

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 |
|----------------------|----------------|
| Jonathon Peter Irons | 08/01/2008 |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------|
| Name: | TRALEE SOFTWARE PTY. LTD. |
| Street Address: | 41 Churchill Road |
| City: | East Killara, New South Wales |
| State/Country: | AUSTRALIA |
| Postal Code: | 2071 |

PROPERTY NUMBERS Total: 17

| Property Type | Number |
|---------------------|----------|
| Application Number: | 12324314 |
| Application Number: | 13494946 |
| Application Number: | 13494948 |
| Application Number: | 13494951 |
| Application Number: | 13494957 |
| Application Number: | 13494960 |
| Application Number: | 13494962 |
| Application Number: | 13494964 |
| Application Number: | 13494966 |
| Application Number: | 13590139 |
| Application Number: | 13590142 |
| Application Number: | 13590145 |
| Application Number: | 13590153 |
| Application Number: | 13590158 |
| Application Number: | 13590160 |

CH \$680.00 12324314

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|---------------------|----------|
| Application Number: | 13590163 |
| Application Number: | 13590165 |

CORRESPONDENCE DATA

Fax Number: 2024293902
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 429-3000
Email: tcoates@steptoe.com
Correspondent Name: Harold H. Fox, Steptoe & Johnson
Address Line 1: 1330 Connecticut Avenue, NW
Address Line 2: 14873.0001 C1-C17
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

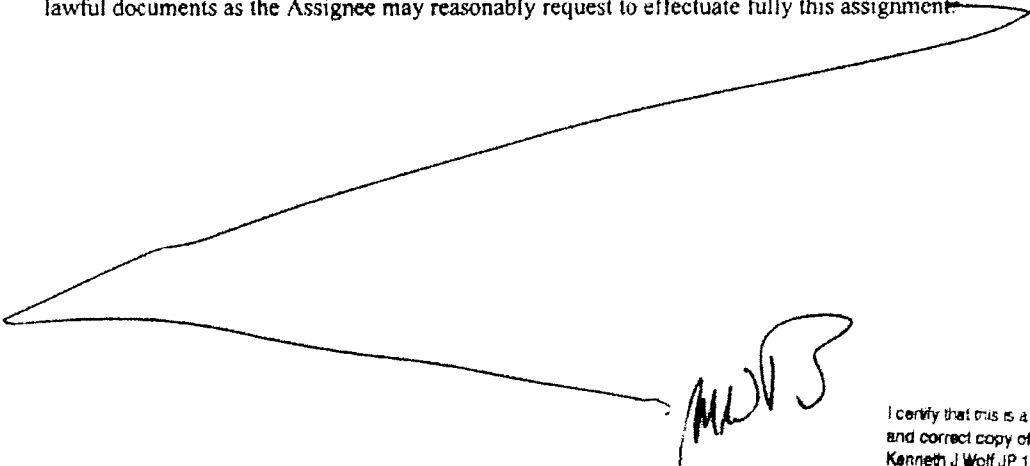
ATTORNEY DOCKET NUMBER: 14873.0001 C1-C17

NAME OF SUBMITTER: Terri L. Coates

Total Attachments: 21
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ASSIGNMENT

For valuable consideration, TRALEE INVESTMENTS LTD hereby assigns to: TRALEE SOFTWARE PTY. LTD., a corporation of Killara, AUSTRALIA having a place of business at Suite 1, 9 Warrington Avenue, Killara, New South Wales, 2071, AUSTRALIA and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us, entitled CONTENT TRANSFER, filed October 6, 2004, and assigned U.S. Serial Number 10/484,030, and we authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.



MWS

I certify that this is a true
and correct copy of the original
Kenneth J Wolf JP 104041
Dated:

Kenneth J Wolf
1/8/08

IN WITNESS WHEREOF, I hereto set my hand and seal at Gordon
this 1st day of August, 2008
[Signature] L.S.
MARK BRADLEY

Managing Director for TRALEE INVESTMENTS LTD

Signature witnessed by: [Signature]
1/8/08 WITNESS: _____
Date Printed Name: K.W. WOLF
Address: 776 PACIFIC HWY.
GORDON 2072.

Signature witnessed by: [Signature]
1/8/08 WITNESS: _____
Date Printed Name: Steven Klinge
Address: 14 Kenneth Street
Tamarama - NSW 2026.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Jonathon Peter IRONS

Confirmation No. 5138

Serial No. 10/484,030
(Int'l Appln. PCT/AU02/00959)

Int'l Filing Date: July 18, 2002

For: CONTENT TRANSFER

DECLARATION OF TRALEE INVESTMENTS LTD

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

*Comm. Jeth.
29/4/04*

Sir:

the BRITISH VIRGIN ISLANDS

Tralee Investments Ltd. ("Tralee") is a company organized under the laws of ~~Australia~~.

1. The inventor of the above-identified application, Jonathan Peter Irons ("Irons"), is unwilling to sign the application Declaration.
2. An executed Declaration by Tralee on behalf of Irons is filed herewith.
3. Irons signed an employment contract (Exhibit A) with Online Australia (OAL) Pty Limited ("Online") which states in paragraph 17 that all discoveries, inventions, etc., shall belong to and be the absolute property of the employer. Tralee acquired certain intellectual property rights by assignment (Exhibit B) from Online, which rights expressly include the ownership of Australian Provisional Application No. PR 6457, the priority of which is claimed in the current application. A notice from the Australian Patent Office confirming transfer of ownership of the subject provisional application to Tralee is attached as Exhibit C.
4. The proof that the inventor refuses to execute the application papers is contained in letters dated February 27, 2004 (Exhibit D) and March 10, 2004 (Exhibit E) requesting Irons to sign and date the subject Declaration and an Assignment. A copy of the Express Post envelope used to forward the February 27, 2004 letter to the inventor is

attached as Exhibit F. A copy of the Express Post envelope sent with the February 27, 2004 letter to the inventor for the inventor to use in returning the signed documents is attached as Exhibit G. To date, Tralee has not received the executed Declaration, or the executed Assignment, from Irons.

5. The last known address of the inventor is:

71 Carmody Road
St. Lucia, Queensland
Australia 4067

6. On information and belief, the subject invention was made by Irons while employed by Online as demonstrated by the employment agreement of October 4, 2000 (Exhibit A), the document assigning Online's rights to Tralee (Exhibit B), including the warranties of ownership contained therein, and the Australian provisional priority application filed July 18, 2001 by Online.

The undersigned, an authorized official of Tralee Investments Ltd., hereby declares that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

TRALEE INVESTMENTS LTD.

Garry Job.

Name: GARRY JOB

Title: DIRECTOR

Date: 29th September 2004



Patent Office
Canberra

I, JULIE BILLINGSLEY, TEAM LEADER EXAMINATION SUPPORT AND SALES hereby certify that annexed is a true copy of the Provisional specification in connection with Application No. PR 6457 for a patent by ONLINE AUSTRALIA (OAL) PTY LIMITED as filed on 18 July 2001.

I further certify that the above application is now proceeding in the name of TRALEE INVESTMENTS LTD pursuant to the provisions of Section 113 of the Patents Act 1990.

WITNESS my hand this
Thirtieth day of September 2004

A handwritten signature in cursive script that reads "J. Billingsley".

JULIE BILLINGSLEY
TEAM LEADER EXAMINATION
SUPPORT AND SALES



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Jonathon Peter IRONS

Confirmation No. 5138

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TRALEE INVESTMENTS LTD.

Name:

Title:

Date:



Commerce Online Pty. Limited
A subsidiary of Online Australia (OAL) Pty Limited.

Level 8, South Tower
1 Railway Street
Chatswood NSW 2067.

Phone: (02) 9684 7733
Fax: (02) 9684 7333
Internet: <http://www.onlineaustralia.com>

October 4, 2000

Mr. Jon Irons

Dear Jon,

Re: Offer of Employment

Further to our discussions, I have pleasure in writing to offer you an opportunity in the Online Australia group of companies. This opportunity has arisen as a result of us wishing to build a significant portion of our business based on an IBM e-commerce Business Partnership and the need, therefore, to add software development capacity to the company. This software development will initially be carried on through a wholly owned subsidiary Commerce Online Pty. Limited, here-in referred to as "CommerceOL".

Online Australia (OAL) Pty. Ltd. is a relatively new company currently providing consulting, telecommunications, data and e-commerce services to the Business and Government markets. In some cases, services may also be offered to residential users. Online Australia (OAL) P/L is here-in referred to as "OAL" and Online Australia (OAL) P/L and its subsidiaries are here-in referred to as "the Companies".

You are offered the position of Technical Architect for CommerceOL through which all E-Business platform development activities for Clients will occur for a period of approximately one year at which time it's activities, business and resources may be consolidated into OAL, unless decided otherwise by OAL. In this role you will be required to architect, design and build WebSphere e-business solutions and provide training as required. Commerce Online reserves the right to appoint you to other similar positions in the parent and/or subsidiary companies on comparable terms and conditions.

The terms and conditions of your appointment include:

1. You will report to Ritchie Hale or his appointee in his capacity of Managing Director and CEO of CommerceOL. At all times you will carry out such lawful directions that I, he, or the Board of CommerceOL may give to you from time to time in relation to the conduct of CommerceOL. In the event of conflict in such directions you will carry out the directions of the Chairman of the Companies or his nominated delegate.

Online Australia (OAL) Pty. Ltd.

tn:73 085 252 308

EXHIBIT A

PATENT
REEL: 029141 FRAME: 0804

2. Your role description, to be finalised by October 11, 2000, will include:
 - 2.1. Technical Guidance to Commerce Online,
 - 2.2. Technical Team Leadership/Management,
 - 2.3. System Architecture,
 - 2.4. Other Senior Technical Resource as required,
 - 2.5. Assist in ensuring that the integrity, trustworthiness and professional reputation of OAL and CommerceOL is maintained at the highest level, and
 - 2.6. Monitoring of and reporting all issues impacting or expected to impact CommerceOL team morale both positively and negatively.
3. Your effective start date is September 18, 2000. Your salary will be paid in advance on a fortnightly basis by direct credit into an account of a financial institution nominated by you.
4. If neither you nor OAL have terminated this contract of employment before 11 September 2001, and you are an employee of The Companies on 11 September 2001, you will become eligible for a Cash and Equity Package ("CEP") based on the revenue performance (the "Revenue") of CommerceOL as follows:
 - 4.1. The Revenue must be derived from using CommerceOL Standard Pricing Rates (the "Rate Card"), or rates above that, unless agreed by the Managing Director of OAL that revenue rates below the Rate Card may be used and the resultant revenue still qualify as the Revenue
 - 4.2. The CEP formula is based on "the revenue of CommerceOL, times a multiple of 1.5, times 50%" or, in other words, 75% of the revenue of CommerceOL
 - 4.3. **Cash Benefit = 25% of value of the total benefit = an amount of cash will be provided to you and selected members of staff. This amount will be equal to the revenue multiplied by 75%, multiplied by 25%. For example, if the revenue is \$3 Million then the cash will be $\$3,000,000 \times 0.75 \times 0.25 = \$562,500$. You and the team members may distribute this cash as you see fit but you must document and agree this distribution, in writing, by October 15, 2000 and provide a copy of the agreement, agreed and signed by all relevant parties, to OAL on that date in order to validate the cash payment.**
 - 4.4. **Shares in Online Australia (OAL) Pty. Limited = 75% of the value of the total benefit = an amount of shares will be provided to you and selected members of staff. The shares in OAL will be provided to you based on OAL's value as determined by the capital raising by sale of stock performed for the purpose of raising the above cash amount for you and it is assumed this will occur in August, 2001. The stock you will be awarded will be the value of OAL stock equal to the revenue multiplied by 75%, multiplied by 75%. For example, if the revenue is \$3 Million then the value of the OAL shares to be awarded will be $\$3,000,000 \times 0.75 \times 0.75 = \$1,687,500$. Your percentage share**

of those will be 14%. You may assign your rights to those shares to a spouse or partner (as nominated by you or your estate prior to September 10, 2001) only and you may dispose of up to 5% of your OAL equity to friends and family only on the basis that in either case they can only be further sold subject to first right of refusal to OAL, at fair market value, prior to September 11, 2003 after which they can be sold to any party.

- 4.5. In the event of a change in material ownership of more than 49% of the OAL shares it is intended that this contract will survive that change and be an obligation of the new owner/s.
- 4.6. The CEP benefits will be provided as described within 30 days of September 11, 2001
5. In year two and subsequent years you will participate in an Executive Option Plan (EOP) which will be determined by the board and designed to provide opportunities to acquire OAL shares based on business and personal performance.
6. Salary Package:
 - 6.1. September 18, 2000 to March 11, 2001: you will be paid a salary of \$80,000 per annum. This salary is inclusive of overtime.
 - 6.2. March 11, 2001 to September 11, 2001: before March 11, 2001 a performance review will be conducted and subject to you meeting performance targets your salary will be increased in line with market expectation and consistent with other staff of a similar seniority
 - 6.3. September 11, 2001 and beyond: your salary package will be reviewed on an annual basis, taking into account business performance, your performance and market conditions.
 - 6.4. In addition OAL will offer a bonus plan based on CommerceOL company performance. It is anticipated that bonuses of up to \$5,000 per annum in year one and up to \$10,000 in year two will be reasonably achievable, subject to business performance. Further details of this bonus plan will be provided separately.
 - 6.5. CommerceOL will also pay minimum statutory superannuation calculated at the applicable rate under the superannuation guarantee legislation to an approved superannuation fund of your choice.
7. Expenses will be reimbursed for mobile phone bills up to \$100 per month.
8. Subject to satisfying medical requirements as stipulated by the insurance company, you will be provided, after three months service with CommerceOL, with Term Life Insurance, details of which will be advised shortly, with minimum insurance cover in the event of your death of an amount to be advised, payable to your estate in accordance with your will.
9. You shall be entitled to four weeks holiday (exclusive of statutory provisions governing illness, injury, accident and public holidays) in each year to be taken at such time as the company shall consider most convenient having regard to the requirements of the company's business. Any holidays not taken will accrue from year to year, and a payment

in lieu of your accrued but untaken holiday leave based on your entire salary package will be made in the event of your death or the termination of your employment.

10. You shall also be entitled to a maximum of 8 days' sick leave in each year of employment. A certificate from a qualified medical practitioner may be required by CommerceOL for any sick leave in excess of two days or after two single days have been taken in any one year. Payment of sick leave in excess of entitlements will be at the sole discretion of CommerceOL. Untaken sick leave will accumulate from year to year, however no payment for unused sick leave will be made upon termination of employment.
11. During your employment you will be given access to information which is confidential to the company and/or its customers. You undertake to treat any information received, obtained or viewed in the course of employment as confidential. "Confidential Information" includes, but is not limited to, information concerning the commercial and/or financial arrangements or dealings, transactions or affairs of the company, its customers or any related companies. It is a condition of your employment that during and after your employment you will not divulge or disclose this Confidential Information, either directly or indirectly, to any person, corporation or any other legal entity or make use of this confidential information for any purpose other than for the business of the company. You must take all proper and effective precautions to prevent the disclosure of Confidential Information to unauthorised persons both during and after your employment with the company. On the cessation or termination of your employment with the company you must deliver all Confidential Information (including, without limitation, any information of a third party) in your possession, power or control to the company immediately. Any breach of the above conditions will be considered misconduct and may result in disciplinary proceedings or your employment being terminated.

12. Termination

- 12.1. The Company may terminate this agreement at any time without prior notice if you shall:
 - 12.1.1. commit any serious or persistent breach of any of the provisions of this agreement or
 - 12.1.2. be guilty of any grave misconduct or willful neglect in the discharge of your duties or
 - 12.1.3. become of unsound mind or
 - 12.1.4. be convicted of any criminal offence other than an offence which in the reasonable opinion of the Companies does not affect your position as an employee of the Companies or
 - 12.1.5. become permanently incapacitated by reason of accident or illness from performing your duties under this contract and for the purposes of this clause incapacity in excess of ninety (90) consecutive days or for an aggregate period of ninety (90) days in any period of twelve months shall be deemed to be permanent incapacity or
 - 12.1.6. be guilty of dishonesty, theft or misappropriation of property

- 12.1.7. abuse alcohol (excluding social alcohol consumption) or abuse drugs whilst on the company's premises or just prior to commencing work on the premises
- 12.2. You may terminate this agreement at any time without prior notice if OAL and its Directors shall, by judgment of a Court of Queensland:
 - 12.2.1. commit any serious or persistent breach of any of the provisions of this agreement and
 - 12.2.2. be collectively guilty of any grave misconduct or willful neglect in the discharge of their duties
 - 12.2.3. In such an event, OAL will provide 51% of CommerceOL to you and those of your peer OAL employees participating in CEP, in the same proportion you and they participate in CEP, and hand management control of CommerceOL to the CEP participants. OAL will be liable for the payment of reasonable costs associated with this transfer.
- 12.3. After October 11, 2001 either CommerceOL or you may terminate this agreement at any time by giving to the other notice for a period of not less than three months in writing. CommerceOL may provide payment in lieu of notice for this period.
- 13. CommerceOL will provide up to a non-cumulative maximum of \$300 per annum if requested for independent personal accounting and legal advice only in connection with this contract and to be directly invoiced to CommerceOL.
- 14. This is a full time position. By signing this agreement you agree that you will not conduct any other business or work for any other company in competition to or in conflict with your duties in and responsibilities to the Companies, or work for any other company in competition to the Companies whilst you are employed by the Companies, unless agreed otherwise by the parties to this agreement in writing
- 15. In consideration of your being offered employment with OAL, you further undertake that you shall not without the prior written consent of the Company from the date upon which you cease to be a shareholder, director, consultant or employee of the Company (whichever is the latter) until expiration of the following periods:
 - A/ six (6) months; or
 - B/ three (3) monthsfrom the date upon which you cease to be a shareholder, director, consultant or employee of the Company (whichever is the latter) as a principal, employee, agent, advisor, consultant, partner or otherwise for or with any person, be interested, engaged or involved in:
 - 15.1. any business or undertaking:
 - 15.1.1. of a like or similar kind to that undertaken by the Company; or

- 15.1.2. with a like or similar name to either the Business Name or the Company;
 - 15.2. any business or undertaking which competes with that of the Company;
 - 15.3. any business or undertaking which does, or seeks to do business, or otherwise deal with a person who is or was a customer, supplier, partner, joint venturer or strategic business associate of the Business at any time during the relevant period;
 - 15.4. any business or undertaking which solicits or entices employees of or contractors to the Company to terminate their engagement with the Company; or
 - 15.5. any attempt to solicit or entice employees of the Company to terminate their employment; PROVIDED HOWEVER that nothing contained in this clause shall in any way prohibit or restrict you from continuing the Directorships or any other directorships or appointments to which the Company has consented (such consent not to be unreasonably withheld).
16. You expressly acknowledge and agree that:
- 16.1. the only effective, fair and reasonable manner in which the interest of the Company can be protected is by the restraints imposed on you on the terms set out in this Agreement;
 - 16.2. you will have received adequate consideration such as normal salary for the restraint obligation undertaken in terms of this Agreement;
 - 16.3. before executing this Agreement:
 - 16.3.1. you were in a position to negotiate for the alteration or rejection of any of its provisions; and
 - 16.3.2. you obtained, or had the opportunity to obtain independent legal advice in relation to its terms.
- Clause 15 shall have effect as if each sub-clause, paragraph or alternatives were separate clauses, each one being severable from the others, such separate clauses consisting of the covenants contained in this clause for each separate period referred to in clause 15 and if any one of those separate clauses or any parts of clause 15 is held or found to be void, invalid or otherwise unenforceable it shall be deemed to be severed from this clause to the extent of the avoidance, invalidity or unenforceability but the remainder shall remain in full force and effect.
17. Any discovery, invention, secret process or improvement in procedure made or discovered by you whilst in the service of the Companies in connection with or in any way affecting the business or relating to the business of the Companies or capable of being used or adapted for use here-in in connection therewith shall forthwith be disclosed to the Companies and shall belong to and be the absolute property of the Companies as the Companies may nominate for the purpose. If you are required to do so by the Companies you shall at the expense of the Companies apply or join in applying for letters of patent or other such similar protection in Australia or any other part of the world for such discovery,

October 4, 2000

invention, process or improvement as aforesaid and will execute all documents and do all such things necessary for the vesting of the letters patent or other similar protection in the companies or their nominee absolutely. It is agreed, within this context, that there is an intent to share the benefits arising from this clause amongst the shareholders and, in addition, a small group of selected employees who clearly contribute substantially to obtaining such benefit and that this will be reasonably implemented by the Companies.

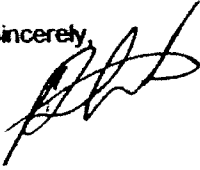
18. You will use all endeavours to maximise sales, revenue and profit for the companies
19. The terms and conditions of your employment can only be varied with your agreement and the agreement of the Board of Directors of CommerceOL.
20. Directors, Officers, and Contractors of OAL or the Companies will not be liable for the affairs of the Companies or Companies outside of standard Australian Corporate Law as it pertains to Directorships and Officers
21. The Directors of the Companies are unaware of any legal liability or liabilities against the companies
22. As at September 9, 2000, the Directors warrant the Companies as having no debts other than miscellaneous Current Liabilities and warrant Commerce Online as a "clean skin" company that has no trading history.
23. In the event of a dispute about this contract the parties submit to the non-exclusive jurisdiction of the Courts in Queensland.

I recommend that you take the opportunity to obtain independent legal and financial advice regarding the terms contained in this letter before confirming your acceptance of the terms.

October 4, 2000

I hope this document crystallises matters raised in our discussions to date and meets your requirements. Anticipating that it does and your resultant signature below, I wish you a very warm welcome to the Online Australia group of companies.

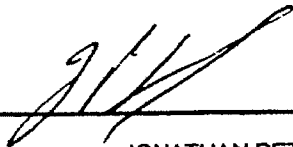
Sincerely,



Ritchie Hale
Managing Director
Commerce Online Pty Ltd

I have read and understood the above and am in agreement with it.

Signed



Employee Name: JONATHAN PETER IRONS

Purchase and Intellectual Property Assignment Agreement for Software

Online Australia (OAL) Pty Limited, ACN 085 262 308 ("Assignor") a proprietary limited Company with offices at Level 8, South Tower, 1 Railway St, Chatswood, Sydney, NSW, Australia and **Tradee Investments Ltd** ("Assignee"), an International Business Company with offices at Citco Building, Wickhams Cay, P.O. Box 662, Road Town, Tortola, British Virgin Islands, enter into this agreement for the purposes of transferring all ownership rights, including all intellectual property rights, in the software described in Attachment A ("Software") from Assignor to Assignee.

I. *Capacity to contract*

As Directors of Online Australia (OAL) Pty Limited we warrant that we have the requisite power and authority to enter into this Agreement on behalf of Online Australia (OAL) Pty Limited, and Online Australia (OAL) Pty Limited has the power and authority to perform its obligations under this Agreement.

II. *Consideration*

You acknowledge you are entering into this agreement in exchange for the sum of AUD\$193,607.00 such sum to be paid in full by 31st December, 2003 or on successful capital raising of in excess of cumulative US\$1.5 million dating from after September 1, 2001 or on attaining cumulative net earnings of AUD \$400,000 arising from sales of products developed using the software whichever event comes first.

III. *Definition of Intellectual Property Rights*

"Intellectual Property Rights" include, but are not limited to,

- A. copyright in all aspects of the Software including, but not limited to, source code, machine or object code, design components, look and feel of the software, displays, documentation and derivative works;
- B. rights to any inventions, ideas, processes, techniques, designs, know-how, or discoveries embodied in the software which might be protectable under patent, trade secret or other state or federal laws;
- C. any trademarks, trade names, trade dress or other protectable marks associated with the Software and its marketing;
- D. any moral rights, renewal rights, reversion rights and any other rights Assignor might be deemed to have, retain, or acquire by operation of law or otherwise.

~~IV. *Warranty of Ownership/Authority to Transfer Intellectual Property Rights in Software*~~

Assignor makes the following warranties:

- Assignor created, and is the original rights holder, of the Software.
- Assignor is the current owner of all intellectual property rights in the Software.
- Assignor has full right and authority to transfer ownership of all intellectual property rights in the software.

V. *Transfer of Intellectual Property Rights*

- A. Assignor grants, transfers, and assigns to Assignee and its successors and assigns all right, title and interest in the Software and its associated intellectual property as defined in section III of this agreement.
- B. Assignor acknowledges it will retain no rights to the Software or associated intellectual property.
- C. Assignor agrees to assist Assignee at Assignee's expense and take all actions and execute any conveyances, assignments or other documents necessary to establish and protect Assignee's rights in Software and associated intellectual property. Establishment and protection of Assignor's rights includes, but is not limited to,
1. application for,
 2. registration of,
 3. proceedings to defend,
 4. proceedings to enforce, or
 5. infringement proceedings related to
- patent, trademark, copyright, trade secret, unfair competition or other analogous protections in any country throughout the world. Assignor's obligations under this paragraph include the obligation to execute future assignments or extensions which may be necessary upon accrual of renewal, reissue, reversion or other rights Assignor might acquire in the Software at any point in the future by operation of law or otherwise. Assignor's obligations are binding on Assignor and its successor's, heirs and assigns for the duration of Assignee's ownership of the intellectual property rights in Software subject only to Assignee's obligation to compensate Assignor at a reasonable rate for actual time spent at Assignee's request for assistance.
- D. In the event we are unable for any reason, after reasonable effort, to obtain your signature on any document needed to establish or protect our rights described in paragraph C of this section, you hereby appoint James E Green, 7th Floor, 550 West Jackson, Chicago, Illinois, USA, to be your agent and attorney-in-fact with the power to execute all such documents on your behalf with the same legal force and effect as if executed by you.
- E. You acknowledge there are no currently existing intellectual property rights related to Software, which are to be excluded from coverage under this agreement.

VI. *Confidentiality*

Assignor agrees not to disclose non-public, confidential, or proprietary information related to the Software to any third parties without the agreement of the Assignee. Assignor also agrees to take reasonable and necessary measures to protect non-public, confidential, or proprietary information related to the Software from disclosure to third parties or the public.

VII. *Warranties, Indemnification and Compliance with Laws*

Assignor warrants that to the best of the Assignors knowledge, the Software does not infringe any intellectual property rights belonging to third parties. Assignor agrees to defend and hold Assignee harmless against any claim of infringement of third party rights related to Software. Assignor also agrees not to enter into any agreement in conflict with any provision of this agreement

In addition to indemnification clauses in other sections of this agreement, Assignor hereby agrees to indemnify, defend and hold harmless Assignee, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorney's fees and costs) of any nature whatsoever incurred or suffered by Assignee (collectively the "losses"), in so far as such losses (or actions in respect thereof) arise out of, are related to, or are based on or are reasonably related to the breach of any representation, warranty, obligation or covenant agreed to by Assignor in this agreement. This clause shall also be effective against Assignor's heirs, assigns, or representatives.

Both parties agree to abide by all Australian and British Virgin Island federal, state and local laws, regulations and ordinances relevant to the subject matter of this agreement.

VIII. *Damages and relief*

Assignor acknowledges its failure to carry out any of its obligations under this agreement or breach of any provision of this agreement by it will constitute immediate and irreparable damage to Assignee, which cannot be adequately compensated by money damages and will warrant preliminary and other injunctive relief, specific performance and other equitable relief. Assignor also consents to the issuance of such equitable relief and agrees no bond or other security shall be required for Assignee to obtain any such equitable relief. This provision does not limit any other enforcement actions or remedies which may be available for breach of any provision of this agreement.

Assignee will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement other than the consideration set out in section II and the additional compensation obligations set out in section V(C) on intellectual property rights, even if we have been advised of the possibility of such damages.

IX. *Modification clause*

~~Modifications of this agreement shall be effective only if made in a writing signed by all parties.~~

X. *Construction of this agreement*

- A. The terms and conditions included or incorporated by reference in this agreement constitute the entire agreement between the parties on the subjects covered by this agreement.
- B. This agreement shall be binding upon the original parties, and their successors, heirs and assigns.
- C. This agreement shall be construed as a whole and not in favor of either party. For example, no provision shall be construed against the party responsible for the language of the provision. Each provision shall be given its fair meaning. The paragraph headings have been added for convenience and shall not be used to interpret the agreement.
- D. The rights, remedies and obligations under this agreement are cumulative. The exercise of any rights and remedies by either party under this agreement or any other agreement shall not preclude or waive that party's right to exercise any and all other rights and remedies. A failure of either party, intentional or otherwise, to exercise in any instance any right under this agreement or any other agreement or law instance does not constitute a waiver of any rights related to any other instance. Any waiver of rights by either party must be made in a writing signed by the waiving party.
- E. Severability and Substitution - If any part of this agreement is determined to be invalid or unenforceable, including but not limited to, the non competition and liability limitations, the remainder of the agreement shall continue in effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.
- F. Choice of law - This agreement shall be governed by the laws of the British Virgin Islands and the parties expressly agree to waive any choice of law rules which would result in the application of any other law to the construction or validity of this agreement.
- G. Choice of forum - The parties agree to jurisdiction and venue exclusively in the Court system in the British Virgin Islands for any litigation arising out of or related to this agreement. In actions related to this agreement where federal courts have exclusive jurisdiction, the parties agree to jurisdiction and venue exclusive in the Court system in the British Virgin Islands.

XI. *Independent Investigation*

All parties acknowledge they have read this agreement and freely and voluntarily agree to all its terms and conditions without modification. Each party understands this agreement ~~affects intellectual property and other rights and acknowledges it has had the opportunity~~ to consult legal counsel regarding this agreement. Each party has independently evaluated the desirability of entering into this agreement and is not relying on any representation, guarantee, or statement other than as set forth in this agreement.

Assignor:

By:

Print name of person signing:

MARK BRADLEY
Title: Director, Aukin Australia

Date:

22/8/01

Assignee:

By:

Print name of person signing:

GARRY JOB
Title: Director, TRACEE INVESTMENTS LTD

Date:

22nd August 2001

Attachment A

1

Software includes ownership of Australian Patent Provisional Application No PR6457, which is entitled "Database Adapter", to IP Australia (their filing reference number 106508) which was filed at the Patent Office on the 18th July 2001

2

Trademark Application Number 882678 filed with IP Australia on 16th July 2001 for the word "easyAdapter"

3

All domain names using the words "easyAdapter", and "MQLite" including

- EASYADAPTER.COM
- EASYADAPTER.NET
- MQLITE.COM
- MQLITE.NET
- MQLITE.BIZ
- MQLITE.INFO
- TRALEESOFTWARE.COM
- TRALEE.NET