

# **RECORDATION FORM COVER SHEET** **PATENTS ONLY**

To the Director of the Patent and Trademark Office:

Attorney Dkt. No.: 039057/275492

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Apeel Pty Ltd

Additional name(s) of conveying party(ies) attached?

Yes ☐ No ☒

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

Global Apeel Limited  
1<sup>st</sup> Floor, 60 St. James's Street  
London SW1A 1LE  
United Kingdom

3. Nature of conveyance/Execution Date(s):

Execution Date(s): 01/05/2005

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other: Correction to previously recordedAssignment at Reel \_\_\_\_\_, Frame \_\_\_\_\_  
to correct \_\_\_\_\_Additional name(s) & address(es) attached? Yes ☐ No ☒

4. Patent Application No.(s)

10/794,963

Patent No.(s)

☐ This document is being filed together with a new application.Additional numbers attached? Yes ☐ No ☒

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

**ALSTON & BIRD LLP**  
Bank of America Plaza  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000

6. Total number of applications and patents involved:

1

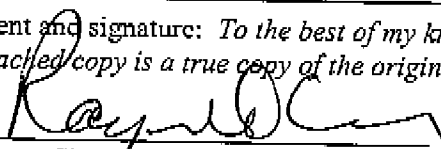
7. Total fee (37 CFR 3.41) \$40.00

☐ Enclosed☒ Authorized to be charged to deposit account☐ None required (government interest not affecting title)

8. Deposit account number: 16-0605

DO NOT USE THIS SPACE

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.*

  
Name of Person Signing: Raymond O. Linker, Jr.  
Reg. No. 26,419

June 7, 2005

Date

Total number of pages including cover sheet, attachments, and document: 8

USPTO Fax Number for New Assignments (703) 306-5995

**PATENT**

700185692

REEL: 016307 FRAME: 0742

CH \$40.00 160605 10794963

**APEEL PTY LTD**

[A.C.N. 098 903 185]

and

**GLOBAL APEEL LIMITED**

**DEED OF ASSIGNMENT**

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**DEED OF ASSIGNMENT** between:

**APEEL PTY LTD** [A.C.N. 098 903 185] of 39 Empire Circuit, Forrest ACT 2603 ("Assignor") and

**GLOBAL APEEL LIMITED** of 1st Floor, 60 St. James's Street, London SW1A 1LE United Kingdom ("Assignee")

**RECITALS**

- A. The Assignor is the proprietor of the Patents or Patent Applications described in the Schedule to this deed ("Patents").
- B. The Assignor agrees to sell and assign to the Assignee and the Assignee accepts, among other things, all of the Assignor's rights in the Patents on the terms contained in this deed.

**OPERATIVE CLAUSES****I. Assignment**

- 1.1 In consideration of the Assignee paying to the Assignor the sum of One Hundred Thousand Australian Dollars (AUS \$100,000.00) the Assignor (as registered proprietor and beneficial owner) assigns to the Assignee absolutely the property and its interest in the Patents and the Inventions disclosed or claimed in the Patents ("Inventions");
- 1.2 The consideration of One Hundred Thousand Australian Dollars (AUS \$100,000.00) is to be paid by the Assignee to the Assignor within 12 months of the date of this agreement ("the Date for Payment"). Notwithstanding that the consideration is to be paid on or by the Date for Payment, the assignment specified in paragraph 1.1 shall be effective on and from the date of this agreement;
- 1.3 In the event that the consideration of One Hundred Thousand Australian Dollars (AUS \$100,000.00), or part thereof, has not been paid by the Assignee to the Assignor on or by the Date for Payment, then the Assignee shall be liable to pay to the Assignor, in addition to the balance outstanding for the consideration, interest on the balance outstanding from time to time from the Date for Payment at the rate of seventeen per centum (17%) per annum.

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## **2. Warranties**

### **2.1 Warranties by Assignor**

The Assignor warrants that:

- a) it is the owner of the rights in the Patents;
- b) there are no outstanding encumbrances on any of Patents or other matters or restrictions affecting its capacity to sell and assign the Patents to the Assignee;
- c) to the best of its knowledge and belief the Inventions have not been used or published in Australia or any other Country or jurisdiction before the priority date and the Patents;
- d) it is not aware of any concluded, contemplated or current legal proceedings relating to any of the Inventions, the Patents, their registration or infringement;
- e) to the best of its knowledge and belief there is no licence subsisting regarding the Patents;
- f) it has not entered into any transactions which may have any adverse impact on the rights in the Patents;
- g) the transactions described in this deed will not infringe the rights of any other person or constitute a breach of any agreement with any other person;
- h) all of the information provided by the Assignor to the Assignee in relation to the subject matter of this assignment before he executed this deed is true, correct and not misleading;
- i) it has not, in connection with the Patents, interfered with, infringed upon, misappropriated or otherwise come into conflict with any intellectual property rights of third parties; and
- j) it has not entered into or granted any licence, agreement or other permission to any third party with respect to any of the Patents.

### **2.2 No merger**

The warranties contained in this deed do not merge when the assignments in this deed are completed.

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### **3. Certificate of Registration**

At the same time as this deed is delivered, the Assignor must deliver to the Assignee any original Deeds of Letters Patent to the Assignee, if held by or under the control of the Assignor.

### **4. Costs**

The costs of and incidental to the preparation and stamping of this deed of assignment must be paid by the Assignee.

### **5. Further Dealings**

5.1 The Assignee acknowledges that the Assignor has certain knowledge, expertise and business associations which may assist in the promotion, marketing, commercialisation and development of the Inventions and the Patents. As a consequence, the parties contemplate that they may enter into further dealings by way of management, consulting or development agreements, or otherwise, for the Assignor and its officers to assist the Assignee in the promotion, marketing, commercialisation and development of the Inventions and the Patents.

5.2 The Assignee acknowledges that the Assignor and/or its contractors or agents have been and are currently developing a television advertising campaign and/or target client advertising to promote and raise awareness of the Inventions and its commercial applications. In consideration of the assignment of rights in the Patents, and in consideration of the benefit which the Assignee will obtain from such advertising, the Assignee agrees to pay to the Assignor all reasonable costs and expenses relating to the production and screening of the television advertising and/or target client advertising on its behalf, subject to the prior approval of the Assignee.

### **6. Proper Law**

This agreement is to be governed by the laws of the Australian Capital Territory in Australia.

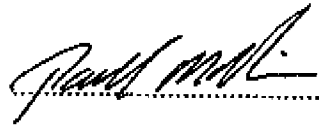
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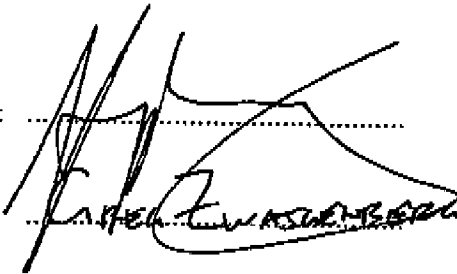
### **Schedule 1**

1. Australian provisional patent application PR7493 filed 5 September 2001
2. Australian patent 746344 filed 15 November 2001
3. Australian provisional patent application PS0122 filed 25 January 2002
4. International patent application PCT/AU02/01224 filed 5 September 2002
5. Canadian patent application 2,462,478 filed 5 September 2002
6. European patent application 02766937.3 filed 5 September 2002
7. Hong Kong patent registration application 04110051.1 filed 5 September 2002
8. Japanese patent application 2003-525820 filed 5 September 2002
9. New Zealand patent application 531584 filed 5 September 2002
10. South African patent application 2004-3174 filed 5 September 2002
11. US patent application 10/794963 filed 5 September 2002
12. Australian provisional patent application 2003900886 filed 27 February 2003
13. International patent application PCT/AU2004/000259 filed 27 February 2004
14. Any patent or patent application in any country or region based on, derived from, claiming priority from, or otherwise related to any of the above patents or patent applications, or to the inventions disclosed or claimed therein.


**Executed as a Deed on 5 January 2005**

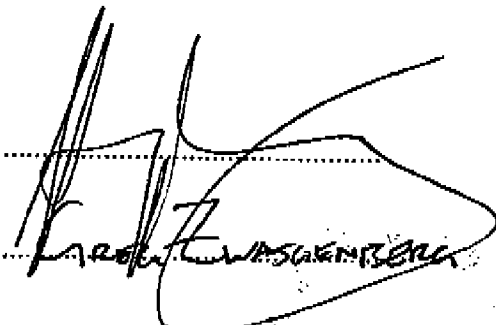
**EXECUTED by APEEL PTY LTD**

Signature:   
Name: Paul Miller  
Director

Signature:   
Name: Fred Zwasenberg  
Director

**EXECUTED by GLOBAL APEEL LIMITED**

Signature:   
Name: Paul Miller  
Director

Signature:   
Name: Fred Zwasenberg  
Director