

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GMCA PTY LTD	10/30/2008

RECEIVING PARTY DATA

Name:	GMC WORLDWIDE PTY LTD
Street Address:	182 VICTORIA PARADE, EAST MELBOURNE
Internal Address:	C/-CARRINGTON MYERS, SUITE 1A, GROUND FLOOR
City:	VICTORIA
State/Country:	AUSTRALIA

PROPERTY NUMBERS Total: 45

Property Type	Number
Application Number:	11997939
Patent Number:	D598261
Patent Number:	D574686
Patent Number:	D566492
Patent Number:	7328514
Patent Number:	D552953
Patent Number:	D548557
Patent Number:	D547338
Patent Number:	D544324
Patent Number:	D539626
Patent Number:	D539108
Patent Number:	D538615
Patent Number:	D535670
Patent Number:	D534407
Patent Number:	D533420

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Patent Number:	D532665
Patent Number:	D532663
Patent Number:	D532430
Patent Number:	D531767
Patent Number:	D531195
Patent Number:	D530579
Patent Number:	D530173
Patent Number:	D528390
Patent Number:	D525843
Patent Number:	D525789
Patent Number:	D525503
Patent Number:	D524129
Patent Number:	7069967
Patent Number:	D522336
Patent Number:	D522832
Patent Number:	D522334
Patent Number:	D521838
Patent Number:	D521836
Patent Number:	D520318
Patent Number:	D520033
Patent Number:	D519806
Patent Number:	D518495
Patent Number:	D517805
Patent Number:	D511782
Patent Number:	D510246
Patent Number:	D509721
Patent Number:	D505851
Patent Number:	D503601
Patent Number:	D555449
Patent Number:	7284335

CORRESPONDENCE DATA

Fax Number: (515)288-1338

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 515-288-3667

Email: patatty@ipmvs.com

Correspondent Name: McKee, Voorhees & Sease, PLC
Address Line 1: 801 Grand Avenue
Address Line 2: Suite 3200
Address Line 4: Des Moines, IOWA 50309-2721

NAME OF SUBMITTER:

EDMUND J. SEASE

Total Attachments: 9

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ASSIGNMENT

WHEREAS **GMCA PTY LTD** a corporation created and existing under the laws of Australia, doing business at C/- Carrington Myers, Suite 1A, Ground Floor, 182 Victoria Parade, East Melbourne, Victoria, Australia (hereinafter called **ASSIGNOR**) is the sole and exclusive owner of the following patent applications and/or patents:

Patent Application No
20050037699, 20050060896, 20050093252, 20050230235, 20050241100, 20060096103, 20060156568, 20060191693, 20060207683, 20070084066, 20080211154, WO2007/128989, 12/154470, 11/363721, 10/665577, 11/173248, 11/793730, 11/804727, D29/272877, D29/272874, D29/321131, D29/326703, D29/246670, D29/246686, D29/246685, D29/317329.
Patent No
D574,686, D566,492, 7328514, D555,449, 7,284,335, D552,953, D548,557, D547,338, D545,156, D544,324, D540,643, D539,626, D539,625, 7,198,442, D539,108, D538,615, D535,861, D535,670, D534,407, D533,758, D533,420, D532,665, D532,663, D532,430, D531,767, D531,195, D530,579, D530,173, D528,390, D526,782, D525,843, D525,789, D525,503, D524,129, 7,069,967, D522,832, D522,336, D522,334, D521,838, D521,836, D520,318, D520,033, D519,806, D518,495, D517,805, D511,782, D510,246, D509,721, D505,851, D505,549, 6691418, 6896454, D503601,

WHEREAS **GMC WORLDWIDE PTY LTD** a corporation created and existing under the laws of Australia doing business at C/- Carrington Myers, Suite 1A, Ground Floor, 182 Victoria Parade, East Melbourne, Victoria, Australia (hereinafter referred to as **ASSIGNEE**) is desirous of acquiring the entire right, title and interest in and to the aforementioned inventions and in, to and under any and all Letters Patent of the United States:

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of One (\$1.00) Dollar and other good

and valuable consideration, the receipt of which is hereby acknowledged. ASSIGNOR, the said owner, has sold, assigned,, transferred and set over and does hereby sell assign transfer and set over to said ASSIGNEE the said inventions and application and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions and any and all reissues of said Letters Patent, including the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said ASSIGNEE for its own use and behoof and for the use and behoof of its successors, assigns or other legal representative to the end of the term or terms for which said Letters Patent of the United States territories are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made.

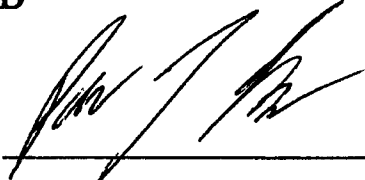
ASSIGNOR further covenants and agrees that it will at any time upon request at the expense of said ASSIGNEE execute and deliver any and all papers that may be necessary or desirable to perfect the title to said inventions and to said Letters Patent as may be granted therefore in said ASSIGNEE, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reissue of such Letters patent or to file a disclaimer relating thereto it will upon request sign all papers make all rightful oaths and do all acts requisite for the filing of such divisional or continuing applications, or such application for reissue and procuring thereof and for the filing of such disclaimers without further compensation but at the expense of said ASSIGNEE its successors or other legal representatives.

ASSIGNOR does further covenant and agree, that it will at any time upon request communicate to said ASSIGNEE its successor assign or other legal representatives at ASSIGNEE's

expense such facts relating to said inventions and Letters Patent or the history hereof as may be known to it and testify as to the same in any interference or other litigation when requested to do so.


IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of October 2008

GMCA PTY LTD
(ASSIGNOR)

Signature: 

Printed Name: PETER JOHN HOSKING

Title: DIRECTOR

WE HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL DOCUMENT

SALEY WALSH & Co. LLP

GMCA PTY LTD
ACN 086 230 086

and

GMC WORLDWIDE PTY LTD
ACN 077 791 872

**Deed of Assignment
of Patents**

KAHNS
LAWYERS

Parkview, Level 9, 341 Queen Street, Melbourne, Vic 3000
PO Box 13226, Law Courts PO, Melbourne, Vic 8010
Telephone +61 (3) 9642 1833 Facsimile +61 (3) 9642 0018
ABN 78 629 427 810
Ref: 08/0051

THIS DEED dated

30 October

2008

BETWEEN:

GMCA PTY LTD ACN 086 230 668

of C/- Carrington Myers, Suite 1A, Ground Floor,
182 Victoria Parade, East Melbourne, Victoria, Australia

("Assignor")

AND

GMC WORLDWIDE PTY LTD ACN 077 791 872

of C/- Carrington Myers, Suite 1A, Ground Floor,
182 Victoria Parade, East Melbourne, Victoria, Australia

("Assignee")

RECITALS

- A. The Assignor is the proprietor of the Patents, which are the subject of patent applications and registrations in United States, the details of which are set out in the attached Schedule.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee agreed to take an assignment from the Assignor of, each of the Patents.
- C. The parties have agreed to confirm the assignment of the Patents by executing this Deed.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

"**Business Day**" means Monday to Friday excluding national public holidays.

"**Clause**" means a clause in this Deed.

"**Deed**" means this document and includes any schedules and annexures.

"**Patents**" means the patents including patent applications listed and referred to in the Schedule.

"**Schedule**" means any schedule to this Agreement.

1.2 Interpretation

In this Deed unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations and bodies politic;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) an obligation incurred by two or more parties shall be enforceable against them jointly and severally;
- (f) the Clause headings or sub-headings shall not be deemed to be part of this Deed and shall not be used in its interpretation or construction; and
- (g) unless otherwise stated, all prices in this Deed are in Australian dollars.

2. ASSIGNMENT

The Assignor assigns, and transfers over absolutely to the Assignee all of the Assignor's rights in and to each of the Patents, together with any and all rights the Assignor may have in those Patents anywhere in the world. The assignment includes the right to sue for any past infringements of the Patents.

3. ASSIGNEE MAY TRANSFER RIGHTS

The parties agree that the Assignee may assign the benefit of this document to a third party without the Assignor's consent.

4. NOTICES

Any demand notice or document under this Deed may be made or given by an officer of a party or a solicitor of a party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed to the party to be served at his address as shown in this Deed and in the case of service by post shall be deemed served on the second business day after posting and in the case of service by facsimile transmission shall be deemed served on the date received by the addressee.

5. GENERAL

5.1 Transfer Fees

The Assignee agrees to pay all transfer, documentary and any other fees associated with registration or filing of this Deed of any ancillary document evidencing the assignment of the Patents.

5.2 Legal Costs

Subject to any express provision in this document to the contrary, each party agrees to pay its own legal costs and expenses relating to this document.

5.3 Amendment

This document may only be amended or replaced by a document duly executed by the parties.

5.4 Waiver and Exercise of Rights

- (a) A single or partial exercise or waiver of a right relating to this document will prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of right.

5.5 Rights Cumulative

The rights of a party under this document are cumulative and are in addition to any other rights of that party, subject to any express provision in this document to the contrary.

5.6 Further Assurance

Each party must promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this document and any transaction contemplated by it.

5.7 Governing Law and Jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws in force in Victoria.
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

5.8 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

5.9 Effect of Execution

This document is not binding on any party unless it or a counterpart has been duly executed by, or on behalf of, each person named as a party to the document.

5.10 Entire Understanding

- (a) This document embodies the entire understanding and agreement between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this document are merged in and superseded by this document and are of no force or effect whatever and no party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document, or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

5.11 Severance

Each provision of this document is severable from the others and the severance of a provision does not affect any other provision.

SCHEDULE

PATENTS

Patent Application No
20050037699, 20050060896, 20050093252, 20050230235, 20050241100, 20060096103, 20060156568, 20060191693, 20060207683, 20070084066, 20080211154, WO2007/128989, 12/154470, 11/363721, 10/665577, 11/173248, 11/793730, 11/804727, D29/272877, D29/272874, D29/321131, D29/326703, D29/246670, D29/246686, D29/246685, D29/317329.
Patent No
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