

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Joe Villella	05/22/2009
RECEIVING PARTY DATA	
Name:	FANAWAY TECHNOLOGY HONG KONG LTD
Street Address:	Hopewell Centre, 183 Queen's Road East
Internal Address:	Room 2501
City:	HONG KONG
State/Country:	CHINA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11995585
CORRESPONDENCE DATA	
Fax Number:	(248)358-3351
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-358-4400
Email:	dgreig@brookskushman.com
Correspondent Name:	Brooks Kushman P.C.
Address Line 1:	1000 Town Center, Twenty-Second Floor
Address Line 4:	Southfield, MICHIGAN 48075
ATTORNEY DOCKET NUMBER:	DACC0111PUSA
NAME OF SUBMITTER:	John E. Nemazi
Total Attachments: 12 source=assignment_DACC0111PUSA#page1.tif source=assignment_DACC0111PUSA#page2.tif source=assignment_DACC0111PUSA#page3.tif source=assignment_DACC0111PUSA#page4.tif source=assignment_DACC0111PUSA#page5.tif	

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RETRACTIVE PTY LTD

ACN 118 674 230

JOE VILLELLA

"Assignors"

FANAWAY TECHNOLOGY HONG KONG LTD

Company Number 1258346

"Assignee"

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

herbertgeer

Level 12/77 King Street Sydney NSW 2000 Australia

Telephone +612 9239 4524

Facsimile +612 9239 4555

Reference GAH: 1329274

Graeme Hodgkinson

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DEED OF ASSIGNMENT

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THIS DEED OF ASSIGNMENT is made the 22nd day of May 2009.

BETWEEN **RETRACTIVE PTY LTD** (ACN 118 674 230) of 3 Dawes Court, Mill Park, Victoria 3082

AND **JOE VILLELLA** of 3 Dawes Court, Mill Park, Victoria 3082
(collectively, the **Assignors**)

AND **FANAWAY TECHNOLOGY HONG KONG LTD** (Company Number 1258346) of Room 2501, Hopewell Centre, 183 Queen's Road East, Hong Kong
(the **Assignee**)

ON THE BASIS THAT:

- A. The Assignors collectively own the Assigned Intellectual Property.
- B. The Assignors have each agreed to assign to the Assignee their respective title, right and interest in the Assigned Intellectual Property on the terms and conditions set out in this Deed.

AND THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Assignment Date means the date of this Deed.

Assigned Intellectual Property means all Intellectual Property Rights in or attaching to the Product, including without limitation:
(a) the Patents;
(b) the Designs;
(c) the Trade Marks;
(d) the Assignor's Information; and
(e) copyright

Assignor's Information	means any information in relation to or connected with the Product belonging or relating to any of the Assignors whether oral, graphic, electronic, written or in any other form, that is in fact, or should reasonably be regarded as, confidential to any of the Assignors including for example any information which is potentially commercially valuable, any information regarding any trade secrets, intellectual property (including know-how), discoveries, source codes, products, designs, drawings, artwork, processes, procedures or methods and information relating to marketing, distribution, retailing or business or financial affairs
Deed	means this Deed of Assignment
Designs	means the designs set out in Item 2 of the Schedule
Encumbrance	means any mortgage, charge, pledge, lien, lease, licence, sales agreement, covenant, hire purchase agreement, option and any other security, restriction or interest whatsoever
Intellectual Property Rights	means all common law, statutory and other proprietary rights (including rights to require information be kept confidential), whether registered or not or capable of registration or not, and including all applications and the right to apply for any registrations in respect of inventions, copyright, trade marks, designs, patents, plant breeder's rights, circuit layouts, know-how, trade secrets and all other rights as defined by Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 and all renewals and extensions of such rights
Patents	means the patents set out in Item 1 of the Schedule
Product	means all fans and light fittings and any developments, modifications or improvements of the same
Territory	means the World
Trade Marks	means the trade marks set out in Item 3 of the Schedule

1.2 Interpretation

In this Deed unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity, and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;

- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (f) an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally;
- (g) all warranties contained in this Deed shall during the term of this Deed have the force and effect of conditions and shall remain of full force and effect notwithstanding the completion of this Deed.

1.3 **Headings**

Headings are inserted for convenience only and do not affect the interpretation of this Deed.

2. **ASSIGNMENT**

2.1 **Assignment of Intellectual Property**

The Assignors, as legal and beneficial owners, hereby irrevocably assign (by way of both present and future assignment) to the Assignee with effect from the Assignment Date in respect of the Territory:

- (a) all their right, title and interest in and attaching to the Assigned Intellectual Property ; and
- (b) their right to sue for and recover damages and other relief in relation to any infringement of the Assigned Intellectual Property assigned pursuant to **clause 2.1(a)**, including in respect of any infringements committed prior to the date of this Deed.

2.2 **Ownership of Intellectual Property Following the Assignment Date**

The parties agree that following the Assignment Date, the Assignee will own all right, title and interest in and attaching to the Assigned Intellectual Property. For the avoidance of doubt, the Assignors shall not be entitled to use or exploit the Assigned Intellectual Property in any manner, form or media after the date of this Deed.

3. **ASSIGNORS' WARRANTIES**

3.1 Each of the Assignors hereby warrants and undertakes to the Assignee that:

- (a) collectively, the Assigned Intellectual Property is legally and beneficially owned by the Assignors free from any Encumbrance and is valid and enforceable in the Territory;

- (b) the Assigned Intellectual Property constitutes all of the Intellectual Property Rights subsisting in or attaching to the Product;
- (c) the Assignors each have the right to assign the Assigned Intellectual Property on the terms of this Deed;
- (d) the Assigned Intellectual Property is assigned and will vest in the Assignee on the Assignment Date free from any Encumbrance;
- (e) the Assignors will do all such acts and execute all such documents as may be necessary to fully assign the entire Assigned Intellectual Property and have the Assignee duly recorded as the owner of the Assigned Intellectual Property on the relevant registers;
- (f) the Assignors are not aware of any potential legal proceedings or any threat of such proceedings or any other potential claim by any third party alleging that the Assigned Intellectual Property infringes the rights of any third party;
- (g) the Assignors are not aware of any acts of third parties that would infringe, or have the capacity to infringe, any of the Assigned Intellectual Property;
- (h) the use and/or exploitation of the Assigned Intellectual Property in whatever manner, form or media by the Assignee do not and will not infringe the rights of, or breach any confidential obligations to, any third party or in any way constitute an unauthorized use of trade secret or otherwise contravene any applicable laws or regulations; and
- (i) will not in the Territory, either on their own account or in conjunction with or on behalf of any person, firm or company, without the Assignee's consent or license, directly or indirectly use, or attempt to use, the Assigned Intellectual Property or solicit or entice away or attempt to solicit or entice away from the Assignee any business or customer in relation to the Assigned Intellectual Property.

4. MORAL RIGHTS

The Assignors waive in favour of the Assignee all moral rights and give consents to any use or exploitation of the Assigned Intellectual Property which might otherwise constitute an infringement of a moral right of the Assignors, including without limitation, not attributing the Assignors' authorship, modifying or updating the copyright works or incorporating the design in new products or materials.

5. INDEMNITY

5.1 Indemnity

Each of the Assignors hereby undertakes to indemnify and keep indemnified the Assignee against any and all claims, demands, losses, damages, expenses and costs (including legal fees on a solicitor client basis) that the Assignee incurs or may

incur as a result of a breach by the Assignor of the Assignor's obligations or warranties in this Deed.

6. MISCELLANEOUS

6.1 Costs and Stamp Duty

Each of the parties to this Deed shall be responsible for its own costs and expenses of and in connection with the negotiation, preparation, execution, registration and completion of this Deed and of any document contemplated by this Deed.

6.2 Further Acts

Each of the parties will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Deed.

6.3 Entire Understanding

This Deed supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this Deed and sets forth the entire and exclusive agreement and understanding between the parties relating to the subject matter of this Deed.

6.4 Successors and Assigns

This Deed shall enure to the benefit of and be binding upon each of the parties and their respective successors and authorised assigns.

6.5 No Waiver or Variation

A provision of or a right created under this Deed may not be waived or varied except in writing signed by the party or parties to be bound by the waiver or variation.

6.6 Severance

If any provision of this Deed is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Deed to the intent that the invalid or unenforceable provision will be treated as severed from this Deed.

6.7 Counterparts

This Deed may consist of a number of counterparts, each of which when executed shall be an original and all the counterparts together shall constitute one and the same instrument.

6.8 Provisions Survive Completion

Each provision of this Deed capable of having effect after completion and each representation and warranty made in this Deed shall survive the execution, delivery

and completion of this Deed and the performance of all obligations under this Deed and shall not merge on completion.

6.9 **Recitals**

The parties acknowledge that the Recitals are true and correct and shall form part of this Deed.

7. **GOVERNING LAW AND JURISDICTION**

- 7.1 This Deed shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria, Australia.
- 7.2 Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

EXECUTED as a Deed.

EXECUTED by **RETRACTIVE PTY LTD**)
 (ACN 118 674 230) in accordance with)
 Section 127(1) of the Corporations Act 2001)
 (Cth) in the presence of:)

Signature of Joe Vilella
 Director.....

Print name JOE VILLELLA

Signature of Joe Vilella
 Director/Secretary.....

Print name JOE VILLELLA

SEALED with the Common Seal of)
FANAWAY TECHNOLOGY HONG KONG)
LIMITED (company number 1258346) and)
 signed by ian Robinson, a)
 director, with the authority of the Board of)
 Directors in the presence of:)

Witness Mandy

Title: Personal Assistant

Dated: 16th April 2009



Signed, sealed and delivered by **JOE**)
VILLELLA (Passport No. M7034099))
 in the presence of:)

Witness Name: Mandy Cinar

Title: Personal Assistant

Dated: 16th April 2009



SCHEDULE

Item 1 - Patents

Patent	Country	Number	International Filing date	(Earliest) Priority Date
Combined Light Fitting and Ceiling Fan	Countries under PCT Agreement	International (PCT) Patent Application No. PCT/AU2008/001874	19 December 2008	1 October 2008
Combined Light Fitting and Ceiling Fan	Countries under PCT Agreement	International (PCT) Patent Application No. PCT/AU2006/000981	13 July 2006	13 July 2005
Combined Light Fitting and Ceiling Fan	Europe	06752689.7	13 July 2006	13 July 2005
Combined Light Fitting and Ceiling Fan	Japan	2008-520677	13 July 2006	13 July 2005
Combined Light Fitting and Ceiling Fan	China	200680032396.1	13 July 2006	13 July 2005
Combined Light Fitting and Ceiling Fan	Australia	2006269825	13 July 2006	13 July 2005
Combined Light Fitting and Ceiling Fan	Singapore	200800237-0	13 July 2006	13 July 2005
Combined Light Fitting and Ceiling Fan	USA	11/995,585	13 July 2006	13 July 2005
Combined Light Fitting and Ceiling Fan	Hong Kong	09101782.1	13 July 2006	13 July 2005
Combined Light Fitting and Ceiling Fan	Australia	2008905097*	1 October 2008	1 October 2009
Combined Light Fitting and Ceiling Fan	Australia	2008905201*	5 October 2008	5 October 2009

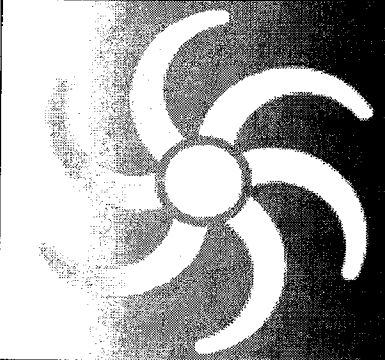
* = Provisional Application Number

Item 2 - Designs

Design	Country	Number	International Design Classification	Filing Date	Claimed Priority Date	Date Registered
Product: Fanaway - Retracting blade ceiling fan with light	Australia	Registration Number: 310383 Design number 200613447	26-05D; 23-04			4 August 2006

	USA	29/320,060		19 June 2008		
	Europe (EC)	001062764-0001 to 0002		18 December 2008	19 June 2008	
	Japan	2008-015682		19 June 2008		
	Japan	2008-015683		19 June 2008		

Item 3 - Trade Marks

Mark	Country	Number	Date
Word: FANAWAY	Australia	Registration Number: 1053090	29 April 2005
Word: FANAWAY in stylized font plus "4 blades device"	Australia	1256314	8 August 2008
Word: FANAWAY in stylized font	Australia	1256315	8 August 2008
"4 blades" device	Australia	1236316	8 August 2008
	Australia	Registration Number: 1113293	12 May 2006
Word: FANAWAY	Madrid Protocol International Registration. (Designated countries USA and China)	Registration number: 938100	4 September 2007
Word: FANAWAY	USA	79044032 (Designated under International Registration Number 938100)	4 September 2007
	USA	3508905 (Designated under International Registration Number 938100)	4 September 2007
Word: FANAWAY	China	Application number not available -	4 September 2007

		Designated under International Registration Number 938100	
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Herbert Geer
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