of BGPA's rights under clause 1 of this agreement, UWA will:

- a) pay to BGPA a total of \$20,000 cash within 90 days of the date the last party signs this agreement; and
- b) grant to BGPA a non-exclusive, non-transferable, irrevocable licence to use the Technology for any purpose related to the normal activities of BGPA, provided that this use is not for commercial gain.

5. RELEASE



UWA hereby releases BGPA, its officers, employees and agents from all actions, suits, proceedings, claims, demands, costs, charges, damages, losses and expenses whatsoever which may be made or brought by any person, body or authority arising from or in connection with the Technology and any invention, product or technology arising from the Technology including but not limited to any commercialisation of the Technology and any invention, product or technology arising from the Technology howsoever caused.

The release contained in this paragraph 5 shall not apply to the extent that the actions, suits, proceedings, claims, demands, costs, charges, damages, losses and expenses arise from the use of commercialised products from the Technology, by the BGPA, its officers, employees or agents.

6. GENERAL

- (a) This agreement constitutes the entire agreement between the parties in relation to the subject matter of this agreement.
- (b) The rights and obligations of the parties under this agreement will not be assignable without the prior written permission of the other party.
- (c) If any provision of this agreement is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.
- (d) Nothing in this agreement will be construed so as to make any party an employee, agent or partner of another, or create any relationship of partnership, agency, or trust whatsoever.
- (e) This agreement may be signed in any number of counterparts.
- (f) This agreement shall be construed and governed in accordance with the laws of Western Australia.
- (g) This agreement may be varied by written agreement of the parties.

SIGNED as an AGREEMENT

SIGNED FOR THE UNIVERSITY OF WESTERN AUSTRALIA BY ITS AUTHORISED REPRESENTATIVE:		SIGNED FOR THE BOTANICAL GARDENS AND PARKS AUTHORITY BY ITS AUTHORISED REPRESENTATIVE:	
Name:	SAMANTHA TOUGH	Name:	Stuart Smith
Title:	Pro Vice-Chancellor Industry and Commercial	Title:	Chief Executive Officer
Date: 23/10/2024		Date:	 15/7/24

SCHEDULE

Item 1: The Technology

The Technology refers to two separate and distinct mechanical seeding devices (Devices 1 and 2).

Device 1 was originally disclosed to UWA as Invention Disclosure ID2206. It comprises an arrangement of a hydraulic breakout tyne and a four-bar linkage mechanism, that can be coupled or decoupled, which scarify the soil before depositing seed and subsequently covering the seed with a light covering of soil with a brush. The embodiment is bulldozer mountable or can be used as a standalone unit on a frame that can be attached to a tractor or other powerplant.

Device 2 was originally disclosed to UWA as Invention Disclosure ID2207. It is a novel seeding and topsoil spreading device. It extrudes a slurry of topsoil, water and other additives that contains seeds into discrete "pats" of a defined height so that encased seeds have an optimal micro-environment to germinate and emerge. The device can very accurately control the 'depth' a seed is placed whilst efficiently spreading topsoil, only where topsoil is needed.

Item 2: The Patents

The Patents correspond to Device 1 and 2 respectively.

1. *'Apparatus for seeding'*, filed as Australian Provisional Patent Application No. AU2021902156A, Australian Patent Publication No. AU2021221632A1, United States Patent Application No. US17/864,892, published as US2023/0020374 A1.
2. *'Method and Apparatus for use in establishing or re-establishing plant life in a land area'*, filed as Australian Provisional Patent Application No. AU2021903931A0, Australian Patent Publication No. AU2022279522A1, United States Patent Application No. US18/072,868, published as US 2023/0172097 A1.