

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
S.F.A. Holdings PTY LTD	10/08/2012
RECEIVING PARTY DATA	
Name:	W.E.S.T. Holdings (WA) PTY LTD
Street Address:	100 Railway Road
City:	Subiaco
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5836511
Patent Number:	5988516
CORRESPONDENCE DATA	
Fax Number:	3038630223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303 863-9700
Email:	mmcintyre@sheridanross.com
Correspondent Name:	Michael Andrew McIntyre
Address Line 1:	1560 Broadway
Address Line 2:	Suite 1200
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	1037SK-1 AND 1037SK-1-DIV
NAME OF SUBMITTER:	Michael Andrew McIntyre
Signature:	/Michael Andrew McIntyre/
Date:	06/17/2013

CH \$80.00 5836511

Total Attachments: 12

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2012

**S.F.A. HOLDINGS PTY LTD
(ACN 153 974 746)**

and

**W.E.S.T. HOLDINGS (WA) PTY LTD
(ACN 160 394 338)**

**Deed of Assignment of
Intellectual Property**

TAYLOR SMART
LAWYERS & NOTARIES

1 Regal Place
EAST PERTH WA 6004
Telephone: (08) 9325 8266
International: +61 8 9325 8266
Facsimile: (08) 9325 2895

Ref: GES:JO:33513

THIS DEED is made the 8 day of October 2012

BETWEEN

S.F.A. HOLDINGS PTY LTD (ACN 153 974 746) (formerly known as Sola-Kleen IP Pty Ltd) of 24 Bassendean Road, Bayswater, Western Australia ("the Vendor")

AND

W.E.S.T. HOLDINGS (WA) PTY LTD (ACN 160 394 338) of Nissen Kestel Harford, 100 Railway Road, Subiaco, Western Australia ("the Purchaser")

BACKGROUND

- A. The Vendor has permitted **S.F.A. NOMINEES PTY LTD (ACN 153 974 737)** to carry on business under the name "Sola-Kleen" and to use the Business IP by way of a Licensing Agreement.
- B. The Purchaser has agreed to purchase the Sola-Kleen Business pursuant to an Agreement To Purchase A Business As A Going Concern dated on or about the date of this Deed ("the Business Sale Agreement").
- C. The Vendor has agreed to sell its intellectual property rights in the Sola-Kleen Business IP to the Purchaser.

AGREEMENT

1. Definitions

"Business" means the "Sola-Kleen" business of the Vendor purchased by the Purchaser under the Business Sale Agreement.

"Business IP" means the patents, trade marks, designs, company name, business name domain name and unregistered rights used in the Business and listed in the Schedule.

"Smalls Solar" means **SMALLS SOLAR PTY LTD (ACN 058 919 298)**.

33513 W.E.S.T. Holdings (WA) Pty Ltd

2. **Condition Precedent**

The rights and obligations of the parties pursuant to this Deed are contingent upon and is to occur contemporaneously with settlement (as that term is used in the Business Sale Agreement) occurring under the Business Sale Agreement.

3. **Assignment**

3.1 In consideration of and subject to payment by the Purchaser to the Vendor of the sum of ONE HUNDRED DOLLARS (\$100.00) in cleared funds, the Vendor assigns to the Purchaser its entire right, title and interest in the Business IP, including its rights, if any, to sue for any infringement of the Business IP which occurred prior to the date of assignment.

3.2 The Vendor must, upon receipt of the Purchaser's payment made pursuant to clause 3.1 above, deliver to the Purchaser the executed patent, design and trade mark assignments in favour of the Purchaser, substantially in the form attached.

4. **Further Assurances**

A party must, upon the request of the other party, do all things reasonable desirable to give effect to this Deed, including by executing further documents.

5. **Governing Law**

This Deed is governed by the laws of Western Australia, Australia.

6. **Entire Agreement**

This Deed contains the entire agreement between the parties in relation to its subject matter, and supersedes any prior or collateral communications or understandings between the parties. The parties' obligations under this Deed may only be varied by the parties' agreement in writing.

7. **Counterparts**

This Deed may consist of a number of copies, each copy signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the Deed.

SCHEDULE**PATENTS**

Country	Number	Title
Australia	688884	Monitor
USA	5836511	Monitor
USA	5988516	Monitor

TRADE MARKS

Country	Number	Title
Australia	588570	SOLA-KLEEN
Australia	588569	SOLA-KLEEN
Australia	1119446	SOLA-KLEEN COPPER
New Zealand	280306	SOLA-KLEEN
China	8724464	SOLA-KLEEN
China	8724460	SOLA-KLEEN

DESIGNS

Country	Number	Title
Australia	148743	Heat Exchanger Coil

Company, Business and Domain Names

Type	Number	Name
WA Business Name	0094451D	Smalls Solar
Company Name	058 919 298	Smalls Solar Pty Ltd
Domain Name		www.sola-kleen.com.au

UNREGISTERED IP

Type	Property	Country
Copyright	Drawings relating to Sola-Kleen in-house designed 300 litre, 240 litre and 180 litre heavy duty copper horizontal storage tanks for solar water heating.	Australia
Copyright	Drawings relating to Sola-Kleen in-house designed 300 litre, 240 litre and 180 litre heat exchange models.	Australia
Copyright	Drawings relating to Sola-Kleen in-house designed three in one electricity, solar and gas smart system and two in one electricity and gas smart system.	Australia
Copyright	Drawings relating to Sola-Kleen in-house designed "in-roof" tanks for above.	Australia
Phone Numbers	1800 Sola Kleen	Australia

VENDOR

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Director

Director/Secretary

PURCHASER

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Sole Director/Sole Secretary

PATENT ASSIGNMENT**BETWEEN**

S.F.A. HOLDINGS PTY LTD (ACN 153 974 746) (formerly known as Sola-Kleen IP Pty Ltd) of 24 Bassendean Road, Bayswater, Western Australia ("the Assignor")

AND

W.E.S.T. HOLDINGS (WA) PTY LTD (ACN 160 394 338) of Nissen Kestel Harford, 100 Railway Road, Subiaco, Western Australia ("the Assignee")

BACKGROUND

- A. The Assignor is the owner of the patents identified in the Schedule ("the Patents").
- B. The Assignor has agreed to assign its entire rights in and to the Patents to the Assignee.

ASSIGNMENT

The Assignor hereby assigns to the Assignee its entire right, title and interest in and to the Patents.

SCHEDULE

Country	Number	Title
Australia	688884	Monitor
USA	5836511	Monitor
USA	5988516	Monitor

EXECUTED by the parties.

ASSIGNOR

EXECUTED for and on behalf of
S.F.A. HOLDINGS PTY LTD
(ACN 153 974 746) (formerly known as
Sola-Kleen IP Pty Ltd) by authority of its
Directors in accordance with Section 127
of the Corporations Act 2001(Cth):

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Director

Director/Secretary

ASSIGNEE

EXECUTED for and on behalf of
W.E.S.T. HOLDINGS (WA) PTY LTD
(ACN 160 394 338) by authority of its
Director in accordance with Section 127
of the Corporations Act 2001(Cth):

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Sole Director/Sole Secretary

DESIGN ASSIGNMENT**BETWEEN**

S.F.A. HOLDINGS PTY LTD (ACN 153 974 746) (formerly known as Sola-Kleen IP Pty Ltd) of 24 Bassendean Road, Bayswater, Western Australia ("the Assignor")

AND

W.E.S.T. HOLDINGS (WA) PTY LTD (ACN 160 394 338) of Nissen Kestel Harford, 100 Railway Road, Subiaco, Western Australia ("the Assignee")

BACKGROUND

- A. The Assignor is the owner of the design identified in the Schedule ("the Design").
- B. The Assignor has agreed to assign its entire right, title and interest in and to the Design to the Assignee.

ASSIGNMENT

The Assignor hereby assigns to the Assignee its entire right, title and interest in and to the Design.

SCHEDULE

Country	Number	Title
Australia	148743	Heat Exchanger Coil

EXECUTED by the parties.

ASSIGNOR

EXECUTED for and on behalf of
S.F.A. HOLDINGS PTY LTD
(ACN 153 974 746) (formerly known as
Sola-Kleen IP Pty Ltd) by authority of its
Directors in accordance with Section 127
of the Corporations Act 2001(Cth):

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)

Director

Director/Secretary

ASSIGNEE

EXECUTED for and on behalf of
W.E.S.T. HOLDINGS (WA) PTY LTD
(ACN 160 394 338) by authority of its
Director in accordance with Section 127
of the Corporations Act 2001(Cth):

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Sole Director/Sole Secretary

TRADE MARK ASSIGNMENT

BETWEEN

S.F.A. HOLDINGS PTY LTD (ACN 153 974 746) (formerly known as Sola-Kleen IP Pty Ltd) of 24 Bassendean Road, Bayswater, Western Australia ("the Assignor")

AND

W.E.S.T. HOLDINGS (WA) PTY LTD (ACN 160 394 338) of Nissen Kestel Harford, 100 Railway Road, Subiaco, Western Australia ("the Assignee")

BACKGROUND

- A. The Assignor is the owner of the trade marks identified in the Schedule ("the Trade Marks").
- B. The Assignor has agreed to assign its entire rights in and to the Trade Marks to the Assignee.

ASSIGNMENT

The Assignor hereby assigns to the Assignee its entire right, title and interest in and to the Trade Marks.

SCHEDULE


Country	Number	Title
Australia	588570	SOLA-KLEEN
Australia	588569	SOLA-KLEEN
Australia	1119446	SOLA-KLEEN COPPER
New Zealand	280306	SOLA-KLEEN
China	8724464	SOLA-KLEEN
China	8724460	SOLA-KLEEN

EXECUTED by the parties.

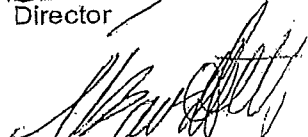
ASSIGNOR

EXECUTED for and on behalf of
S.F.A. HOLDINGS PTY LTD
(ACN 153 974 746) (formerly known as
Sola-Kleen IP Pty Ltd).by authority of its
Directors in accordance with Section 127
of the Corporations Act 2001(Cth):

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Director




Director/Secretary

ASSIGNEE

EXECUTED for and on behalf of
W.E.S.T. HOLDINGS (WA) PTY LTD
(ACN 160 394 338) by authority of its
Director in accordance with Section 127
of the Corporations Act 2001(Cth):

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Sole Director/Sole Secretary