

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the spelling of Assignee's name previously recorded on Reel 027122 Frame 0635. Assignor(s) hereby confirms the correct spelling of Assignee's name is Jackel Holdings Victoria Pty Ltd as Trustee for Jackel HB Acquisition Trust.
CONVEYING PARTY DATA	
Name	Execution Date
Sanbrook Brands Pty Ltd	08/29/2011
RECEIVING PARTY DATA	
Name:	Jackel Holdings Victoria Pty Ltd as Trustee for Jackel HB Acquisition Trust
Street Address:	Unit 9A, 9-11 South Street
City:	Rydalmere
State/Country:	AUSTRALIA
Postal Code:	NSW 2116
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: 11
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PATENT
REEL: 027128 FRAME: 0895

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Deed of Assignment of Patents

BETWEEN

Sanbrook Brands Pty Ltd (in liquidation)

AND

Jackel Holdings Victoria Pty Ltd as trustee for
Jackel HB Acquisition Trust

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_095

Parties

SANBROOK BRANDS PTY LTD (IN LIQUIDATION) (ACN 004 899 905)

c/o HLB Mann Judd, Level 1, 160 Queen Street, Melbourne VIC 3000, Australia

(Assignor)

**JACKEL HOLDINGS VICTORIA PTY LTD as trustee for JACKEL HB ACQUISITION TRUST
(ACN 151 859 817)**

of Unit 9A, 9-11 South Street, Rydalmere NSW 2116, Australia

(Assignee)

Background

The Assignor agrees to assign all its 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.

Business Sale Agreement means the business sale agreement entered into between the Assignor and the Assignee on or about the date of this deed.

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 means the Inventions disclosed in the Applications and the Patents.

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 effect the interpretation of this deed.

2 Assignment

The Assignor assigns to the Assignee all of its rights, title and interests in the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights free from any Security Interest.

3 Consideration

The consideration payable for the assignment of the Inventions, the Applications, the Patents, the Improvements and the Intellectual Property Rights is as specified in the Business Sale Agreement, receipt of which is hereby acknowledged by the Assignor.

4 Acknowledgement and Further Assurance

4.1 Acknowledgement

The Assignee acknowledges that:

- (a) the Liquidators execute this deed for the Assignor 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 Assignor's rights and/or obligations under this deed.

4.2 Further assurance

The Liquidators will execute all documents reasonably necessary, and do all things reasonably required by the Assignee, to enable the Assignee to be registered as proprietor or applicant of the Patents.

5 General provisions

5.1 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.

5.2 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.

5.3 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.

5.4 No amendments without agreement

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

5.5 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.

5.6 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.

5.7 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.

5.8 Jurisdiction

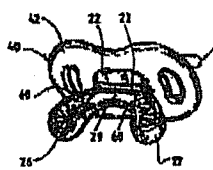
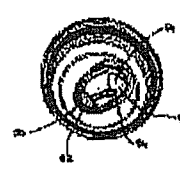
This deed is to be governed by and construed in accordance with all applicable laws in force in the State from time to time and the parties submit to the exclusive jurisdiction of the courts of the State.

Schedule 1 Patents and Applications

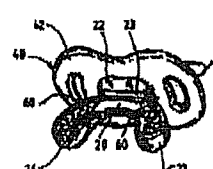
Australia

Official No.	Title	Filing Date	Status
2003202306	Teether	5 February 2003	Sealed
2007215379	Inventions relating to drinking vessels	13 February 2007	Filed

New Zealand

Official No.	Title	Filing Date	Status
534525 	Teether	05-FEB-2003	Granted and Sealed
570408 	Inventions relating to drinking vessels	13-FEB-2007	Under Examination


European Union

Official No.	Title	Effective Date	Status
2,174,638 	Teether	05-FEB-2003	Under Examination Renewal fee overdue
1,983,869	Inventions relating to drinking vessels	13-FEB-2007	Under Examination

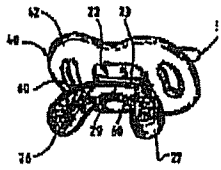
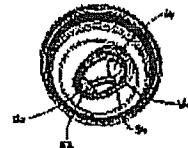
Patents Deed of Assignment

			
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China

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

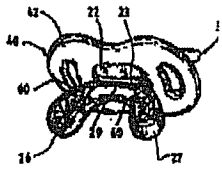
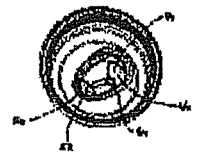
Canada

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

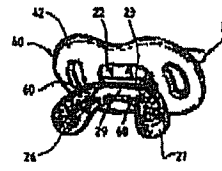
United States of America

Official No.	Title	Effective Date	Status
10/603,705	Teether	05-FEB-2003	Abandoned

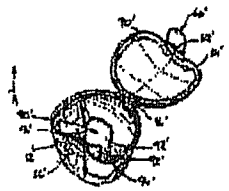
Patents Deed of Assignment

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

Japan

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

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>

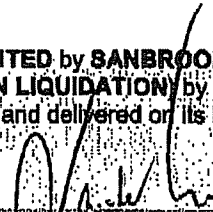
Execution Page

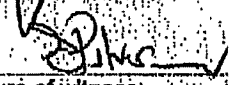
Executed as a deed on


29 August

2011

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


Stephen John Michell who states that he is a duty appointed liquidator of the company.


Signature of witness:


Name of witness (please print)

EXECUTED by **JACKEL HOLDINGS VICTORIA PTY LIMITED** as trustee for **JACKEL HB ACQUISITION TRUST** in accordance with section 127(1) of the Corporations Act 2001

Signature of Sole Director and Company

Secretary

Sandra Joy Archer

Name of Director
(Please print)

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Sanbrook Brands Pty Ltd	08/29/2011

RECEIVING PARTY DATA

Name:	Jackel Holdings Victoria Pty Ltd as Trustee for Jackel HB Acquisition Trust
Street Address:	Unit 9A, 9-11 South Street
City:	Rydalmere
State/Country:	AUSTRALIA
Postal Code:	NSW 2116

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
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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)
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NAME OF SUBMITTER:	Gerald T. Shekleton
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Total Attachments: 9
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