

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Hamish OGILVY</td> <td>03/15/2012</td> </tr> <tr> <td>Owen James PRIME</td> <td>03/15/2012</td> </tr> <tr> <td>Phillip Anthony BURNS</td> <td>03/15/2012</td> </tr> </tbody> </table>		Name	Execution Date	Hamish OGILVY	03/15/2012	Owen James PRIME	03/15/2012	Phillip Anthony BURNS	03/15/2012		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>AMPLIFIED SEMANTICS PTY LTD</td> </tr> <tr> <td>Street Address:</td> <td>Unit 5, 1 Beach Road</td> </tr> <tr> <td>City:</td> <td>Bondi Beach NSW</td> </tr> <tr> <td>State/Country:</td> <td>AUSTRALIA</td> </tr> <tr> <td>Postal Code:</td> <td>2026</td> </tr> </table>		Name:	AMPLIFIED SEMANTICS PTY LTD	Street Address:	Unit 5, 1 Beach Road	City:	Bondi Beach NSW	State/Country:	AUSTRALIA	Postal Code:	2026
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
Fax Number: 2483583351 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 248-358-4400 Email: dgreig@brookskushman.com Correspondent Name: Brooks Kushman P.C. Address Line 1: 1000 Town Center, Twenty-Second Floor Address Line 4: Southfield, MICHIGAN 48075											
ATTORNEY DOCKET NUMBER:	SHLS0112PUSA										
NAME OF SUBMITTER:	Denise Greig										
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ASSIGNMENT OF INTELLECTUAL PROPERTY

Dated: Thursday, 15 March 2012.

PARTIES

- (1) **Hamish Ogilvy**, an Australian citizen of 5/1 Beach Rd, Bondi Beach NSW 2026;
- (2) **Owen James Prime**, an Australian citizen of 15 Greendale Place, Pymble NSW; and
- (3) **Phillip Anthony Burns**, an Australian citizen of 9/24 Cammeray Rd, Cammeray NSW 2062

collectively referred to hereinafter as **The Assignors**

and

Amplified Semantics Pty Ltd (ACN:155 900 360) as Trustee for (ATF) Sajari IP Unit Trust (**The Assignee**)

having a place of business at Unit 5, 1 Beach Road, Bondi Beach NSW 2026

RECITALS

- A. The Assignors are the Inventors and Owners of certain inventions (**The Invention**) relating to
A DOCUMENT ANALYSIS AND ASSOCIATION SYSTEM AND METHOD
as described in an application for an International (PCT) Patent Application filed by the Assignors on 24 September 2010, which has been accorded **PCT Application No. PCT/AU2010001259 (The Patent Application)**
- B. The Assignors are the Applicants of The Patent Application.
- C. The Assignee is desirous of acquiring ownership of The Invention.
- D. The Assignors have agreed, as at the date of this Deed, to assign to the Assignee all the Assignors' right, title and interest in and to the Invention and The Patent Application including the right to apply for corresponding intellectual property rights in any country or region worldwide (**The Territory**)

OPERATIVE PROVISIONS

1 Assignment of Intellectual Property Rights

Assignment

- 1.1 For good and valuable consideration, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignors hereby assign absolutely to the Assignee as at the date of this Deed all current and future rights, title and interest to The Invention including the whole of any rights the Assignors may have throughout The Territory in relation to:
- 1.1.1 the Invention, including but not limited to the right to apply for the grant of Patent Rights in respect of the Invention including the Patent Application, and the Related Documentation, in any country of the world and acknowledges that all future Intellectual Property Rights arising in relation to or out of the Invention, the Patents, or Related Documentation vest in the Assignee on and from creation;
 - 1.1.2 the Patent Application, including but not limited to the right to claim priority from the Patent Application in respect of applications made for the grant of a patent anywhere in the world;
 - 1.1.3 all Patent Rights related and/or arising from the Invention or The Patent Application including, but not limited to, any divisionals, continuations, patents of addition, or innovation patents pertaining to the Invention or in relation to Improvements thereto or arising therefrom throughout The Territory and
 - 1.1.4 the right to bring legal proceedings, and to obtain any relief to which the Assignor would have been entitled but for this paragraph, in respect of any infringement of its rights in relation to the Invention which occur before or after the date of this Deed, and

Assignment includes rights in relation to past infringement

- 1.2 This assignment includes all rights the Assignors have or may acquire in relation to any infringement of the Intellectual Property Rights in the Invention before the date of this Deed.

Moral rights

- 1.3 The Assignors consent to the use by the Assignee and its nominees of the Invention and all Intellectual Property Rights in the Invention whether or not such use would, but for this clause, infringe the Moral Rights of the Assignors.

Inventor's duty to assist Assignee

- 1.4 The Assignors/inventors must, at the Assignee's expense, do anything the Assignee asks the Assignors to do (including signing documents) that is necessary for the Assignee to obtain full ownership of the Invention, all Intellectual Property Rights in the Invention, the Patents, and the Related Documentation or that assists the Assignee in any proceedings relating to the Invention, the Intellectual Property Rights in the Invention, the Patents, or the Related Documentation.

2 Warranties

2.1 As at the date of this Deed, the Assignors warrant that:

- 2.1.1 the Assignors are the owners of the Invention, all Intellectual Property Rights subsisting in or relating to the Invention, the Patents, and the Related Documentation;
- 2.1.2 neither the execution of this deed nor the performance of the Assignor's obligations under this deed will cause the Assignor to be in breach of any agreement to which the Assignors are a party or subject;
- 2.1.3 the Assignors have not assigned, transferred, licensed, encumbered or otherwise conveyed any right, title or interest in or to any of the Invention, the Intellectual Property Rights in the Invention, the Patents or the Related Documentation to any person or entity;
- 2.1.4 the Assignors have the authority and capacity to assign the Invention, all the Intellectual Property Rights in the Invention, the Patents and the Related Documentation to the Assignee;
- 2.1.5 All right, title and interest in the Invention, all Intellectual Property Rights in the Invention, the Patents, and the Related Documentation are assigned to the Assignee free from any encumbrance;
- 2.1.6 the Assignors have no agreement(s), relationship(s) or commitment(s) with or to any other person or entity which may conflict with any of the Assignor's' obligations under this Deed;
- 2.1.7 Use of the Invention, the Patents, or the Related Documentation will not require the consent of, or payment of any money to, any third party; and
- 2.1.8 the Assignors are not aware of any fact by which the Patent Rights may be declared invalid or any claim by which the Patent Rights should be amended.

Non-infringement

2.2 As at the date of the Deed, the Assignors warrant that:

- 2.2.1 The Assignors are not aware of any information as to whether the Invention, Patents and the Related Documentation would infringe any third party's Intellectual Property Rights or Moral Rights;
- 2.2.2 each of the Invention, the Patents, and the Documentation is original and not copied from any other works or material; and
- 2.2.3 the Related Documentation provided to the Assignee by the Assignors is everything needed to understand, use and fully exploit the Invention.

Indemnification

2.3 The Assignors indemnify and will keep indemnified the Assignee in respect of all loss, damages, expenses, Claims suffered or incurred by the Assignee or awarded against the Assignee arising from a claim that the Assignee's ownership or use of any of the Invention,

the Patents, and the Related Documentation or any derivative product constitutes an infringement of the Intellectual Property Rights or Moral Rights of any other person.

3 Announcements

3.1 The Assignors must not make or authorise any public announcement or communication relating to this Deed or the Invention without the prior written consent of the Assignee, except that the Assignors may make a disclosure in relation to this document:

- 3.1.1 to its professional advisers, bankers, insurers, auditors, financial advisers, financiers and other consultants who undertake to keep strictly confidential any information disclosed to them; or
- 3.1.2 to comply with any applicable law or requirement of any regulatory body or government agency including any relevant stock exchange.

4 Release

- 4.1 The Assignors release the Assignee and their assigns and licensees from all Claims which the Assignors (or any party claiming through the Assignors) may have (whether before or after the date of this Deed) in respect of or in relation to the assignment or use of the Invention, the Patents, and/or the Related Documentation to/by the Assignee or their assigns or licensees and/or the production, sale or other exploitation of the Invention, the Patents and/or the Trade Marks by the Assignee or their assigns or licensees.
- 4.2 The Assignors acknowledge and agree that the release provided in clause 4.1 of this Deed may be pleaded as a bar to any action, suit or proceeding commenced now or taken at any time by the Assignors against the Assignee or its assigns or licensees or their officers or employees with respect to or in relation to the matters referred to in clause 4.1.

5 Miscellaneous

Variation

- 5.1 No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.

Assignment

- 5.2 The Assignee may assign its rights under this Deed without the consent of the Assignors.

Governing law and jurisdiction

- 5.3 This Deed is governed by the law of New South Wales and the parties:
 - 5.3.1 submit to the non-exclusive jurisdiction of its courts and courts of appeal from them; and
 - 5.3.2 will not object to the exercise of jurisdiction by those courts on any basis.

Severability of Provisions

- 5.4 Any provision of this Deed that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

Further assurances

- 5.5 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Deed and all transactions incidental to it.

Legal costs

- 5.6 The Parties will bear their own costs, including legal costs, in connection with the preparation and execution of this Deed.

Counterparts

- 5.7 This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one and the same instrument.

6 Definitions and interpretation

- 6.1 In this Deed the following definitions apply:

Claims means any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments either at law or in equity or arising under the provisions of any statute.

Related Documentation means all written manuals or information relevant to the Invention including users' manuals, modification manuals, flow charts, drawings, listings and computer code which are designed to assist or supplement the development, understanding or application of the Invention.

Intellectual Property Rights means copyright, know-how, trade marks (whether registered or not), patents, patent applications, designs, eligible circuit layouts, technical and other confidential information and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 and any rights in or to any inventions.

Invention means the invention as more fully described in the Patent application.

Improvements means

a) any modification or variation of a Covered Product (the subject of The Patent Application) or component thereof,

b) any method of manufacturing or using a Covered Product, or

c) any modification or variation of a Covered Method (the subject of The Patent Application) or step thereof, which affects a Covered Product or a Covered Method by 1) reducing its production or use costs, 2) improving its performance, 3) increasing its service life, 4) broadening its applicability, 5) increasing its marketability, or 6) otherwise enhancing its competitive value.

Moral Rights means any of the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being 'droit moral' or other analogous rights arising under any statute (including the Copyright Act 1968 (Cth)).

Patents means the patents and patent applications specified in this Deed, if any.

6.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

- 6.2.1 headings are inserted for convenience only and do not affect the interpretation of this Deed;
- 6.2.2 a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed;
- 6.2.3 an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- 6.2.4 a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders; and
- 6.2.5 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

Execution and date

Executed as a deed.

Executed by **AMPLIFIED SEMANTICS PTY LTD (ACN:155 900 360)** AS TRUSTEE FOR (ATF) THE SAJARI IP UNIT
TRUST in accordance with s127(1) of the
Corporations Act 2001(Cth):

.....
Signature of director

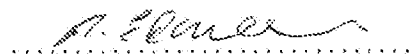
.....
Name of director (print)

Date:

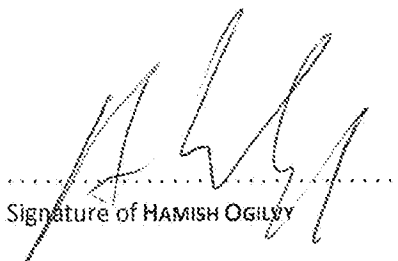
.....
Signature of director/company secretary

.....
Name of director/company secretary (print)

Signed, sealed and delivered by HAMISH OGILVY in
the presence of:



Signature of witness



Signature of HAMISH OGILVY

NICHOLAS EDMONDSON

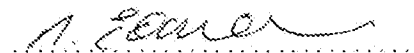
Name of witness (print)

Date: Thursday, 15 March 2012

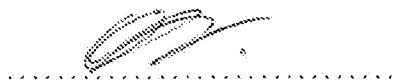
Signed, sealed and delivered by

OWEN JAMES PRIME

in the presence of:



Signature of witness



Signature of OWEN JAMES PRIME

NICHOLAS EDMONDSON

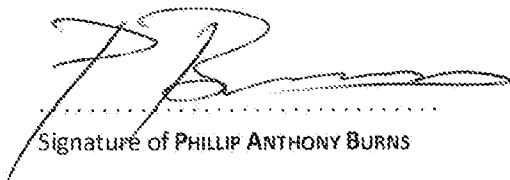
Name of witness (print)

Date: Thursday, 15 March 2012

Signed, sealed and delivered by PHILLIP ANTHONY
BURNS in the presence of:



Signature of witness



Signature of PHILLIP ANTHONY BURNS

NICHOLAS EDMONDSON

Name of witness (print)

Date: Thursday, 15 March 2012