

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Mastersoft Research Pty. Ltd. | 06/02/2011 |
| RECEIVING PARTY DATA | |
| Name: | Mastersoft Group Pty. Ltd. |
| Street Address: | Unit 2, 278-284 Sussex Street |
| City: | Sydney |
| State/Country: | AUSTRALIA |
| Postal Code: | NSW |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 7523125 |
| CORRESPONDENCE DATA | |
| Fax Number: | (949)855-6371 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 949-855-1246 |
| Email: | elawson@stetinalaw.com |
| Correspondent Name: | Lowell Anderson |
| Address Line 1: | 75 Enterprise |
| Address Line 2: | Suite 250 |
| Address Line 4: | Aliso Viejo, CALIFORNIA 92656 |
| ATTORNEY DOCKET NUMBER: | WDUMR-022US |
| NAME OF SUBMITTER: | Lowell Anderson |
| Total Attachments: 11 source=Declaration of Trust#page1.tif source=Declaration of Trust#page2.tif source=Declaration of Trust#page3.tif source=Declaration of Trust#page4.tif | |

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DATED *1st June* 2011

MASTERSOFT GROUP PTY LTD

AND

MASTERGROUP TECHNOLOGY PTY LTD

DECLARATION OF TRUST

CHURCH & GRACE
Solicitors
Level 3
65 Martin Place
SYDNEY NSW 2000
DX 114 SYDNEY
Tel: (02) 9233 1155
Fax: (02) 9221 6771
Ref: JBA:110172

THIS DECLARATION OF TRUST is dated

hr June

2011

PARTIES:

MASTERSOFT GROUP PTY LTD (ACN 151 055 800) of Unit 2, 278-284 Sussex Street, Sydney, New South Wales ("*Trustee*", which expression includes the trustee for the time being of the trusts declared in this Deed); and

MASTERGROUP TECHNOLOGY PTY LTD *cf-* Haines Norton, Level 11, 1 York Street, Sydney, New South Wales (ACN 151 155 341) ("*Beneficiary*").

RECITALS:

- A. At the request of the Beneficiary the Trustee entered into a business sale agreement on or about the date of this Deed (a copy of which is annexed to this Deed) ("*Business Sale Agreement*").
- B. The whole of the purchase price paid for the Intellectual Property as defined in the Business Sale Agreement ("*Intellectual Property*") was paid by the Beneficiary.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DECLARATION OF TRUST

The Trustee declares that it holds the Intellectual Property upon trust for the Beneficiary absolutely.

2. TRUSTEE TO OBEY DIRECTIONS OF BENEFICIARY

- (a) The Trustee agrees to deal with the Intellectual Property as the Beneficiary may from time to time direct.
- (b) The Trustee may accept any instruction or direction from the Beneficiary verbally or in writing and either from the Beneficiary personally or from any person, firm or company which the Trustee may have reason to believe is giving such direction or instruction on behalf of, or with the authority of, the Beneficiary.
- (c) The Trustee will incur no liability or be responsible by reason of the Trustee acting on or carrying out any such instruction or direction.

3. TRUSTEE TO EXECUTE TRANSFER

The Trustee will from time to time as directed by the Beneficiary execute an instrument of transfer of the Intellectual Property whether in favour of the Beneficiary or any other person as the Beneficiary specifies.

4. OBLIGATIONS OF THE BENEFICIARY


The Beneficiary indemnifies the Trustee and must keep the Trustee indemnified against any loss suffered as a result of any actions or claims arising out of the Trustee acting as trustee.

5. APPOINTMENT OF NEW TRUSTEE

The Beneficiary may at any time by written notice delivered to the Trustee remove the Trustee as trustee and appoint a new trustee in lieu of the Trustee or in addition to the Trustee.

EXECUTED AS A DEED

EXECUTED by
MASTERSOFT GROUP PTY LTD:




Signature of Sole Director/Secretary



Full Name of Signatory [PRINT]

EXECUTED by
MASTERGROUP TECHNOLOGY PTY LTD:



Signature of Sole Director/Secretary



Full Name of Signatory [PRINT]

ANNEXURE
Business Sale Agreement

Deed of Patent Assignment

Mastersoft Research Pty Ltd (In Liquidation)
ACN 003 340 681

Mastersoft Group Pty Ltd
ACN 151 055 800

GADENS LAWYERS
Skygarden Building
77 Castlereagh Street
SYDNEY NSW 2000

T +61 2 9931 4999
F +61 2 9931 4888
Ref CRH:KTC:31603620

Deed of Patent Assignment

Dated 2 June 2011

Parties

1. **Mastersoft Research Pty Ltd (In Liquidation)** ACN 003 340 681 of c/ PPB Advisory, Level 46, MLC Centre, 19 Martin Place, Sydney, in the State of New South Wales (**Assignor**).
2. **Mastersoft Group Pty Ltd** ACN 151 055 800 of Unit 2, 278-284 Sussex Street, Sydney in the State of New South Wales (**Assignee**).

Background

- A. The Assignor is the owner of the Australian Sealed Patent for the 'Parsing System', Number 2008246217 and the United States Granted Patent for the 'Parsing System', Number 7,523,125, details of which are set out in Schedule 1 of this Deed (**the Patents**).
- B. The Assignor and Assignee executed a Business Sale Agreement (**the Agreement**), on or about the date of this Deed, in which the Assignor's rights, title and interests in the Patents were transferred to the Assignee.
- C. As part of the Assignor's obligations under the Agreement, the Assignor was required to execute this Deed to vest ownership of the Patents in the Assignee, with effect from completion under the Business Sale Agreement.

Operative provisions

1. Assignment

- (a) For valuable consideration received, the Assignor, as beneficial owner, assigns absolutely all rights, title and interests in the Patents to the Assignee without goodwill.
- (b) Without limiting the generality of clause 1(a), assignment of the Patents includes all rights subsisting in the Patents, 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 Deed.
- (c) The Assignor acknowledges that all existing rights in the Patents are vested in the Assignee and, on their creation, all future rights in the Patents will vest in the Assignee.
- (d) No stamp duty or other taxes are payable by either the Assignor or the Assignee under this Deed.

2. Miscellaneous

2.1 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 vesting ownership of the Patents in the Assignee.

2.2 Governing law


This Deed shall be governed by and construed in accordance with the laws of New South Wales, Australia.

Executed as a deed.

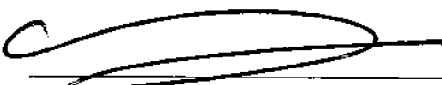
Signed for and on behalf of **Mastersoft Research Pty Ltd (In Liquidation)** ACN 003 340 681 by Mark Julian Robinson and Andrew Leslie Smith in their capacity as liquidators of Mastersoft Research Pty Ltd (In Liquidation), in the presence of:

Witness 

CHRISTIAN SPROWLES
Full name



Mark Julian Robinson



Andrew Leslie Smith

Signed for and on behalf of **Mastersoft Group Pty Ltd** ACN 151 055 800, in accordance with section 127 of the *Corporations Act 2001*, in the presence of:

Allan Clive Sullivan
Sole director and secretary

Witness

Full name

Schedule 1**Australian Sealed Patent****2008246217 : Parsing System**

| | | | | | |
|---|---|----------------------------------|---|---------------------------------|---------------------|
| Australian application number | 2008246217 | Patent application type | Standard | Serial number | |
| Application status | SEALED | Paid to date | 2011-05-20 | First IPC Mark | G06F17/27 (2006.01) |
| Currently under opposition | No | Proceeding type(s) | | | |
| Invention title | Parsing System | | | | |
| Inventor(s) | Zeng, Licheng | | | | |
| Agent name | Wallington-Dummer | Address for legal service | Suite 1005 Level 10 37 Bligh Street Sydney NSW 2000 Australia | | |
| Filing date | 2008-11-14 | Australian OPI date | 2008-12-04 | OPI published in journal | 2008-12-04 |
| Effective date of patent | 2002-05-20 | Expiry date | 2022-05-20 | | |
| Additional/Divisional application number | Additional/Divisional relationship | | | | |
| <u>2002308408</u> | Divisional Parent | | | | |

United States Patent

7,523,125 : Parsing System

Bibliographic Data

| | | | |
|-------------------------|-------------------------------------|----------------------------|--------------------|
| Application Number: | 09/883,123 | Customer Number: | - |
| Filing or 371 (c) Date: | 06-15-2001 | Status: | Patented Case |
| Application Type: | Utility | Status Date: | 04-01-2009 |
| Examiner Name: | AL HASHEMI, SANA A | Location: | ELECTRONIC |
| Group Art Unit: | 2169 | Location Date: | - |
| Confirmation Number: | 8259 | Earliest Publication No: | US 2002-0111951 A1 |
| Attorney Docket Number: | WDUMR-022US | Earliest Publication Date: | 08-15-2002 |
| Class / Subclass: | 707/100 | Patent Number: | 7,523,125 |
| First Named Inventor: | Licheng Zeng , Baulkham Hills, (AU) | Issue Date of Patent: | 04-21-2009 |

Title of Invention: PARSING SYSTEM

DATED *3rd June,* 2011

MASTERSOFT GROUP PTY LTD

AND

MASTERGROUP TECHNOLOGY PTY LTD

DEED

CHURCH & GRACE
Solicitors
Level 3
65 Martin Place
SYDNEY NSW 2000
DX 114 SYDNEY
Tel: (02) 9233 1155
Fax: (02) 9221 6771
Ref: JBA:110172

THIS DEED is made the 3rd day of June, 2011

PARTIES:

MASTERSOFT GROUP PTY LTD (ACN 151 055 800) of Unit 2, 278-284 Sussex Street, Sydney, New South Wales ("Trustee", which expression includes the trustee for the time being of the trusts declared in this Deed); and

MASTERGROUP TECHNOLOGY PTY LTD c/- Haines Norton, Level 11, 1 York Street, Sydney, New South Wales (ACN 151 155 341) ("Beneficiary").

RECITALS:


- A. This deed is supplemental to a Declaration of Trust dated 1st June 2011 between the parties.
- B. The Beneficiary has requested the Trustee to transfer the intellectual property (as defined and described in the said Declaration of Trust) hereinafter called ("*Intellectual Property*") to the Beneficiary.

NOW THIS DEED WITNESSES THAT:

In pursuance of the said Declaration of Trust at the request of the Beneficiary the Trustee as trustee hereby assigns all its right, title and interest in the Intellectual Property to the Beneficiary absolutely.

EXECUTED as a deed.

EXECUTED by
MASTERSOFT GROUP PTY LTD:

*Mastersoft Group Pty Ltd,
by its attorney JB Abussen*



Signature of Director

Signature of Director/Secretary

Full Name of Signatory [PRINT]

Full Name of Signatory [PRINT]

EXECUTED by
MASTERGROUP TECHNOLOGY PTY LTD:

*Mastergroup Technology
pty Ltd, by its attorney
JB Abussen*


Signature of Director

Signature of Director/Secretary

Full Name of Signatory [PRINT]

Full Name of Signatory [PRINT]