

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Scott Peberdy	03/07/2013
RECEIVING PARTY DATA	
Name:	Outereef Surfboards Australia
Street Address:	73 Phillip Island Road
City:	San Remo, Victoria
State/Country:	AUSTRALIA
Postal Code:	3925
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13811571
CORRESPONDENCE DATA	
Fax Number:	2062240779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(206)682-8100
Email:	efiling@cojk.com
Correspondent Name:	Gary S. Kindness, Esq.
Address Line 1:	Christensen O'Connor Johnson Kindness
Address Line 2:	1420 Fifth Avenue, Suite 2800
Address Line 4:	Seattle, WASHINGTON 98101-2347
ATTORNEY DOCKET NUMBER:	GRFT140590
NAME OF SUBMITTER:	Gary S. Kindness
Signature:	/Gary S. Kindness/
Date:	05/21/2013
Total Attachments: 6	

OP \$40.00 13811571

source=40590_Assignment_to_Outereef##page1.tif
source=40590_Assignment_to_Outereef##page2.tif
source=40590_Assignment_to_Outereef##page3.tif
source=40590_Assignment_to_Outereef##page4.tif
source=40590_Assignment_to_Outereef##page5.tif
source=40590_Assignment_to_Outereef##page6.tif

DATED: 7/3/13

Scott Peberdy

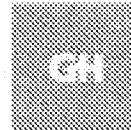
- and -

Outereef Surfboards Australia

**CONFIRMATORY INTELLECTUAL PROPERTY
ASSIGNMENT DEED**

GRIFFITH HACK

GRIFTHACK
100-201
100-201
100-201



Melbourne Office
Level 10, 161 Collins St
VIC 3000 Australia
GPO Box 1285 Melbourne
VIC 3001 Australia

Telephone +61 3 9243 8300
Facsimile +61 3 9243 8333
ghmelb@griffithhack.com.au
www.griffithhack.com.au

CONFIRMATORY DEED OF ASSIGNMENT

THIS DEED is made the day of 20

BETWEEN: Scott Peberdy
 73 Phillip Island Road
 San Remo
 VIC 3925 Australia
 (the *Assignor*)

AND: Outereef Surfboards Australia
 73 Phillip Island Road
 San Remo
 VIC 3925 Australia
 (the *Assignee*)

BACKGROUND

- A: The Assignor is the inventor of the Invention (as defined in this Deed)
- B: In about June 2010, the Assignor assigned to the Assignee all of the Intellectual Property Rights directly or indirectly related to the Invention and the Patent (as defined in this Deed).
- C: By the execution of this Confirmatory Deed of Assignment, the Assignor wishes to make clear and confirm that:
- (a) He has irrevocably assigned all Intellectual Property Rights directly or indirectly relating to the Invention to the Assignee; and
- (b) He has entirely relinquished all claims he might otherwise have in relation to the Patent, the Invention and all Intellectual Property Rights directly or indirectly related to the Invention and the Patent.

1. Definitions and Interpretation**1.1. Definitions**

Confidential Information means all information that is not in the public domain that is by its nature confidential or that has been designated as confidential by the disclosing party, and includes all trade secrets, know how, financial information and other commercially or scientifically valuable

information of whatever description and in whatever form (whether written or oral, visible or invisible);

But does not include information which:

- (a) is or lawfully becomes public knowledge other than by a breach of this Deed; or
- (b) is in the possession of the recipient of the information without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that recipient; or
- (c) has been independently developed or acquired by the recipient of the information without direct or indirect reference to any of the confidential information.

Effective date means June 2010;

Intellectual Property Rights means intellectual property rights of every kind or any legal or beneficial interest, title or rights, of a proprietary nature, (whether registered or unregistered), including those in or arising from any inventions, patents, copyright (including future copyright), trade marks, designs, circuit layouts, Confidential Information (to the extent that such information is considered proprietary), trade secrets, reputation, goodwill and know-how anywhere in the world;

Invention means the invention disclosed in the Patent;

Party means a party to this Deed;

Patent means Australian 2010903227 entitled "Fin Assembly".

1.2. Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and *vice versa*, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or a schedule or annexure to, this Deed and a reference to this Deed includes any schedule or annexure;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions; and
- (e) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it.

2. Confirmation of Assignment

The Assignor, hereby confirms that he has assigned or alternatively hereby assigns to the Assignee, and the Assignee accepts the assignment of:

- (a) all Intellectual Property Rights directly or indirectly relating to the Invention;
- (b) to the full extent that the Assignor has any right, title or interest in the Patent, all such right, title and interest;
- (c) all the Assignor's rights (if any) to take action against any third party in respect of any infringement of the Patent (whether the infringement occurred on or before the Effective Date);
- (d) all the Assignor's rights (if any) in all copyright (including future copyright) in any literary, artistic or other work which is directly or indirectly related to or records or embodies the Invention; and
- (e) all the Assignor's rights (if any) to apply to reinstate or obtain any patent registrations in respect of any aspect of the Invention (including the Patent) and any other related Intellectual Property Rights in any jurisdiction.

3. Acknowledgements

The Assignor acknowledges and agrees that:

- (a) from the Effective Date, it has no right to the Invention or any part of it or the Patent and must not seek to exercise any right in ~~the~~ **PATENT** the

Invention or the Patent except pursuant to any rights specifically granted to the Assignee by the Assignee (or its successors or assigns or licensees);

- (b) the Assignor will continue to hold as confidential any Confidential Information that is confidential at the Effective Date and will not disclose such Confidential Information to any person other than the Assignee.

4. Further assurances

4.1. The Assignor warrants that he is:

- (a) the sole, true and first inventor of the Invention; and is
- (b) entitled to assign all Intellectual Property Rights in the Invention to the Assignee.

4.2. The Assignor agrees to execute all documents, forms and authorisations and to do any and all such acts and things as may be reasonably necessary in order to vest in the Assignee the rights assigned to the Assignee under clause 2 of this deed and, where necessary, execution of any further confirmatory assignments where reasonably requested by the Assignee.

5. Miscellaneous

5.1. Alterations

This deed may be altered only in writing signed by each party.

5.2. Costs

Each party must pay its own costs of negotiating, preparing and executing this deed.

5.3. Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

5.4. Assignability

The Assignor acknowledges and agrees that the Assignee may assign its rights under this Deed to any third party.

5.5. Tax

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed shall be paid by the Assignee.

5.6. Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this Deed continue in force.

5.7. Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

5.8. Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

5.9. Entire agreement

This Deed constitutes the entire agreement between the parties in connection with the subject matter of this deed.

5.10. Governing law and jurisdiction

This deed is governed by the laws of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the court of Victoria, Australia.

EXECUTED AS A DEED

SIGNED by
Scott Peberdy
73 Phillip Island Road
San Remo
VIC 3925 Australia

)} Scott Peberdy
)} [signature and position]
)} SCOTT PEBERDY
)} [name of signatory]

SIGNED by
Outereef Surfboards Australia
ABN: 57 432 710 958
73 Phillip Island Road
San Remo
VIC 3925 Australia

)} Scott Peberdy
)} [signature and position]
)} SCOTT PEBERDY
)} [name of signatory]