

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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>Timothy Charles Heathcote</td> <td>05/03/2013</td> </tr> </tbody> </table>		Name	Execution Date	Timothy Charles Heathcote	05/03/2013						
Name	Execution Date										
Timothy Charles Heathcote	05/03/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Muse Dancewear Pty Ltd</td> </tr> <tr> <td>Street Address:</td> <td>243 Glenferrie Road</td> </tr> <tr> <td>City:</td> <td>Hawthorn, Victoria</td> </tr> <tr> <td>State/Country:</td> <td>AUSTRALIA</td> </tr> <tr> <td>Postal Code:</td> <td>3122</td> </tr> </table>		Name:	Muse Dancewear Pty Ltd	Street Address:	243 Glenferrie Road	City:	Hawthorn, Victoria	State/Country:	AUSTRALIA	Postal Code:	3122
Name:	Muse Dancewear Pty Ltd										
Street Address:	243 Glenferrie Road										
City:	Hawthorn, Victoria										
State/Country:	AUSTRALIA										
Postal Code:	3122										
PROPERTY NUMBERS Total: 2											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13637011</td> </tr> <tr> <td>Application Number:</td> <td>13817806</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13637011	Application Number:	13817806				
Property Type	Number										
Application Number:	13637011										
Application Number:	13817806										
CORRESPONDENCE DATA											
<p>Fax Number: 9497609502  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>          Phone: 9497600404          Email: efilings@knobbe.com          Correspondent Name: Knobbe Martens Olson &amp; Bear LLP          Address Line 1: 2040 Main Street          Address Line 2: 14th Floor          Address Line 4: Irvine, CALIFORNIA 92614</p>											
ATTORNEY DOCKET NUMBER:	FBRIC70*										
NAME OF SUBMITTER:	Robert W. Winn										
Signature:	/Robert Winn/										
Date:	07/12/2013										

CH \$80.00 13637011

**Total Attachments: 13**

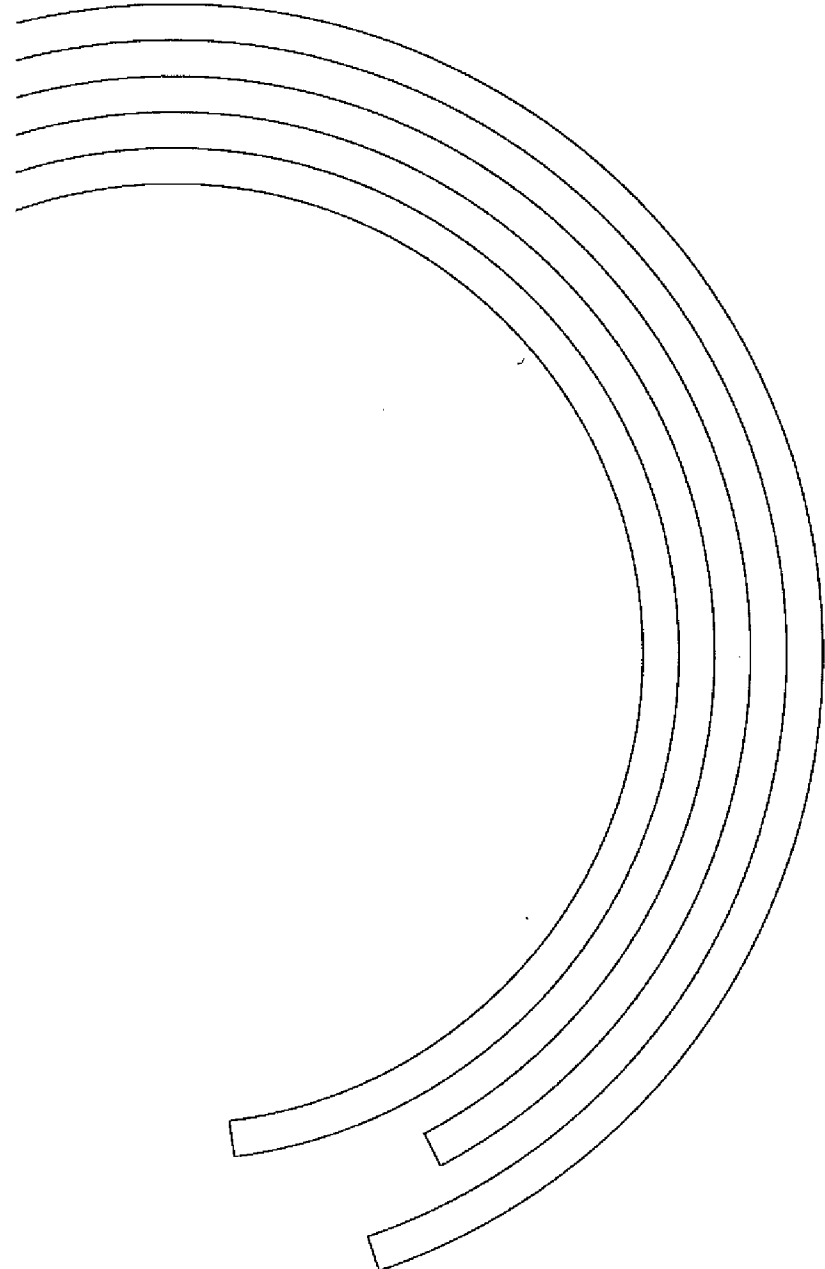
source=FBRIC70.001APC\_002APC - Assignment 2#page1.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page2.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page3.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page4.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page5.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page6.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page7.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page8.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page9.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page10.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page11.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page12.tif  
source=FBRIC70.001APC\_002APC - Assignment 2#page13.tif

**Deed of Assignment of  
Intellectual Property**

**Timothy Charles Heathcote**

and

**Muse Dancewear Pty Ltd  
(formerly, MDWH Pty Ltd)**



## Table of Contents

---

<b>1. Definitions and interpretation</b>	<b>1</b>
1.1 Definitions	1
1.2 Interpretation	2
1.3 Business Day	3
<b>2. Assignment</b>	<b>3</b>
2.1 Assignment of the Intellectual Property Rights	3
2.2 Rights for damages and injunctive relief	3
2.3 Further action	3
<b>3. Warranties</b>	<b>3</b>
3.1 Assignor's Warranties	3
3.2 General Warranties	4
<b>4. Notices</b>	<b>4</b>
<b>5. General</b>	<b>5</b>
5.1 Assignment	5
5.2 Variation	5
5.3 Waivers	5
5.4 Further assurances	5
5.5 Time	5
5.6 Entire agreement	5
5.7 Counterparts	5
5.8 Prohibition and enforceability	5
5.9 Governing law and jurisdiction	6
5.10 Costs	6
<b>Schedule 1</b>	<b>7</b>
<b>Annexure 1</b>	<b>i</b>
<b>Signing Page</b>	<b>ii</b>

## Deed of Assignment of Intellectual Property

---

This deed is made on 3/5/2013 between the following parties:

**Timothy Charles Heathcote** of 61 Dickasons Road, Heathmont, Victoria, 3135 (**Assignor**);

and

**Muse Dancewear Pty Ltd (formerly, MDWH Pty Ltd) ACN 163 398 374** of Level 1, 243 Glenferrie Road, Hawthorn, Victoria, 3122 (**Assignee**).

---

- Background**
- (A) The Assignor is the owner of the Intellectual Property Rights and has made available his Intellectual Property Rights to the Seller for its use to conduct the Business.
  - (B) Pursuant to the Asset Sale Agreement, the Seller has agreed to sell to the Assignee, and the Assignee has agreed to buy from the Seller the Assets at Completion, with effect as and from the Effective Date.
  - (C) The Assignee desires to also acquire the Intellectual Property Rights from the Assignor from Completion, with effect as and from the Effective Date.
  - (D) The Assignor agrees to assign all the Intellectual Property Rights to the Assignee at Completion with effect from the Effective Date.
  - (E) This Deed of Assignment gives effect to such assignment.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed, the parties agree as follows:

### 1. Definitions and interpretation

---

#### 1.1 Definitions

In this deed:

**Assets** has the meaning given to that term under the Asset Sale Agreement;

**Asset Sale Agreement** means the asset sale agreement dated on or about the date of this deed and made between the Assignor as IR Owners, the Assignee as the buyer and Umbriel Holdings Pty Ltd (formerly, Muse Dancewear Pty Ltd) (ACN 145 469 283) as the seller;

**Business** means the "Business" as that term is defined in the Asset Sale Agreement;

**Business Day** means a day on which banks are open for business in Melbourne Australia, excluding a Saturday, Sunday or a public holiday;

**Completion** has the meaning given to that term under the Asset Sale Agreement;

**Domain Name** has the meaning given to that term under the Asset Sale Agreement

**Effective Date** means 19 April 2013;

**Encumbrance** has the meaning given to that term under the Asset Sale Agreement;

**Intellectual Property Rights** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including any trade marks, designs, patents, inventions, semi conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know how, confidential information, processes, concepts, plant breeders rights and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time, used in, or necessary to, the conduct of the Business or otherwise held by the Assignor in connection with the Business, including, without limitation, the Patents and the Domain Names;

**Patents** means:

- (a) the patents registered under the *Patents Act* 1990 (Cth) described in Schedule 1;
- (b) the registered patents described in the documents attached to this deed as Annexure 1; and
- (c) all other patents (registered or unregistered) owned by the Assignor and used in the Business at or before the Effective Date; and

**Seller** means Umbriel Holdings Pty Ltd (formerly, Muse Dancewear Pty Ltd) (ACN 145 469 283).

## 1.2 Interpretation

In this deed, headings and boldings are for convenience only and do not affect the interpretation of this deed and, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (d) a reference to a clause, party, schedule or annexure is a reference to a clause of, and a party, schedule and annexure to, this deed and a reference to this deed includes any schedule and annexure;
- (e) a reference to a party to a document includes that party's successors and permitted assigns;
- (f) no provision of this deed will be construed adversely in relation to a party solely on the ground that the party was responsible for the preparation of this deed or that provision;
- (g) a promise or agreement by two or more persons binds them jointly and severally;
- (h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes

all regulations, proclamations, ordinances and by-laws issued under that statute;

- (i) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and
- (j) in this deed, unless otherwise stated, "including" means "including but not limited to" and "include" and "includes" have corresponding meanings.

### **1.3 Business Day**

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

## **2. Assignment**

---

### **2.1 Assignment of the Intellectual Property Rights**

With effect on and from the Effective Date, the Assignor assigns to the Assignee and the Assignee accepts all right, title and interest in and to the Intellectual Property Rights, free from all Encumbrances, together with:

- (a) full right, sole power and authority to the Assignee to apply for and obtain entry of the Assignee's name in any registers of intellectual property that are appropriate as being the sole proprietor of the Intellectual Property Rights; and
- (b) all rights, if any, that the Assignee has to take action against third parties for infringement of the Intellectual Property Rights, whether or not the infringement took place before the date of this deed.

### **2.2 Rights for damages and injunctive relief**

As and from the Effective Date, the Assignor assigns, transfers and sets over to the Assignee, any rights to damages or injunctive relief that he has as a result of any infringement of his rights in the Intellectual Property Rights prior to the Effective Date.

### **2.3 Further action**

The Assignor must execute all documents necessary to enable the Assignee to have the Assignee's name entered in any registers of intellectual property that are appropriate as being the sole proprietor of the Intellectual Property Rights.

## **3. Warranties**

---

### **3.1 Assignor's Warranties**

The Assignor represents and warrants to the Assignee that:

- (a) the Assignor has all necessary right, title and interest to grant all rights the subject of this deed;
- (b) there are no outstanding Encumbrances or other matters affecting the Assignor's capacity to assign the Intellectual Property Rights to the Assignee; and
- (c) the grant of any rights the subject of this deed will not infringe the rights of any other person or constitute a breach of any agreement with any other person.

### 3.2 General Warranties

Each party warrants that:

- (a) it has authority to enter and to perform its obligations under this deed; and
- (b) it has the ability to perform its obligations under this deed.

## 4. Notices

---

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed:

- (a) must be in legible writing and in English addressed as follows:

- (i) if to the Assignor:

Address        61 Dickasons Road  
                    HEATHMONT VIC 3135

Attention:     Timothy Heathcote

- (ii) if to the Assignee:

Address:        Level 1, 243 Glenferrie Road  
                    Hawthorn, Victoria, 3122

Attention:     Bruce Parncutt

or as specified to the sender by any party in writing;

- (b) where the sender is a company, must be signed by a director or secretary of the company; and

- (c) is regarded as being given by the sender and received by the addressee:

- (i) if by delivery in person, when delivered to the addressee;
- (ii) if by post within Australia, three Business Days from and including the date of postage;
- (iii) if by post to an address outside Australia or from outside Australia to an address inside Australia, six Business Days from and including the date of postage; or
- (iv) if by facsimile transmission, on the date shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.



## **5. General**

---

### **5.1 Assignment**

A party may not assign its rights or obligations under this deed without the consent of the other parties.

### **5.2 Variation**

A variation of any term of this deed must be in writing and signed by the parties.

### **5.3 Waivers**

- (a) Any waiver or election in relation to a provision of or a right or remedy arising under this deed must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this deed, does not result in a waiver of that right, power, authority, discretion or remedy.

### **5.4 Further assurances**

Each party must do all things necessary to give full effect to this deed and the transactions contemplated by this deed.

### **5.5 Time**

Time is of the essence in this deed.

### **5.6 Entire agreement**

This deed embodies the entire agreement between the parties with respect to the subject matter of this deed and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter or any term of this deed.

### **5.7 Counterparts**

If this deed consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page of this deed by facsimile or by PDF file (portable document file) will be effective as delivery of a manually executed counterpart of this deed.

### **5.8 Prohibition and enforceability**

- (a) Any provision of, or the application of any provision of, this deed which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of this deed, which is void, illegal, unenforceable or prohibited in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (c) The application of this clause 5.8 is not limited by any other provision of this deed in relation to severability, prohibition or enforceability.

**5.9 Governing law and jurisdiction**

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia.

**5.10 Costs**

- (a) Each party must bear its own costs associated with the negotiation, preparation, execution delivery and registration of this deed and any other agreement or document entered into or signed under this deed or any documents contemplated by this deed.
- (b) Any action taken by a party in performing its obligations under this deed must be taken at its own cost and expense unless otherwise provided by this deed.

**Schedule 1**

---

<b>Item</b>	<b>Application Number</b>	<b>Title</b>	<b>WIPO number</b>
<b>1</b>	2011291428	Footwear for modern dance and method of manufacturing same	WO2012/021919
<b>2</b>	2011232308	Dance shoes with improved heel and arch sections	WO2011/116423

**Annexure 1**

---

Please refer to attached document.

**Julie Ngan**

---

**Subject:** RE: Asset Sale Agreement - additional information

**Dance Shoes with improved heel and arch sections**

International Application #: PCT/AU11/00335

US Application Serial #: 13/637,011

European Patent Application #: 11758683.4

**Footwear for modern dance and method of manufacturing same**

International Application #: PCT/AU11/000922

US Application Serial #: 13/817,806

European Patent Application #: 11817562.9

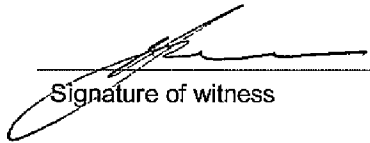
**AusPat Summary Report**

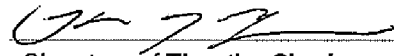
<b>Application Number</b>	<u>2011291428</u>	<b>Serial Number</b>		<b>PCT Number</b>	PCT/AU2011/000922	<b>WIPO Number</b>	WO2012/021919
<b>Filing Date</b>	2011-07-20	<b>Earliest Priority Date</b>	2010-08-20	<b>First IPC Mark</b>	A43B5/12	<b>Application Status</b>	FILED
<b>Title</b>	Footwear for modern dance and method of manufacturing same						
<b>Applicant(s)</b>	Heathcote, Timothy Charles						
<b>Inventor(s)</b>	Heathcote, Timothy Charles; Heathcote, Simone Nicole; Lang, Lang; Li, Sun; Lin, Luo Hai						
<b>Agent Name</b>	FB Rice						
<b>Application Number</b>	<u>2011232308</u>	<b>Serial Number</b>		<b>PCT Number</b>	PCT/AU2011/000335	<b>WIPO Number</b>	WO2011/116423
<b>Filing Date</b>	2011-03-24	<b>Earliest Priority Date</b>	2010-03-24	<b>First IPC Mark</b>	A43B5/12	<b>Application Status</b>	FILED
<b>Title</b>	Dance shoes with improved heel and arch sections						
<b>Applicant(s)</b>	Heathcote, Timothy Charles						
<b>Inventor(s)</b>	Heathcote, Timothy Charles						
<b>Agent Name</b>	FB Rice						
<b>Application Number</b>	<u>2010903737</u>	<b>Serial Number</b>		<b>PCT Number</b>		<b>WIPO Number</b>	
<b>Filing Date</b>	2010-08-20	<b>Earliest Priority Date</b>		<b>First IPC Mark</b>		<b>Application Status</b>	LAPSED
<b>Title</b>	Footwear for modern dance and method of manufacturing same						
<b>Applicant(s)</b>	Heathcote, Timothy Charles						
<b>Inventor(s)</b>	Not Given						
<b>Agent Name</b>	FB Rice						
<b>Application Number</b>	<u>1997023046</u>	<b>Serial Number</b>	723751	<b>PCT Number</b>	PCT/IB1997/000425	<b>WIPO Number</b>	WO1997/028280
<b>Filing Date</b>	1997-01-17	<b>Earliest Priority Date</b>	1996-01-17	<b>First IPC Mark</b>	G01N33/50	<b>Application Status</b>	GRANTED
<b>Title</b>	Diagnostic method and apparatus						
<b>Applicant(s)</b>	Sequenom-Gemini Limited						
<b>Inventor(s)</b>	Grainger, David John; Heathcote, Kirsten; Spector, Timothy David						
<b>Agent Name</b>	Griffith Hack						

Executed as a deed

Assignor

SIGNED, SEALED AND DELIVERED by  
TIMOTHY CHARLES HEATHCOTE in the  
presence of:


  
Signature of witness

  
Signature of Timothy Charles  
Heathcote

MICHAEL FERNAN  
Name of witness (please print)

Assignee

EXECUTED by Muse Dancewear Pty Ltd  
(formerly, MDWH Pty Ltd) (ACN 163 398  
374) in accordance with the *Corporations Act*  
2001 by being signed by the following officers:

  
Signature of Timothy Charles Heathcote, sole  
director and secretary