

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robbie Meade	09/03/2011
RECEIVING PARTY DATA	
Name:	Memo Fishing Innovations Pty Ltd
Street Address:	704 Teesdale-Inverleigh Road
City:	Teesdale, Victoria
State/Country:	AUSTRALIA
Postal Code:	3328
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D581007
CORRESPONDENCE DATA	
Fax Number:	(312)580-9696
Phone:	312-580-1020
Email:	mzimmerman@hfzlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Hanley, Flight & Zimmerman, LLC.
Address Line 1:	150 S. Wacker Drive, Suite 2100
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	20159/SAW 10138
NAME OF SUBMITTER:	Mark C. Zimmerman
Total Attachments: 7 source=SAW101388 Assignment Deed#page1.tif source=SAW101388 Assignment Deed#page2.tif source=SAW101388 Assignment Deed#page3.tif source=SAW101388 Assignment Deed#page4.tif source=SAW101388 Assignment Deed#page5.tif source=SAW101388 Assignment Deed#page6.tif source=SAW101388 Assignment Deed#page7.tif	

OP \$40.00 D581007

501677105

PATENT
REEL: 026995 FRAME: 0298

Patent and Design Assignment Deed

Robbie Meade (Assignor)

and

Memo Fishing Innovations Pty Ltd (Assignee)

E|K|M legal

Commercial and Intellectual Property Lawyers

EKM Legal Pty Ltd (an incorporated legal practice)
Level 1 1061 0 9029 0999
23-43 Gordon Street 1061 0 9029 0999
South Yarra Vic 3141
Australia ABN 50 106 970 941
Reference: WDK 160529

Agreement Details

Parties	Assignor and Assignee		
	Assignor	Name	Robbie Meade
		Address	7 Ware Street, Bannockburn, Victoria, Australia 3331
	Assignee	Name	Memo Fishing Innovations Pty Ltd
		ABN	18 141 917 964
		Address	704 Teesdale-Inverleigh Road, Teesdale, Victoria, Australia 3328
Recitals	A	Assignor is the original proprietor of certain patent applications and registered designs in Australia and elsewhere.	
	B	It was always Assignor's intention that it would, at a certain date, assign its rights and interest in these patent applications and registered designs to Assignee.	
	C	Assignor and Assignee have agreed to formalise this assignment by the execution of this deed.	
Date of agreement	See execution page		

Agreed Terms

1 Interpretation

1.1 Definitions

In this deed:

- (1) **Effective Date** means the date specified in item 1 in the schedule;
- (2) **Patent Applications** means the patent applications set out in item 2 in the schedule and any divisional applications based on those applications;
- (3) **Patents** means all patents granted pursuant to the Patent Applications;
- (4) **Registered Designs** means the registered designs set out in item 3 in the schedule; and
- (5) **Intellectual Property** means:
 - (i) the Patent Applications;
 - (ii) the Patents; and
 - (iii) the Registered Designs.

1.2 Construction

In this deed, unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to this deed include its schedules and its annexures;
- (d) references to the words **include** and **including** must not be interpreted as being limiting;
- (e) references to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- (f) references to persons include corporations, partnerships and any other entities recognised by law;
- (g) references to clauses, schedules and annexures are to clauses of and schedules and annexures to this deed;
- (h) if a word or a phrase is defined, cognate words or phrases have corresponding definitions; and
- (i) headings will be ignored in construing this deed.

2 Assignment

- (a) As at the Effective Date, Assignor assigns, transfers and sets over to Assignee all of Assignor's rights in the Intellectual Property including the right to sue for any past infringements of the Intellectual Property.
- (b) The parties agree and acknowledge that the assignment under **clause 2(a)** is deemed to be made on and to take effect from the Effective Date despite anything else in this deed.

3 Further Acts

At the request and expense of Assignee, Assignor must:

- (a) do such further acts, deeds and things; and
 - (b) execute such further documents and instruments,
- as may be necessary or desirable to perfect the assignments effected by this deed, and to enable the Assignee to have the full unencumbered benefit of the rights assigned under this deed.

4 General Terms

4.1 Costs

Each party must bear its own costs in relation to:

- (a) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and
- (b) the performance of any action by that party in compliance with any liability arising, under this deed, or any agreement or document executed or effected pursuant to this deed, unless this deed provides otherwise.

4.2 Payment of duty

Assignee must promptly within the initial applicable period prescribed by law pay any duty payable in relation to the execution, performance and registration of this deed, or any agreement or document executed or effected under this deed.

4.3 Governing law and Jurisdiction

This agreement is governed by the laws in force in the State of Victoria, Australia and each party must submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia (including the Federal Court of Australia)

4.4 Third parties

This document confers rights only upon a person expressed to be a party, and not upon any other person.

4.5 Waivers

Waiver of a breach of this deed or of any right, power, authority, discretion or remedy arising upon a breach of this deed, must be in writing and signed by the party granting the

waiver and a breach of this deed is not waived by any failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy under this deed.

4.6 Remedies cumulative

The rights of a party to this deed are cumulative and not exclusive of any rights provided by law.

4.7 Severability

The provisions of this deed are deemed to be severable and any invalidity of any provision of this deed will not affect the validity of the remaining provisions of this deed.

4.8 Counterparts

This deed may be executed in any number of counterparts all of which taken together are deemed to constitute one and the same document provided that delivery of this deed is deemed to occur immediately upon the date when the last counterpart is executed.

Schedule

Item 1 Effective Date

9 February 2010

Item 2 Patent Applications

Number	Title	Country	Description
2007901715	Anti-Snag Fishing Device	Australia	Provisional
PCT/AU2008/000452	Anti-Snag Fishing Device	International	PCT
2008234419	Anti-Snag Fishing Device	Australia	Standard
12/569,726	Anti-Snag Fishing Device	United States	Standard

Item 3 Registered Designs

Number	Title	Country	Description
314732	Fishing Lure	Australia	Registered Design
D581,007	Fishing Lure	United States	Design Patent
D615,609	Fishing Lure	United States	Design Patent

Execution

EXECUTED by the parties as a DEED and delivered on the date below

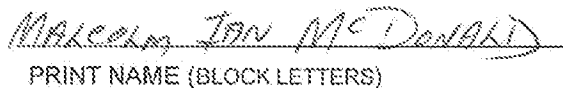
Dated: 3/9/11

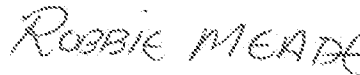
By Assignor

Signed, sealed and delivered by Robbie Meade in the presence of:


WITNESS SIGNATURE

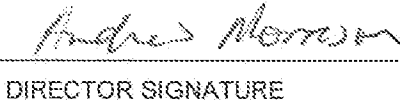

ROBBIE MEADE SIGNATURE


PRINT NAME (BLOCK LETTERS)

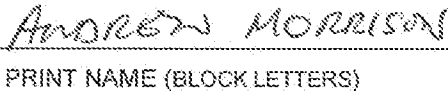


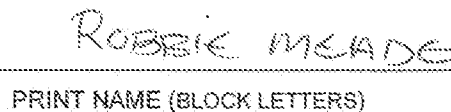
By Assignee

Executed by Memo Fishing Innovations Pty Ltd (ACN 141 917 964) in accordance with section 127 of the Corporations Act (Cth):


DIRECTOR SIGNATURE


DIRECTOR/COMPANY SECRETARY SIGNATURE


PRINT NAME (BLOCK LETTERS)


PRINT NAME (BLOCK LETTERS)