

10/048078

A/D581-40

531 Rec'd PCT 23 JAN 2002

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PATENT APPLICATIONS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

04-10-2002

In Re the Application

BOSTOCK, Hayden



102049853

CORDATION OF ASSIGNMENT

Int'l. Serial No.: PCT/AU00/00867 )

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DATE OF DEPOSIT: January 23, 2002

Int'l. Filing Date: 20 July 2000 )

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE "EXPRESS MAIL POST OFFICE TO ADDRESSEE" SERVICE UNDER 37 CFR 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO THE ASSISTANT COMMISSIONER FOR PATENTS, BOX PCT, WASHINGTON, D.C. 20231.

Priority Date: 23 July 1999 )

For: "SAFETY STIRRUP" )

TYPED OR PRINTED NAME: JANICE MESSER

Atty. File No.: 2962BD-1 )

SIGNATURE: Janice Messer

Box PCT  
Assistant Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Hayden Bostock

2. Name and address of receiving party(ies):

Bostock Developments Pty Ltd.  
Level 5, 499 St. Kilda Road  
Melbourne, Victoria Australia

10/048078

3. Nature of Conveyance:

- |                                     |                    |                          |                |
|-------------------------------------|--------------------|--------------------------|----------------|
| <input checked="" type="checkbox"/> | Assignment         | <input type="checkbox"/> | Merger         |
| <input type="checkbox"/>            | Security Agreement | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/>            | Other: _____       |                          |                |

Execution Date: January 27, 2000

02/04/2002 LLANDGRA 00000075 10048078

02 FC:581 40.00 OP

03 FC:198 20.00 OP

4. Application number(s) or patent number(s)  
If this document is being filed together with a new application, the execution date of the application is:

- A. Patent Application No.(s): None.
- B. Patent No.(s): None.

5. Name and address of party to whom correspondence concerning documents should be mailed:

Robert D. Traver  
Sheridan Ross P.C.  
1560 Broadway, Suite 1200  
Denver, Colorado 80202-5141,

6. Total number of applications and patents involved: 1.

7. Total fee (37 CFR 3.41).....\$40.00.

- Enclosed
- Any deficiency in payment of recording fee is authorized to be charged to Deposit Account.
- Authorized to be charged to deposit account.

8. Deposit account number: 19-1970.

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Total number of pages including cover sheet, attachments and document: 15

Respectfully submitted,

SHERIDAN ROSS P.C.

By: Robert D. Traver

Robert D. Traver  
Registration No. 47,999  
1560 Broadway, Suite 1200  
Denver, Colorado 80202-5141  
(303) 863-9700

Date: 23 Jan 2002

# Deed of Assignment

between

**Hayden Bostock**

and

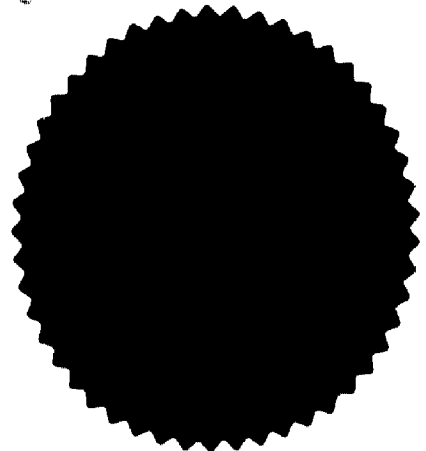
**Bostock Developments Pty Ltd**

(ACN 089 230 688)

I, ANTHONY GRENVILLE HISCOCK, Notary Public,  
residing and practising in the City of Melbourne,  
Australia HEREBY CERTIFY AND ATTEST that  
this document/~~the document on the reverse hereof~~  
is a true and faithful copy of the original document  
of which it purports to be a copy which after careful  
examination I ATTEST.

DATED 16 JANUARY 2002

*Anthony Hiscock*



**BAKER & MCKENZIE**  
Solicitors

Level 26, AMP Centre  
50 Bridge Street  
SYDNEY NSW 2000  
Tel: (02) 9225-0200  
Fax: (02) 9223-7711

Level 39, Rialto  
525 Collins Street  
MELBOURNE VIC 3000  
Tel: (03) 9617-4200  
Fax: (03) 9614-2103

Ref: #152188 v1\TJY

**PATENT**  
**REEL: 012758 FRAME: 0256**

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# Deed of Assignment

This Deed is made on the 27<sup>th</sup> day of January, 2000.

Between

Hayden Bostock of 81 Rose Street, Essendon, Victoria ("Assignor").  
and

Bostock Developments Pty Ltd (ACN 089 230 688) of Level 5, 499 St Kilda Road, Melbourne, Victoria ("Assignee")

Document Not Subject To  
Stamp Duty NFA  
Trn:673899 28-JAN-2000  
Stamp Duty Victoria, RYND

## Recitals

- (A) The Assignor is the owner of the Design and holds all rights in connection with patents design and manufacture of each of them.
- (B) The Assignor wishes to assign the Patents and all of its other right title and interest in the Safety Stirrup and Helmet to the Assignee in the terms contained in this Agreement.

## Operative provisions

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### 1. Definitions

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#### 1.1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

**"Design"** means the registered design of the Safety Stirrups and Helmet.

**"Date"** means the date of this Agreement.

**"Helmet"** means a helmet which includes as part of its function or design:

- (a) the Patents;
- (b) an Improvement; and
- (c) both (a) and (b).

**"Improvement"** means any variation or modification of Safety Stirrups or Helmet by Bostock or the Assignee.

**"Patents"** means the patents and applications granted to Bostock which are annexed to this Agreement.

**"Safety Stirrup"** means a riding stirrup which includes as part of its function or design:

- (a) the Patents;
- (b) an Improvement; and
- (c) both (a) and (b).

**"Term"** means the period of twenty years which commences on the Date.

## **1.2 Interpretation**

In this Agreement unless the context otherwise requires:-

- (a) words denoting the singular number include the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) headings are for guidance only and are to be ignored in construing the contract;
- (d) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) unless the contrary intention appears, the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (f) references to any law are references to that law as amended, consolidated, supplemented or replaced and includes reference to regulations and other instruments under it.

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## **2. Assignment**

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### **2.1 Assignment**

In consideration of the payment to the Assignor by the Assignee of the sum of \$1.00 (one dollar), the receipt of which the Assignor acknowledges, effective from the Date, the Assignor assigns to the Assignee:

- (a) the Patents; and
- (b) the Design; and
- (c) all its right title and interest in the Safety Stirrup and Helmet.

## **2.2 Entitlements**

The assignment described in clause 2.1 includes all rights subsisting in the Patents, the Design and the Safety Stirrup and Helmet together with all entitlements to sue other parties and to obtain full and effective relief in respect of every act of infringement occurring prior to the date of this Agreement.

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## **3. Warranties**

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### **3.1 Assignor's Warranties**

The Assignor warrants and represents to the Assignee that:

- (a) it is the sole unencumbered legal and beneficial owner of the Patents and the Design and the Safety Stirrup and Helmet;
- (b) it has not licensed, assigned, mortgaged, charged or given any other interests or rights in respect of the Patents, the Design and the Safety Stirrup and Helmet to any other party;
- (c) it has not entered into any agreement, arrangement or understanding (whether legally enforceable or not) for the licensing or otherwise permitting the use or exploitation of the Design or the Safety Stirrup and Helmet which prevents, restricts or otherwise inhibits the Assignor's freedom to use and exploit the Design or the Safety Stirrup and Helmet;
- (d) so far as it is aware the Patents are not currently being infringed by any third party and no third party has threatened or is currently threatening any such infringement;
- (e) it is not the registered owner or applicant for registration of any other patent which is substantially identical with or deceptively similar to the Patents where the use or registration of that other patent would be likely to deceive or cause confusion;
- (f) it has not previously assigned to any other person, and is not aware of the use or registration by any other person, of any other patent or design which is substantially identical with or deceptively similar to the Design where the use or registration of that other trade mark would be likely to deceive or cause confusion; and
- (g) it will not use or authorise the use of any other patent which is substantially identical with or deceptively similar to the Design where the use of that other trade mark would be likely to deceive or cause confusion.

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## 4. Distribution Rights

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### 4.1 Acknowledgment

The Assignor acknowledges that from the Date he has no distribution rights in regard to the Safety Stirrup and Helmet and further that the Assignee may appoint as a distributor any person or persons it considers in its absolute discretion, to be appropriate as a distributor of the Safety Stirrup and Helmet.

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## 5. Miscellaneous

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### 5.1 Further Assurances


At the request of the Assignee, the Assignor will execute all such documents, forms and authorisations and depose or swear any declaration or oath as may be required for absolutely vesting full title and interest to the Design and the Patents and the Safety Stirrup and Helmet in the Assignee.

### 5.2 Governing Law


This Deed is governed by and construed in accordance with the laws of Victoria.

Executed as a Deed.

The Common Seal of )  
Bostock Developments Pty Ltd )  
was affixed to this document )  
in the presence of: )

  
\_\_\_\_\_  
Signature of director

H.G. BOSTOCK  
\_\_\_\_\_  
Name of director (please print)

  
\_\_\_\_\_  
Signature of director/secretary

A.J. CLARKE  
\_\_\_\_\_  
Name of director/secretary (please print)



Signed sealed and delivered )  
by **Hayden Bostock** )  
in the presence of: )

John A. Phillips  
Signature of witness

~~Hayden Bostock~~  
Signature of **Hayden Bostock**

JOHN A. PHILLIPS  
Name of witness (please print)







**Client List**

Printed: 24/01/2000

Hayden Bostock  
53 Rowell Avenue  
Camberwell Victoria 3124  
Australia

Patent SAFETY STIRRUP Australia P15651AU00

**Applicant**

Hayden Bostock

**Diary:**

Date of Order	23/07/1999	Application No.	PQ1803
Application Date	23/07/1999	Priority Lodgement Deadline	23/07/2000
Complete Filing Deadline	23/07/2000		

Patent SAFETY STIRRUP Australia P5017AU00

**Applicant**

Hayden Bostock

**Diary:**

Examination Due	03/08/1999	Date of Order	20/06/1997
Examination Requested	29/07/1999	Application No.	3084597
Application Date	20/06/1997	Official Report DEADLINE	09/11/1999
First Report Date	09/11/1999	Next Renewal	20/06/2002
First Priority Number	AU PQ0510	Final Date for Acceptance	09/08/2001

Patent SAFETY STIRRUP Canada P5017CA00

**Applicant**

Hayden Bostock

**Diary:**

Examination Due	20/06/2002	Date of Order	20/06/1997
Application No.	2258583	Application Date	20/06/1997
Next Renewal	20/06/2000	First Priority Number	PO 0570

Patent SAFETY STIRRUP European Patent Application P5017EP00

**Applicant**

Hayden Bostock

**Diary:**

Date of Order	20/06/1997	Application No.	979257888
Application Date	20/06/1997	Next Renewal	30/06/2000
First Priority Number	PO 0570		

# Client List

Printed: 24/01/2000

Hayden Bostock  
53 Rowell Avenue  
Camberwell Victoria 3124  
Australia

Patent	SAFETY STIRRUP	United States	P5017US00
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Applicant  
Hayden Bostock

Diary:  
 Date of Order           14/12/1998  
 Application Date       14/12/1998

Application No.       202727  
 First Priority Number   PO 0570

End of Client List