

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
I.N.C. Corporation Pty Ltd	07/10/2010
<b>RECEIVING PARTY DATA</b>	
Name:	EMAN8 PTY LTD
Street Address:	63-79 South Park Drive
City:	Dandenong South
State/Country:	AUSTRALIA
Postal Code:	3175
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Application Number:	12169495
Patent Number:	7749595
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(206)682-6031
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-622-4900
Email:	ColleenM@SeedIP.com
Correspondent Name:	Karl L. Klassen
Address Line 1:	701 Fifth Avenue
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Address Line 4:	Seattle, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	480206.401C1/401D1
NAME OF SUBMITTER:	Karl L. Klassen
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**PATENT**  
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**I.N.C CORPORATION PTY LTD**

**AND**

**EMAN8 PTY LTD**

**AND**

**I.N.C HOLDINGS PTY LTD**

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

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**Fax: +61 3 9254 2880**

**Ref: RMD:TDC:2010206**

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

THIS DEED is made on

10 July 2010

30 AUG 2010  
2010  
30 AUGUST  
2010

**BETWEEN:** **I.N.C CORPORATION PTY LTD (ACN 005 302 250)** of 63-79  
South Park Drive, Dandenong South, Victoria 3175, Australia  
(Assignor)

**AND:** **EMAN8 PTY LTD (ACN 009 134 169)** of 63-79 South Park Drive,  
Dandenong South, Victoria 3175, Australia  
(Assignee)

**AND:** **I.N.C HOLDINGS PTY LTD (ACN 109 584 670)** of 63-79 South  
Park Drive, Dandenong South, Victoria 3175, Australia  
(INC Holdings)

**RECITALS:**

- A. The Assignee has requested and the Assignor has agreed to assign to the Assignee, all its right, title and interest in the Patents, Applications and Trade Marks on the terms and conditions of this Deed.
- B. The Assignor wishes to acquire, and the Assignee has agreed to license to the Assignor, the right to use the Trade Marks and exploit the Patents and any patents issuing on the Applications or Corresponding Applications on the terms and conditions set out in this Deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

*Applications* means each patent application listed in Schedule 1.

***Associated Entity*** has the meaning given to it in the *Corporations Act 2001* (Cth).

***Ceased Patents*** means those patents listed in Schedule 1 which were registered but have since ceased.

***Corresponding Application*** means an application for a patent made in respect of an invention described in an Application and includes an application for a patent which claims the same priority date as an Application or is a refiling of an Application, a divisional application, a continuation or a continuation in part or an application made under the Patent Cooperation Treaty, including any national or regional phase entry resulting from an Application.

***Invention*** means the invention(s) described in a Patent or Application.

***Other Rights*** means any of the following rights the Assignor may have in relation to the Inventions, to the extent any such rights are assignable at law:

- (a) rights under section 24 of the *Patents Act* 1990 or any corresponding provision under any other legislation in Australia and any country providing for a grace period; and
- (b) rights under section 114 of the *Patents Act* 1990 and any corresponding provision under any other legislation in Australia or any other country providing for prior use rights.

***Patent*** means each patent set out in Schedule 1 and each patent issuing on an Application or a Corresponding Application.

***Related Body Corporate*** has the meaning given to it in the *Corporations Act 2001* (Cth).

***Trade Marks*** means the trade marks and trade mark applications set out in Schedule 2 of which the Assignor is the registered owner or applicant under the *Trade Marks Act* 1995 (Cth) and equivalent Acts in other jurisdictions.

## 1.2 Interpretation

In this Agreement, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;

- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression *person* includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any *party* to this Agreement will include the party's legal successor (including executors and administrators) and permitted assigns;
- (h) references to any document or agreement will be taken to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (i) all Schedules of, and Annexures to, this Agreement form part of this Agreement.

## **2. EFFECT OF THIS DEED**

The parties acknowledge that the clauses in this Deed will take effect in the sequential order in which they appear.

## **3. ASSIGNMENT**

The Assignor, as the legal and beneficial owner, assigns to the Assignee absolutely all its right, title and interest whatsoever and wherever subsisting in the world in:

- (a) each Application, including the right to be named as applicant in the Application;
- (b) all Corresponding Applications;
- (c) each Invention, including the right to apply for patent protection in respect of each Invention in its own name or in the name of an employee or employees of the Assignor who created the Invention;

- (d) the right to claim priority from each Application;
- (e) the Patents;
- (f) the Other Rights;
- (g) the Trade Marks, including any and all benefit which may be obtained from registration of any Trade Marks in any part of the world; and
- (h) the right to sue for infringement of any Trade Mark, Patent, Ceased Patent or patent issuing on an Application or Corresponding Application, or any rights assigned and any other accrued causes of action occurring prior to the date of this Deed,

with the intention that all Patents, extensions, reissues and re-examinations of, and patents of addition to, Patents shall issue in the name of the Assignee absolutely (together, the **Assigned Rights**).

#### **4. AUTHORISED USE OF TRADE MARKS**

4.1 The Assignee hereby grants the Assignor an exclusive licence to use the Trade Marks in connection with the goods and services for which they are registered on the terms and conditions set out in this Deed.

4.2 The Assignee authorises the Assignor to:

- (a) do any and all of the acts specified in section 26(1) of the *Trade Marks Act 1995* (Cth);
- (b) do any and all of the acts specified in sections 102, 103 and 141 of the *Trade Marks Act 2002* (New Zealand); and
- (c) do any of the corresponding acts in other countries given to a licensee of a trade mark.

4.3 The Assignee hereby appoints INC Holdings, and INC Holdings hereby accepts such appointment, as its agent solely for the purpose of exercising financial control in respect of the Assignor's use of the Trade Marks.

- 4.4 The Assignor acknowledges that it may only use the Trade Marks under the control of the Assignee and its agents, and must comply with all reasonable directions of the Assignee or its agent in relation to the use of the Trade Marks including, but not limited to, the manner and style of use and depiction of the Trade Marks.

**5. PATENT LICENCE**

The Assignee hereby grants the Assignor an exclusive, royalty-free licence to exploit:

- (a) the Patents; and
  - (b) any patents issuing on each Application or Corresponding Application,
- throughout their respective patent areas.

**6. FUTURE INVENTIONS AND IMPROVEMENTS**

- 6.1 The Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to any and all inventions (**Employee Inventions**) which may be created by an employee or employees of the Assignor (**Inventors**) in the future and to which the Assignor is entitled to all right, title and interest in respect of the Employee Inventions pursuant to the terms of the Inventors' employment with the Assignor or otherwise, including the right to:

- (a) be named as applicant in any patent application in respect of the Invention;
- (b) apply for make a patent application in respect of the Invention in the name of the Inventors;
- (c) claim priority from any patent application in respect of the Invention; and
- (d) the right to sue for infringement of any patent issuing in respect of, or any rights assigned and any other accrued causes of action occurring prior to the date of this Deed,

until such time as INC Holdings, or a Related Body Corporate or Associated Entity of INC Holdings or any combination of them, ceases to own all shares in the Assignor or the business and assets of the Assignor are otherwise acquired by a third party.



- 6.2 For the avoidance of doubt, the parties acknowledge and agree that the Assignee will not need to execute any documents or do anything further to establish its entitlement to the rights assigned in this clause 6.

**7. WARRANTIES IN RELATION TO RIGHTS ASSIGNED**

The Assignor warrants to the Assignee that:

- (a) were it not for the assignments effected by this Deed, the Assignor would be the absolute and unencumbered legal and beneficial owner of all rights in the Assigned Rights;
- (b) it has not granted or assigned (or agreed to grant or assign) and will not purport to grant or assign or agree to grant or assign, any rights of any nature in any of the Assigned Rights to any third party whatsoever; and
- (c) it has not granted or agreed to grant, and will not purport to grant or agree to grant, any licence to any of the Assigned Rights.

**8. TERMINATION OF RIGHTS GRANTED**

The Assignee may revoke any or all of the rights granted to the Assignor pursuant to clauses 4 and 5 of this Deed immediately without cause by giving notice of such revocation to the Assignor.

**9. FURTHER ASSURANCES**

The Assignor undertakes at its expense and upon request of the Assignee to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the benefit of any of the Assigned Rights.

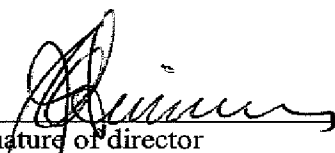
**10. GENERAL**

- (a) No variation of this Assignment will be of any force or effect unless it is in writing and signed by the parties to this document.
- (b) This Assignment is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.


- (c) Each party will bear its own costs of and incidental to the preparation of this Assignment and the matters referred to in the Recitals.
- (d) This Assignment will be binding on, and enure for the benefit on each of the parties and their respective successors in title and permitted assigns.
- (e) This Assignment may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**EXECUTED AS A DEED**

**SIGNED** for and on behalf of **LN.C** )  
**CORPORATION PTY LTD (ACN 005 302 250)** in )  
accordance with section 127 of the *Corporations Act* )  
*2001 (Cth):* )

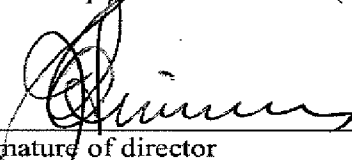
  
Signature of director  
10/7/10 (Date)

JOHN SIMMONS  
Print name


  
Signature of director/secretary  
10/7/2010 (Date)

MICHAEL COATES  
Print name

**SIGNED** for and on behalf of **EMANS PTY LTD** )  
**(ACN 009 134 169)** in accordance with section 127 )  
of the *Corporations Act 2001 (Cth):* )

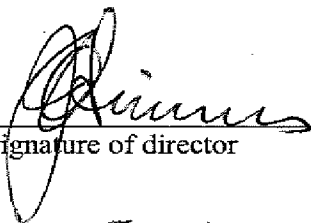
  
Signature of director  
10/7/10 (Date)


JOHN SIMMONS  
Print name

  
Signature of director/secretary  
10/7/2010 (Date)



MICHAEL COATES  
Print name

SIGNED for and on behalf of INC HOLDINGS )  
PTY LTD (ACN 109 584 670) in accordance with )  
section 127 of the Corporations Act 2001 (Cth): )

  
Signature of director

 30 AUG 2010  
10/7/10  
(Date)

JOHN SIMMONS  
Print name

 30 AUG 2010  
 30 AUG 2010  
MW Lealos 10-7-2010  
Signature of director/secretary (Date)

MICHAEL COATES  
Print name

**SCHEDULE I**  
**Patents, Applications and Ceased Patents**

Invention Title	Country	Application/ Patent No	Prov No.-*	Filing Date	Priority Date
A pinnable acoustic panel	Australia	48754/00 / 782550	PQ1748/99	21-Jul-2000	21-Jul-1999
A thermoformable acoustic sheet	Patent Co-operation Treaty	PCT/AU01/00880	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	Australia	2001272222	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	Australia	2003100331 / 2003100331	PQ8830/00	7-May-2003	19-Jul-2000
A thermoformable acoustic sheet and thermoformed acoustic article	Australia	2006101033 / 2006101033	PQ8830/00	8-Dec-2006	19-Jul-2000
A thermoformed acoustic article	Australia	2006101034 / 2006101034	PQ8830/00	8-Dec-2006	19-Jul-2000
A motor vehicle including a thermoformed acoustic article	Australia	2006101035 / 2006101035	PQ8830/00	8-Dec-2006	19-Jul-2000
Thermoformed acoustic articles	Australia	2006101037 / 2006101037	PQ8830/00	8-Dec-2006	19-Jul-2000
A thermoformable acoustic sheet and	Australia	2006101040 / 2006101040	PQ8830/00	8-Dec-2006	19-Jul-2000

Invention Title	Country	Application/ Patent No	Prov No.**	Filing Date	Priority Date
thermoformed acoustic article					
A thermoformable acoustic sheet	Australia	2006101041 / 2006101041	PQ8830/00	8-Dec-2006	19-Jul-2000
A thermoformable acoustic sheet	Australia	2007100274 / 2007100274	PQ8830/00	5-Apr-2007	19-Jul-2000
A thermoformable acoustic sheet	Australia	2007202503	PQ8830/00	31-May-2007	19-Jul-2000
A thermoformable acoustic sheet	Europe	01951239.1	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	Republic of Korea (South)	10-2003-7000833 / 0897319	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	Republic of Korea (South)	10-2008-7030574 / 0938190	PQ8830/00	15-Dec-2008	19-Jul-2000
A thermoformable acoustic sheet	United States of America	10/333,385 / 7,226,656	PQ8830/00	31-Oct-2006	19-Jul-2000
A thermoformable acoustic sheet	Japan	2002-514711	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	United States of America	11/786,463	PQ8830/00	10-Apr-2007	19-Jul-2000
A thermoformable acoustic sheet	United States of America	12/169,495	PQ8830/00	8-July-2008	19-Jul-2000
Thermoformable acoustic product	Patent Co-operation	PCT/AU2005/000239	2004900927	25-Feb-2005	25-Feb-2004

Invention Title	Country	Application/ Patent No	Prov No.-+	Filing Date	Priority Date
	Treaty				
Thermoflexible acoustic product	Australia	2005203796	2004900927	24-Aug-2005	25-Feb-2004
Thermoflexible acoustic product	Europe	05706276.2	2004900927	25-Feb-2005	25-Feb-2004
Thermoflexible acoustic product	Japan	2007-500003	2004900927	25-Feb-2005	25-Feb-2004
Thermoflexible acoustic product	Republic of Korea (South)	10-2006-7019539	2004900927	25-Feb-2005	25-Feb-2004
Thermoflexible acoustic product	United States of America	11/210,462	2004900927	31-Oct-2006	25-Feb-2004
In tyre sound absorber	Patent Co-operation Treaty	PCT/AU2006/001620	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	Australia	2006308784	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	Canada	2627723	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	Europe	06804448.6	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	Japan	2008-538226	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	United States of America	12/084354		31-Oct-2006	31-Oct-2005

Invention Title	Country	Application/ Patent No	Prov No. --	Filing Date	Priority Date
In tyre sound absorber	Republic of Korea (South)	10-2008-7013327	2005906023	31-Oct-2006	31-Oct-2005
Faced injection moulded component	Australia	2006101043 / 2006101043		12-Dec-2006	12-Dec-2006
Sound absorption material and method of manufacturing sound absorption material	United States of America	61/055,741	61/055741	23-May-2008	23-May-2008
Sound absorption material and method of manufacturing sound absorption material	PCT	PCT/AU2008/001812	61/055741	9-Dec-2008	23-May-2008
Tape material and roll comprising pressure sensitive adhesive	United States of America	61/106,113	61/106113	16-Oct-2008	16-Oct-2008
Composite sound absorber	United States of America	61/106,488	61/106488	17-Oct-2008	17-Oct-2008
Composite sound absorber	PCT	PCT/AU2009/001363	61/106113 / 61/106488	16-Oct-2009	16-Oct-2008

Invention Title	Country	Application/ Patent No	Prov No. --	Filing Date	Priority Date
Tape material and roll comprising pressure sensitive adhesive	PCT	PCT/AU2009/001365	61/106113 / 61/106488	16-Oct-2009	16-Oct-2008
Nonwoven textile made from short fibres	United States of America	61/119,945	61/119945	4-Dec-2008	4-Dec-2008
Nonwoven textile made from short fibers	PCT	PCT/AU2009/001584	61/119945	04-Dec-2009	04-Dec-2008
Fiber Distribution Apparatus	United States of America	61/359,764		29-Jun-2010	29-Jun-2010



# SCHEDULE 2

## Trade Marks

Trade Mark	Country	Application/ Registration No	Filing Date	Priority Date	Class
DECIBAR	Australia	361205 / 361205	05-Jun-1981		Class 17
DECI-BAR	Australia	630742 / 630742	27-May-1994		Class 17
DECI-BAR	Australia	630743 / 670743	27-May-1994		Class 19
DECI-FLEX	Australia	630745 / 630745	27-May-1994		Class 17
DECI-FLEX	Australia	630747 / 630747	27-May-1994		Class 19
DECI-DAMP	Australia	630751 / 630751	27-May-1994		Class 17
DECI-DAMP	Australia	630752 / 630752	27-May-1994		Class 19
DECI-FOAM	Australia	630755 / 630755	27-May-1994		Class 17
DECI-FOAM	Australia	630756 / 630756	27-May-1994		Class 19
DECI-TEX	Australia	630757 / 630757	27-May-1994		Class 17
DECI-TEX	Australia	630758 / 630758	27-May-1994		Class 19
AEROTEX	Australia	638397 / 638397	22-Aug-1994		Class 24
DECI	Australia	659640 / 659640	26-Apr-1995		Class 17

RADICAL	Australia	808417 / 808417	27-Sep-1999		Class 1
RADICAL	Australia	944371 / 944371	19-Feb-2003		Class 17
DECI-TEX	Canada	1309476 / 711785	18-Jul-2006		Class 17
RADICAL	European Community	001458660 / 001458660	06-Jan-2000	27-Sep-1999	Class 1
DECIBAR	Hong Kong	8015/95 / 08567/1998	29-Jun-1995		Class 17
RADICAL	Hong Kong	484/2000 / B7307/2001	11-Jan-2000	27-Sep-1999	Class 1
DECI-TEX	Japan	2006-358456	18-Jul-2006		Class 17
DECI-TEX	Madrid Union	898168 / 898168	18-Jul-2006		Class 17
RADICAL	Malaysia	2000/00439 / 00000439	18-Jan-2000	27-Sep-1999	Class 1
DECIBAR DECI-	Malaysia	95/05930 / 95005930	21-Jun-1995		Class 17
DECI	New Zealand	249475 / 249475	25-May-1995		Class 17
DECIBAR	Taiwan	84/34474 / 700659	11-Jul-1995		Class 17
RADICAL	Thailand	412613 / KOR128098	28-Feb-2000	27-Sep-1999	Class 1
DECIBAR	United Kingdom	2024405 / 2024405	20-Jun-1995	05-Jun-1981	Class 17
RADICAL	United States of America	75/906684 / 2519359	31-Jan-2000	27-Sep-1999	Class 1
DECI-TEX	United States of America	79/028768 / 3252076	18-Jul-2006		Class 17

PATENT

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