

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Intelligent Interface Technologies Limited	06/21/2011
RECEIVING PARTY DATA	
Name:	iCommand Ltd
Street Address:	420 King William Street
Internal Address:	Level 8
City:	Adelaide
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12162985
CORRESPONDENCE DATA	
Fax Number:	(650)384-4701
Phone:	650-384-4688
Email:	fbernstein@kenyon.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:	Frank L. Bernstein
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Address Line 4:	Palo Alto, CALIFORNIA 94304-1216
ATTORNEY DOCKET NUMBER:	14624/25187
NAME OF SUBMITTER:	Frank L. Bernstein, Reg. No. 31,484
Total Attachments: 12 source=25187_Agreement_iCommand_Ltd#page1.tif source=25187_Agreement_iCommand_Ltd#page2.tif source=25187_Agreement_iCommand_Ltd#page3.tif	

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Agreement for Sale of Assets

Paul John Cook &
Terence James O'Connor (Vendor)

iCommand Ltd (Purchaser)

Dated: 21 June 2011

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Parties:

1. Paul John Cook and Terence James O'Connor, both of 105 Macquarie Street, Hobart in Tasmania as the duly appointed Receivers of the Assets as more fully specified in clause 5 ("Vendor").
2. iCommand Ltd ACN 150 827 900 of Level 8, 420 King William Street, Adelaide ("Purchaser").

Recitals:

- A. The Vendor was duly appointed as the Receiver in respect of the certain assets more fully specified in clause 2.
- B. The Vendor has agreed to sell and/or assign and the Purchaser has agreed to purchase and/or take an assignment of those assets upon the undermentioned terms and conditions.

Operative Provisions:

1 Interpretation

1.1 Definitions

In this agreement, unless the contrary intention appears:

Business Day means a day on which banks generally are open for trading in Hobart Tasmania during normal hours but does not include a Saturday or Sunday;

Charge means the Deed of Charge dated 25 November 2008 and made by Intelligent Interface Technologies Limited ACN 118 715 567 (previously HR3D Ltd) as the chargor in favour of the Chargees;

Chargees means the chargees so described in the Charge;

Computer Hardware means the computer hardware specified in the Schedule;

Completion means the completion of the sale and purchase and assignment as provided in this Agreement;

Deed of Appointment means the deed of appointment dated 31 March 2011 and made between the Chargees of the one part and the Vendors as the Receivers of the other part;

Deposit means the deposit payable by the Purchaser as required under clause 4;

Effective Date means the actual day in which Completion occurs;

Encumbrance means:

- (a) a mortgage, pledge, lien, charge, claim, covenant, assignment by way of security, hypothecation, secured interest, title retention arrangement, preferential right, trust arrangement; or
- (b) other interest including any right of any person to purchase, occupy or use any of the Assets whether under an option, agreement to purchase, licence, lease, hire-purchase, pre-emptive right or right of first refusal or otherwise;

GST means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charges;

GST Amount means any Payment (or the relevant part of that Payment) multiplied by the appropriate rate of GST (currently 10%);

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*, or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

IP Rights means the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, know-how or confidential information throughout the world for the full period of the rights and all renewals and extensions thereof;

Interest means interest earned on a sum net of fees, taxes, duties, costs and expenses;

Payment means any amount payable under or in connection with this Agreement including any amount payable by way of indemnity, reimbursement or otherwise and includes the provision of non-monetary consideration;

Purchase Price means the purchase price payable by the Purchaser as required under clause 4;

Records means the source code data, software demonstrations, data files, login and password information in relation to the server(s), confidentiality agreements and other agreements and documents relating to the Technology and/or the IP Rights in respect of the Technology and the Domain Names and in any other IP Rights the subject of the Charge;

Secured Money means the secured money so defined under the Charge and includes, for the avoidance of doubt, the costs referred to in clause 10 of the Charge.

Settlement Date means 12 noon on 30 June 2011, at the offices of Simmons Wolfhagen, 168 Collins Street, Hobart in Tasmania or at any other time or place as mutually agreed upon between the Vendor and the Purchaser;

Tax Invoice has the meaning given to that term by the GST Law;

Taxable Supply has the meaning given to that term by the GST Law;

Technology means the technology so specified in Item 2 of the Schedule of the Technology Assignment Agreement (a copy of the schedule being attached to this Agreement), together with any development, modification, improvement, extension or variation in respect of the Technology or any part of it;

Technology Transfer means the Vendor passing all relevant data, information, knowledge and knowhow to the Purchaser, whether the data, information, knowledge and knowhow is stored in written form on paper or electronically; is contained in diagrams; in circuit layouts or in software code and in cases where the data, information, knowledge and knowhow is only comprehensible by way of explanation and demonstration, such explanation and demonstration must be included as part of this Technology Transfer;

Technology Assignment Agreement means the technology assignment agreement dated 29 September 2006 and made between Paul Teague as the assignor of the one part and Intelligent Interface Technologies Limited ACN 118 715 567 (when known as HR3D Pty Ltd) of the other part.

1.2 Rules for interpreting this agreement

In this agreement, unless the contrary intention appears:

- (a) one gender includes the other;
- (b) the singular number include the plural and vice versa;
- (c) a reference to a person includes a corporation, unincorporated body or authority;

- (d) clause headings are inserted for convenience only and will be ignored in the interpretation of this agreement;
- (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) the schedule and annexures to this agreement form part of this agreement;
- (g) a party includes its successors, assigns, executors and administrators; and
- (h) a reference to an Item is to the relevant Item in the Schedule.

1.3 Entirety

This agreement records the entire agreement between the parties, whether oral or written, in relation to its subject matter.

1.4 Variation

No variation of this agreement is binding unless it is in writing and signed by each party.

1.5 Severance

The other provisions of this agreement are not affected by any reading down or severance of particular provisions.

1.6 Multiple Parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

2 Agreement to Sell & Buy & Assign

2.1 Computer Hardware

The Vendor sells to the Purchaser and the Purchaser buys from the Vendor the Computer Hardware free from all Encumbrances with effect from the Effective Date and subject to and upon the terms and conditions of this Agreement.

2.2 Intellectual Property

The Vendor assigns absolutely to the Purchaser, free from all Encumbrances:

- (a) all right, title, interest and benefit throughout the world in all IP Rights in respect of the Technology and the Domain Names and in any other IP Rights the subject of the Charge; and
- (b) the right to take any action that the Vendor has had or may have against any person to recover damages, accounts of profit or other relief for any infringement or misuse of any IP Rights in respect of any of the Technology and the Domain Names and of any other IP Rights the subject of the Charge including any such infringement or misuse prior to the date of this agreement, and

- (c) all right, title, interest and benefit to the Technology Assignment Agreement;
- (d) the right to take any action that the Purchaser has had or may have against any person to recover damages, accounts of profit or other relief for breach of the Technology Assignment Agreement,

such assignment to take effect from the Effective Date and subject to and upon the terms and conditions of this Agreement.

2.3 Moral rights

The Vendor unconditionally consents in favour of the Purchaser, the Purchaser's assignees, licensees, successors in title and all persons authorised by the Purchaser to the performance by the Purchaser, the Purchaser's assignees, licensees, successors in title and all persons authorised by the Purchaser or any act or omission which would otherwise amount to an infringement of any moral right of the Vendor in any of the Technology.

2.4 Transfer

On the Effective Date request, the Vendor must effect the Technology Transfer to the Purchaser to enable the Purchaser to effectively use the IP Rights in respect of the Technology and the Domain Names and in any other IP Rights the subject of the Charge.

2.5 Property, Title and Risk

Property in, title to and risk of the Assets and IP Rights in respect of the Technology and the Domain Names and in any other IP Rights the subject of the Charge passes to the Purchaser on the Effective Date.

3 Completion

3.1 Time for Completion

Completion is to take place on the Settlement Date.

3.2 Purchaser's obligations at Completion

At Completion, the Purchaser must:

- (a) subject to clause 4.3, pay to the Vendor by bank cheque or as the Vendor may direct by notice in writing to the Purchaser –
 - (i) the balance of the Purchase Price;
 - (ii) any other amounts required under this Agreement; and
- (b) do, execute and deliver all such other acts and documents that this Agreement requires the Purchaser to do, execute or deliver at Completion.

3.3 Vendor's obligations at Completion

At Completion, the Vendor must:

- (a) deliver to the Purchaser, its solicitors, or to any person at the Purchaser's direction:
 - (i) all deeds and documents of title (if any) relating to the Technology and the IP Rights in respect of the Technology and the Domain Names and in any other IP Rights the subject of the Charge; and
 - (ii) all duly executed documents necessary to transfer or assign the Technology and the IP Rights in respect of the Technology and the Domain Names and in any other IP

Rights the subject of the Charge to the Purchaser, in a form previously approved by the Purchaser;

- (b) deliver to the Purchaser possession all of the Assets that are capable of actual delivery; and
- (c) do, execute and deliver all such other acts and documents that this Agreement requires the Vendor to do, execute or deliver at Completion.

4 Price & Payment

4.1 Price and Deposit

The purchase price for the Assets is Two Hundred and Eighty Nine Thousand Dollars (\$289,000.00) plus GST and is payable as follows:

- (a) a deposit of Fifty Thousand Dollars (\$50,000.00), payable on the signing of this Agreement (the receipt of which is hereby acknowledged); and
- (b) the balance, either in cash, by a cheque drawn by a bank, or by an offset as provided under clause 4.3, on completion.

4.2 Apportionment of Price

The apportionment of the purchase price is:

- (a) Computer Hardware – \$4,000.00; and
- (b) Technology & IP Rights – \$285,000.00.

4.3 Payment by offset

The purchase price may be credited as being paid, by an offset of the repayment of a corresponding amount of the Secured Money owing under the Charge.

4.4 Payment of Receivers Costs

On completion, in addition to the balance of the purchase price to be paid, the Purchaser must also pay to the Vendor, the Receivers costs and disbursements payable under and in connection with the Receiver's appointment under the Deed of Appointment.

5 Capacity of the Vendor

The Purchaser hereby acknowledges that –

- (a) it is aware that the Vendor is selling the Assets as Receivers for the Chargees as receivers of the Assets, under the Charge, by virtue of and pursuant to the appointment of the Vendor as Receivers by the Deed of Appointment;
- (b) the power to sell the Assets is conferred upon the Receivers under the Deed of Appointment; and
- (c) on completion the Purchaser shall accept an assignment and/or transfer and any other necessary documentation executed by the Receivers in that capacity.

6 Purchaser's Default

6.1 Delay

If the Purchaser fails to complete the purchase (unless prevented by the wilful default of the Vendor) in accordance with the terms of this Agreement on or before the Settlement Date then:

- (a) The Purchaser shall pay to the Vendor interest on the unpaid purchase moneys at the rate of twelve (12) per cent per annum from the Settlement Date until actual Completion or, if not completed, until termination of this Agreement and such right to receive interest shall be without prejudice to any other rights, powers or remedy which may be conferred upon the Vendor at law or in equity;
- (b) It is an essential term of the Agreement that such interest is to be paid, and the Purchaser shall not be entitled to require the Vendor to complete this Agreement unless such interest is paid to the Vendor on completion; and
- (c) The Vendor may give notice to the Purchaser, as provided by under this Agreement, requiring the Purchaser to complete the sale within fourteen (14) days of the date of service of such notice upon the Purchaser and upon the delivery of that notice the time for Completion shall be of the essence of this Agreement and the Purchaser acknowledges and accepts such period in lieu of any longer period to which the Purchaser would otherwise have been entitled at law or in equity.

6.2 Failure to complete

If the Purchaser fails to complete the purchase (unless prevented by the wilful default of the Vendor) in accordance with the terms of this Agreement the deposit shall be forfeited to the Vendor who shall also be at liberty in addition to any other remedy it may have for the recovery of the balance of Purchase Price to resell the Assets on such terms and conditions as it may think fit and to claim any loss on such resale and all costs and expenses of such resale from the Purchaser as and for liquidated damages and any profit on such resale shall belong to the Vendor.

7 Nominee

- (a) The Purchaser may nominate, in writing, other persons or corporations to complete this Agreement.
- (b) If the Purchaser makes a nomination, then the Purchaser remains personally liable to the Vendor for the performance of all of the Purchaser's obligations under this Agreement.

8 Joint And Several Liability

Any liability of a party to this Agreement attaches jointly and severally to each person or corporation named as comprising that party.

9 Rights after Completion

After Completion each party retains the benefit of all provisions requiring or contemplating that the other party do something after Completion

10 Notices

10.1 How notice to be given

A notice given by one party to the other will be properly given if signed by any one or more persons or companies constituting the party giving the notice, and it is given either:

- (a) by letter:
 - (i) to the receiving party personally; or

- (ii) posted to or left at the address of the receiving party shown on this contract; or
- (iii) posted to or left at the office of the receiving party's solicitor;

or

(b) by facsimile transmission:

- (i) to the receiving party's facsimile number shown in this Agreement; or
- (ii) to the office of the receiving party's solicitor.

10.2 Parties solicitors

A notice may be signed on behalf of the giver of the notice by the giver's solicitor.

10.3 One or more parties

A notice may be given to any one or more of the persons or companies constituting the receiving party on behalf of all of them.

10.4 Normal post

A posted notice will be taken to have been delivered when it would have been delivered in the ordinary course of post.

11 Risk & Title

- (a) The insurable risk in the Assets shall not pass to the Purchaser until Completion; and
- (b) Title to the Assets shall not pass to the Purchaser until Completion.

12 Amendment & Assignment

12.1 Amendment

This Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.

12.2 Assignment

A party may only dispose of, declare a trust over or otherwise create an interest in its rights under this Agreement before Completion with the consent of each other party.

13 Costs & Expenses

13.1 Costs generally

Each party bears and is responsible for its own costs and expenses (including without limitation legal costs and expenses) in connection with the negotiation, preparation, execution, completion and carrying into effect of this Agreement.

13.2 Stamp duty generally

The Purchaser bears and is responsible for the payment of all stamp duty payable on or in respect of:

- (a) this Agreement;
- (b) the sale, purchase or transfer of the Assets; and

- (c) any instrument or transaction contemplated in or necessary to give effect to this Agreement.

14 Goods and Services Tax (GST)

14.1 GST Definitions

- (a) In this clause 14:

Adjustment Note includes any document or record treated by the Commissioner of Taxation as an adjustment note or as an enabling the claiming of an input tax credit for which an entitlement otherwise arises;

Consideration means any amount payable for a supply under this Agreement;

GST includes any replacement or subsequent similar tax;

GST Act means a New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) and all other legislation in relation to the GST;

GST Rate means the rate of GST imposed under the GST Act.

Tax Invoice includes any document or record treated by the Commissioner of Taxation as enabling the claiming of an input tax credit for which an entitlement otherwise arises.

Taxable Supply has the meaning given to that term in the GST Act.

- (b) Terms defined in the GST Act have the same meaning as in this clause 14 unless provided otherwise.

14.2 Amount Exclusive of GST

Unless otherwise expressly stated, all Consideration to be provided under this Agreement is exclusive of GST.

14.3 GST Pass-on

Provided that the supplier provides the recipient with a valid tax invoice and otherwise complies with its legal obligations in relation to any Taxable Supply made under this Agreement, if GST is payable on any Taxable Supply under this Agreement, the recipient must pay to the supplier an amount in respect of GST in addition to the Consideration. The GST amount payable under this clause 14.3 shall be calculated by multiplying the Consideration payable in respect of the Taxable Supply by the prevailing GST Rate.

14.4 Time for Payment

The recipient must pay the amount referred to in clause 14.3 in addition to and at the same time as payment for the Taxable Supply is required to be made under this Agreement.

14.5 Tax Invoice/Adjustment Note

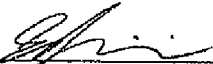
If a Taxable Supply is made or varied under this Agreement in respect to which GST is payable, the supplier must provide the recipient of the supply a valid Tax Invoice or Adjustment Note as the case may be at or before the time of payment or variation.

Execution:

Executed as an agreement.

Signed by Paul John Cook in the presence of:



Signature



Signature of Witness

EMMA MAGINNIS CASE OFFICER
Name & Occupation of Witness

105 MACQUARIE STREET HOBART
Address of Witness

Signed by Terence James O'Connor in the presence of:

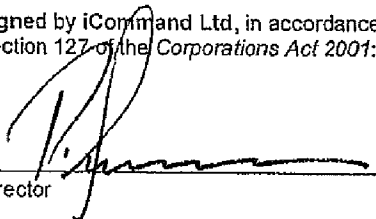

Signature


Signature of Witness

EMMA MAGINNIS CASE OFFICER
Name & Occupation of Witness

105 MACQUARIE STREET HOBART
Address of Witness

Signed by iCommand Ltd, in accordance with
Section 127 of the Corporations Act 2001:


Director

PETER SUMMACE
Print Full Name


Director/Secretary

MICHAEL JAMES WILSON
Print Full Name

Schedule: Computer Hardware

Sonny Vaio 13 inch Laptop

Toshiba Tecra 15 inch Laptop

Custom made server and all associated back up disks

Uninterrupted power source

500GB USB storage device

Keyboard for server

Monitor for server

iPhone4

Aircard