

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bellett Leasing Pty Ltd as Trustee for the Bellett Leasing Trust	08/29/2011
RECEIVING PARTY DATA	
Name:	Sanbrook Brands Pty Ltd
Street Address:	HLB Mann Judd, Level 1, 160 Queen Street
City:	Melbourne
State/Country:	AUSTRALIA
Postal Code:	VIC 3000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12279025
CORRESPONDENCE DATA	
Fax Number:	(312)655-1501
Phone:	312-655-1500
Email:	gtsdocket@welshkatz.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:	Gerald T. Shekleton
Address Line 1:	120 S. Riverside Plaza, 22nd Floor
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	4048-114618 (304048-12)
NAME OF SUBMITTER:	Gerald T. Shekleton
Total Attachments: 10 source=114618asstosanbrook#page1.tif source=114618asstosanbrook#page2.tif source=114618asstosanbrook#page3.tif source=114618asstosanbrook#page4.tif	

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Deed of Assignment of Patents

BETWEEN

**Bellelt Leasing Pty Ltd as trustee for the Bellelt
Leasing Trust**

AND

Sanbrook Brands Pty Ltd (In liquidation)

MILLS OAKLEY LAWYERS

**Level 6, 530 Collins Street
MELBOURNE VIC 3000
Telephone: +61 3 9670 9111
Facsimile: +61 3 9605 0933
DX 558, MELBOURNE
www.millsOakley.com.au
Ref: WAS/JMD/5153581**

5153581_000

Parties

BELLETT LEASING PTY LTD (ACN 086 688 186) as trustee for the Bellett Leasing Trust
of 991 Mountain Highway Boronia VIC 3155, Australia and previously of 5 Newman Street,
Ringwood, Victoria 3134, Australia

(Assignor)

SANBROOK BRANDS PTY LTD (IN LIQUIDATION) (ACN 004 899 905)
c/o HLB Mann Judd, Level 1, 160 Queen Street, Melbourne VIC 3000, Australia

(Assignee)

Background

- A. The Assignor is the Inventor of several Inventions (*Inventions*) which are the subject of the Applications and Patents.
- B. The Assignor agrees to assign all rights, title and interests in and to the Inventions, Applications, Patents and Intellectual Property Rights to the Assignee in accordance with the terms and conditions of this deed.

Terms and conditions

1 Definitions and interpretation

1.1 Definitions

In this deed, unless specified to the contrary:

Applications means the patent applications specified in Schedule 1.

Business Day means a day (not being a Saturday, Sunday or public holiday) on which Australian banks (as defined in Section 9 of the Corporations Act) are open for general banking business in the capital city of the State.

Corporations Act means the *Corporations Act 2001* (Cth).

Improvements means, without limitation, any developments, modifications, variations, additions to or subtractions from an Invention (whether or not resulting in patentable subject matter) made by Assignor, including any and all Intellectual Property Rights subsisting in them, whether or not occurring on or before the date of this Deed

Intellectual Property Rights means the Applications, the Patents and any other rights, related to the Inventions including copyright, designs, eligible layout or similar right whether, trade secrets, know how or confidential information, whether conferred by statute, common law, a system of registration or otherwise, and includes all rights to apply for registration of such rights.

Inventions has the meaning given to that term in recital A.

Liquidators mean jointly and severally, Stephen John Michell and Clyde Peter White of Level 1, 160 Queen Street, Melbourne VIC 3000.

Patents means the Patents set out in Schedule 1.

Security Interest means any third party interest or encumbrance of any nature whatsoever including (without limitation):

- (a) a mortgage, charge, pledge, lien, hypothecation or title retention arrangement;

- (b) a right of setoff or right to withhold payment of a deposit or other money;
- (c) a right of any person to purchase, occupy or use an asset (including under an option, agreement to purchase, licence, lease, or hire purchase);
- (d) an easement, restrictive covenant, caveat or similar restriction over property (except an easement or covenant whose burden is noted on the certificate of title to the land concerned);
- (e) a trust or other third party interest; and
- (f) an agreement to create any of the above or to allow any of them to exist.

State means the State of Victoria in the Commonwealth of Australia.

1.2 Interpretation

- (a) In this deed unless specified to the contrary:
 - (i) use of the word including and similar expressions are not, nor are they to be interpreted as, words of limitation;
 - (ii) a reference to writing includes any mode of reproducing words, figures or symbols in tangible and permanently visible form and includes fax transmission and emails; and
 - (iii) a reference to a party includes the party's executors, administrators, successors and permitted assigns.
- (b) The language in all parts of this deed shall be in all cases construed in accordance with its fair and common meaning and not strictly for or against either of the parties.
- (c) This deed is to be interpreted so that it complies with all applicable laws and if any provision does not comply then it must be read down so as to give it as much effect as possible. If it is not possible to give that provision any effect at all, however, then it is to be severed from this deed in which case the remainder of this deed will continue to have full force and effect.
- (d) Any headings are for ease of reference only and do not affect the interpretation of this deed.

2 Assignment

In consideration of \$1.00 paid by the Assignee to the Assignor (receipt of which is acknowledged), the Assignor assigns to the Assignee absolutely:

- (a) all rights, title and interests in the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights free from any Security Interest;
- (b) any and all goodwill attaching to the use of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights by the Assignor, including any rights or benefits which arises from such things; and
- (c) the right to take any action in respect of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights (including the right to sue for, and recover, damages and other relief in relation to any infringement of, or unauthorised use of, any of the rights assigned by this deed (including for conversion or detention) including any that may have occurred before the date of this assignment),

(Assigned Rights).

3 Assignor's obligations

- (a) The Assignor must promptly do all acts and execute all such documents as may be necessary, proper or desirable to enable the Assignee to:
 - (i) give full effect to this deed;
 - (ii) defend any challenges by third parties to any registration of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights;
 - (iii) manage any registration of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights; and
 - (iv) fully and exclusively enjoy, defend and prosecute all existing and future rights arising from the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights.
- (b) The Assignor Irrevocably appoints the Assignee and the Liquidators, severally, as its attorney to do any of the acts referred to in subclause (a).

4 Assignor's undertakings

4.1 Undertakings

In addition to other obligations in this deed, the Assignor undertakes not to:

- (a) use or apply for or seek to register any Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights in the countries in which the Patents are registered or the Applications are lodged that are the same, substantially identical with or deceptively or confusingly similar to the Patents in respect of the same, similar or related goods and services; and
- (b) do any act, or assist any person directly or indirectly to do any act, which would or might:
 - (i) invalidate or put in dispute the Assignee's entitlement to any registration of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights;
 - (ii) support an application to remove any registration of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights;
 - (iii) cause a Registrar of Patents to require a disclaimer of a monopoly in any registration of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights or any part of it; or
 - (iv) challenge in any way the Assignee's use of the Inventions, the Applications, the Patents and the Intellectual Property Rights or any Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights which are deceptively similar to any Inventions, the Applications, the Patents and the Intellectual Property Rights.

4.2 Acknowledgment

- (a) The Assignor acknowledges that all the undertakings contained in this clause 4 are reasonable in the circumstances and necessary to protect the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights.
- (b) The Assignor acknowledges that damages may not be sufficient remedy for the breach of the undertakings given in clause 4 and the Assignee may be entitled to

specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Assignor, in addition to any other remedies available at law or in equity.

4.3 Benefits assignable

If any of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights are assigned by the Assignee to any person (*New Assignee*), the Assignee may assign its rights under this clause 4 to the New Assignee and the Assignor acknowledges and agrees that upon such an assignment the New Assignee may enforce this clause 4 directly against the Assignor.

5 Assignor's warranties

The Assignor warrants to Assignee that:

- (a) save for any litigation made known to the Assignee at or prior to the execution of this deed, no proceedings have been instituted or claims made or threatened in respect of the Assigned Rights;
- (b) there has been no infringement of any Assigned Rights and the Assigned Rights do not infringe any Intellectual Property Rights of any other person;
- (c) the Assignor has not:
 - (i) licensed to any person not a party to this Deed any interest in the Assigned Rights, Applications, Patents or Improvements;
 - (ii) entered into any agreement which limits Assignee's use of the Assigned Rights, Applications, Patents or Improvements; and
 - (iii) entered into any agreement which encumbrances the Assigned Rights, Applications, Patents or Improvements.

6 Acknowledgement

The Assignor acknowledges that:

- (a) the Liquidators execute this deed for the Assignee in their capacity as liquidators of the Assignee and not in their own personal capacity; and
- (b) the Liquidators and their respective partners, agents and employees do not assume any personal liability of whatsoever nature (whether directly or indirectly) express or implied and howsoever arising including personal liability in respect of any action arising in pursuance of the Assignee's rights and/or obligations under this deed.

7 General provisions

7.1 Severability

If any clause in this deed is unenforceable, illegal or void then that clause will be severed and the all other clauses in this deed remain in force.

7.2 Non-merger of provisions

A provision of this deed which can and is intended to operate after its conclusion will remain in full force and effect.

7.3 Waiver

A single or partial exercise or waiver of a right relating to this deed will not prevent any other exercise of that right or the exercise of any other right.

7.4 No amendments without agreement

This deed may not be modified, discharged or abandoned unless by a document signed by the parties.

7.5 Assignment

The rights and obligations of each party under this deed are personal. No party may assign, encumber or otherwise deal with such rights and obligations without the prior written consent of all other parties.

7.6 Costs and expenses

Each party must bear its own costs and expenses arising out of and in connection with the negotiation, preparation and execution of this deed.

7.7 Counterparts

- (a) This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument.
- (b) This deed is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, each person named as a party to this deed and those counterparts have been exchanged.
- (c) A copy of a counterpart sent by facsimile machine or emailed as a PDF:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.

7.8 Jurisdiction

This deed is to be governed by and construed in accordance with all applicable laws in force in the State from time to time and the parties submit to the exclusive jurisdiction of the courts of the State.

Schedule 1 Patents

1. Patents

1.1 Australia

Official No.	Title	Filing Date	Status
2003202306	Teether	5 February 2005	Sealed
2007215379	Inventions relating to drinking vessels	13 February 2007	Filed

1.2 New Zealand

Official No.	Title	Filing Date	Status
534525	Teether	05-FEB-2003	Granted and Sealed
570409	Inventions relating to drinking vessels	13-FEB-2007	Under Examination


1.3 European Union

Official No.	Title	Effective Date	Status
2,174,638	Teether	05-FEB-2003	Under Examination Renewal fee overdue
1,983,889	Inventions relating to drinking vessels	13-FEB-2007	Under Examination

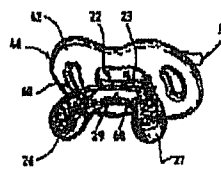

Patents Deed of Assignment

			
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1.4 China

Official No.	Title	Effective Date	Status
101420890	Inventions relating to drinking vessels	13-FEB-2007	Under Examination
			

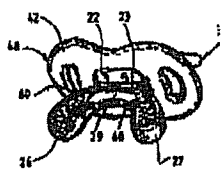
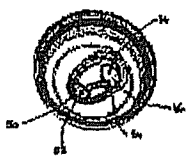
1.5 Canada

Official No.	Title	Effective Date	Status
2,474,737	Teether	05-FEB-2003	Under Examination Renewal fee overdue
			
2,642,285	Inventions relating to drinking vessels	13-FEB-2007	Under Examination
			

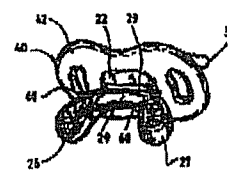
1.6 United States of America

Official No.	Title	Effective Date	Status
10/503,705	Teether	05-FEB-2003	Abandoned

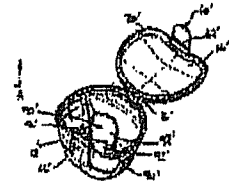
Patents Deed of Assignment

			
<p>12/279,025</p> 	<p>Inventions relating to drinking vessels</p>	<p>13-FEB-2007</p>	<p>Abandoned</p>

1.7 Japan

Official No.	Title	Effective Date	Status
<p>2005516681</p> 	<p>Teether</p>	<p>05-FEB-2003</p>	<p>Under Examination</p>

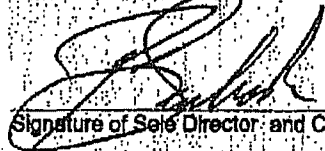
1.8 Thailand

Official No.	Title	Effective Date	Status
<p>0701005900</p> 	<p>Container for a Pacifier or Teether</p>	<p>20-NOV-2007</p>	<p>Under Examination</p>

Execution Page

Executed as a deed on 29 August 2011

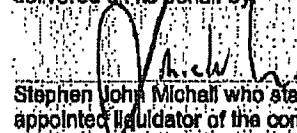
EXECUTED by BELLETT LEASING PTY LTD
(ACN 088 688 188) as trustee for the Bellett
Leasing Trust in accordance with section 127(1) of
the Corporations Act 2001



Signature of Sole Director and Company Secretary

PETER NEWTON SANBROOK
Name of Director
(Please print)

EXECUTED by SANBROOK BRANDS PTY LTD
(IN LIQUIDATION) by being signed, sealed and
delivered on its behalf by:



Stephen John Michall who states that he is a duly
appointed liquidator of the company



Signature of witness

SEN PHUONG
Name of witness (please print)