

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Trevor Drake	03/09/2011
RECEIVING PARTY DATA	
Name:	Solid Racks Pty Limited
Street Address:	2-4 William Street
Internal Address:	Units 1 and 2
City:	Brookvale
State/Country:	AUSTRALIA
Postal Code:	NSW 2100
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13582764
CORRESPONDENCE DATA	
Fax Number:	2033231803
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(203) 323-1800
Email:	pto@gordonjacobson.com
Correspondent Name:	Gordon & Jacobson, P.C.
Address Line 1:	60 Long Ridge Road
Address Line 2:	Suite 407
Address Line 4:	Stamford, CONNECTICUT 06902
ATTORNEY DOCKET NUMBER:	HAC-058
NAME OF SUBMITTER:	Jay P. Sbrollini
Signature:	/Jay P. Sbrollini/
Date:	05/07/2013

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Total Attachments: 7

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HALFORDS IP

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Deed of Assignment and Confirmation

Trevor Drake

Wood Appeal Pty Ltd

ACN 003 655 767

And

Solid Racks Pty Limited

ACN 149 673 601

This deed of assignment and confirmation

is made between the following parties:

Trevor Drake c/- Wood Appeal Pty Ltd Units 1 and 2, 2-4 William Street, Brookvale NSW 2100 AUSTRALIA (Drake)	Wood Appeal Pty Ltd ACN 003 655 767 Units 1 and 2, 2-4 William Street, Brookvale NSW 2100 AUSTRALIA (Wood)
Solid Racks Pty Limited ACN 149 673 601 Units 1 and 2, 2-4 William Street, Brookvale NSW 2100 AUSTRALIA (Solid)	

Recitals

- A. The inventions included in the patent applications listed in Part A in the schedule to this deed, and those other rights listed in Parts, D, E and F to the schedule to this deed will be referred to as **The Intellectual Property**.
- B. The inventions included in the patent applications listed in Part B in the schedule to this deed, and those other rights listed in Parts, D, E and F to the schedule to this deed will be referred to as **The Assigned IP**.
- C. The applications listed in Parts A and B in the schedule to this deed are to be completed in a PCT application, which will claim priority from the applications listed in Parts A and B, to be filed on 10 March 2011 and identified in Part C in the schedule to this deed. This PCT application has additional inventions and improvement inventions and these will be referred to as **The Improvements**.
- D. By means of a previously executed assignment Drake assigned to Wood all rights title and interest he may have had in respect of The Assigned IP.
- E. Drake is and was a director and employee of Wood at the time of inventing the inventions which are included in the patent applications listed in Parts A, B and C in the schedule to this deed.
- F. Drake wishes to confirm that he invented the inventions of The Assigned IP, The Intellectual Property and The Improvements in the course and scope of his duties as an employee of Wood and in accord with his duties as a director.
- G. Wood wishes to confirm that it has acquired all right, title, and interest that Drake may have had in respect of the Assigned IP by means of an agreement with Drake.
- H. Drake wishes to confirm that he has assigned to Wood, the right, title, and interest he had in the Assigned IP, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.
- I. Drake wishes to confirm that any right, title and interest he may have in respect of The Intellectual Property, was owned by Wood at the time of filing of the application listed in Part A in the schedule to this deed.

- J. Drake wishes to assign to Wood any right, title and interest he may have in respect of The Improvements.
- K. In the event that Drake has any right, title and interest in The Intellectual Property or The Improvements pursuant to the recitals above, Drake wishes to assign to Wood that right, title and interest in The Intellectual Property and The Improvements, including any right to claim convention priority and the right to file applications for patents, designs, utility models, registration of copyright or any other intellectual property in respect of The Intellectual Property and The Improvements, in respect of any country or jurisdiction including PCT applications, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.
- L. By arrangements between Wood and Solid, Wood wishes to assign to Solid, and Solid wishes to receive from Wood, all right, title and interest Wood owns in respect of The Assigned IP, The Intellectual Property and The Improvements.

This deed witnesses

that in consideration of, among other things, the payment by Wood to Drake, and by Solid to Wood of AU\$1, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) Drake assigns to Wood:
 - (1) all of Drake's interest in The Intellectual Property and The Improvements; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Intellectual Property which may have occurred before this assignment.
- (b) The assignment of paragraph (a) above is effective on 10 November 2010 in respect of application 2010904997 of The Intellectual Property and is effective as of the date of signing of this assignment in respect of The Improvements.
- (c) Wood assigns to Solid:
 - (1) all of Wood's right title and interest in The Assigned IP, The Intellectual Property and The Improvements; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Assigned IP, The Intellectual Property or The Improvements which may have occurred before this assignment.
- (d) The assignment of paragraph (c) above is effective on the date of signing of this assignment in respect of The Assigned IP, The Intellectual Property and The Improvements.

2 Confirmations

- (1) Drake confirms that he invented the inventions of The Assigned IP, The Intellectual Property and The Improvements in the course and scope of his duties as an employee of Wood and in accord with his duties as a director.
- (2) Wood confirms that it has acquired all right, title, and interest that Drake may have had in respect of the Assigned IP by means of an agreement with Drake.
- (3) Drake confirms that he has assigned to Wood, all right, title, and interest he had in the Assigned IP, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.
- (4) Drake confirms that any right, title and interest he may have in respect of The Intellectual Property, was owned by Wood at the time of filing of the applications listed in Part A in the schedule to this deed.

3 Registering this deed and further action

- (a) Solid must pay any fees or costs in relation to registering this deed.
- (b) Drake and Wood must execute any documents and do any other things that Solid reasonably requests to:
 - (1) enable Solid to have its ownership of The Assigned IP, The Intellectual Property and The Improvements registered in any appropriate registry;
 - (2) enable Solid to file or prosecute in its name any application for a patent, design or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country or via a PCT application; and
 - (3) give effect to the terms of this deed.

4 Counterparts

If this deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

5 General

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
 - (1) words importing the singular include the plural and vice versa;
 - (2) a reference to a person includes a corporation; and
 - (3) a reference to a person includes that person's successors and legal personal representatives.

Schedule – Intellectual Property

A. The applications and the inventions disclosed in:

Jurisdiction and Type	Application No.	Date filed	Invention title
Australia Patent	2010904997	10 November 2010	A Rack System and Bracket

B. The applications and inventions disclosed in:

Jurisdiction and Type	Application No.	Date filed	Invention title
Australia Patent	2010900999	10 March 2010	A Rack System
Australia Patent	2010902611	15 June 2010	A Rack System

C. The inventions disclosed in the following but not in Parts A & B above:

Jurisdiction and Type	Application No.	Date filed	Invention title
PCT Patent	TBA	10 March 2011	A Rack System and Bracket

D. Priority rights:

Rights to claim priority under any applicable international convention for patent applications relating to the inventions that are the subject of the patent applications listed in A, B and C above.

E. Artistic works:

Artistic works including models, drawings, etchings and computer generated images relating to the inventions that are the subject of the applications listed in A, B and C above.

F. Copyright:

All copyright and all other right or forms of protection of a similar nature which may subsist anywhere in the world in every drawing which depicts the inventions that are the subject of the applications listed in A, B and C above but without limitation to drawings which have been used in the applications in A, B and C above.

Executed as a deed:

Signed sealed and delivered by

Trevor Drake

Trevor Drake

in the presence of:

Witness Signature: K Morris

Witness name (please print): Kate Morris

Date signed: 9th March 2011

Executed by

Wood Appeal Pty Ltd

ACN 003 655 767

pursuant to s.127 of the *Corporations Act*

by:

Trevor Drake

TREVOR DRAKE- Director

[Signature]

NICOLLE DRAKE- Director

Date signed: 9/3/2011

Executed by

Solid Racks Pty Limited

ACN 149 673 601

pursuant to s.127 of the *Corporations Act*

by:

Trevor Drake

TREVOR DRAKE- Director

[Signature]

NICOLLE DRAKE- Director

Date signed: 9/3/2011