

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2641584

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KENNOVATIONS PTY LIMITED	11/01/2013
RECEIVING PARTY DATA	
Name:	THEODOSIER PTY LTD
Street Address:	15 SLADE STREET
City:	NAREMBURN NSW
State/Country:	AUSTRALIA
Postal Code:	2065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D668420
CORRESPONDENCE DATA	
Fax Number:	(203)323-1803
Phone:	203 323-1800
Email:	pto@gordonjacobson.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	GORDON & JACOBSON, P.C.
Address Line 1:	60 LONG RIDGE ROAD, SUITE 407
Address Line 4:	STAMFORD, CONNECTICUT 06902
ATTORNEY DOCKET NUMBER:	HAC-D668420
NAME OF SUBMITTER:	DAVID P. GORDON
Signature:	/David P. Gordon/
Date:	12/09/2013
Total Attachments: 8	

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HALFORDS IP

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Deed of Assignment

Rory Campbell Kennard

Makinex Pty Ltd

**(formerly Work Smart Equipment Pty Ltd by
change of name)**

ACN 122 171 555

Kennovations Pty Limited

ACN 103 054 075

And

Theodosier Pty Ltd

ACN 165 197 419

This deed of assignment and confirmation

is made between the following parties:

Rory Campbell Kennard 15 Slade Street Naremburn NSW 2065 Australia (RCK)	Makinex Pty Ltd formerly known as Work Smart Equipment Pty Ltd, by change of name 15 Waltham Avenue Artarmon NSW 2064 Australia (WSE)
Kennovations Pty Limited 15 Waltham Avenue Artarmon NSW 2064 Australia (Kennovations)	Theodosier Pty Ltd 15 Slade Street Naremburn NSW 2065 Australia (Theodosier)

Recitals

- A. The designs, trade marks, patents, trade mark images, and inventions included in the patents, patent applications, design registrations and applications and trade mark applications and registrations listed in Part A in the schedule to this deed, and those other rights listed in Parts B, C and D to the schedule to this deed, as respectively owned by each of RCK, WSE and Kennovations, will be referred to as **The Intellectual Property**.
- B. By arrangements between Theodosier and RCK, WSE and Kennovations, Theodosier is desirous of acquiring all rights title and interest in and to the Intellectual Property from RCK, WSE and Kennovations, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.
- C. RCK, WSE and Kennovations wish to transfer to Theodosier all rights title and interest in and to the Intellectual Property from RCK, WSE and Kennovations, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.
- D. RCK, WSE and Kennovations wish to assign to Theodosier, 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.

This deed witnesses

That the parties agree and assign as follows:

1 Assignment

- (a) RCK hereby assigns to Theodosier:
 - (1) all of RCK's interest in The Intellectual Property;
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Intellectual Property indicated as owned by RCK in the schedule, which may have occurred before this assignment; and

- (3) this assignment is effective on: 9 Oct 2013.
- (b) WSE hereby assigns to Theodosier:
 - (1) all of WSE's interest in The Intellectual Property;
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Intellectual Property indicated as owned by WSE in the schedule, which may have occurred before this assignment; and
 - (3) this assignment is effective on: 9 Oct 2013.
- (c) Kennovations hereby assigns to Theodosier:
 - (1) all of Kennovation's interest in The Intellectual Property;
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Intellectual Property indicated as owned by Kennovations in the schedule, which may have occurred before this assignment; and
 - (3) this assignment is effective on: 9 Oct 2013.

2 Registering this assignment and further action

- (a) Theodosier must pay any fees or costs in relation to registering this assignment.
- (b) RCK, WSE and Kennovations must execute any documents and do any other things that Theodosier reasonably requests to:
 - (1) enable Theodosier to have its ownership of The Intellectual Property registered in any appropriate registry;
 - (2) enable Theodosier to file or prosecute in its name any application for a patent, design, trade mark 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 or International trademark application; and
 - (3) give effect to the terms of this deed.

3 Undertakings

RCK, WSE and Kennovations must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Theodosier for a patent, design, trade mark or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country;
- (b) assist any other person in challenging or impugning the validity of:
 - (1) The Intellectual Property; or

- (2) a patent, design, trade mark or other registration granted to Industrial relating to The Intellectual Property; or
 - (c) take any other action to invalidate, put in dispute or impair in any way Theodosier's interest in or use or exploitation of The Intellectual Property.
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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. Registrations, Patents, Applications, including Designs, Trade Marks and Inventions in:

OWNER	Jurisdiction and type	TITLE/MARK	Registration or Application Number	Application Date
Kennovations	Australia Design	A Road Plate	336002	5 Apr 2011
Kennovations	Australia Design	A Road Plate	336332	5 Apr 2011
Kennovations	Australia Design	A Jackhammer Trolley	337965	12 Jul 2011
Kennovations	European Community Design	A Jackhammer Trolley	001949611-0001	18 Nov 2011
Kennovations	United States Design	A Jackhammer Trolley	D668420	13 Sep 2011
Kennovations	Australia Trademark	SkyMech	1558516	22 May 2013
Kennovations	Australia Trademark	Easy Hammer	1257154	14 Aug 2008
Kennovations	United States Trademark	Easy Hammer	3878101	1 Feb 2010
RCK	United States Design	Mixer	D668688	13 Sep 2011
RCK	Australia Patent	Jackhammer Trolley	2009212897	2 Sep 2009
RCK	United States Patent	Jackhammer Trolley	8240682	4 Sep 2009
RCK	Australia Trademark	hose2go	1346633	19 Feb 2010
WSE	Australia Design	Pressure Washer, Pressure Washer Trolley, Trolley Frame and a Trolley Handle	13680/2013	30 Jul 2013
WSE	European Community Design	Mixer	001917865-0001	15 Sep 2011
WSE	United States Design	Mixer	D668688	13 Sep 2011
WSE	PCT Application Patent	Lifting Devices	PCT/AU2013/000544	23 May 2013
WSE	Australia Trademark	MAKINEX	1558518	22 May 2013

B. Priority rights

Kennovations's, RCK's and WSE's rights to claim priority under any applicable international convention for applications relating to the design, trade mark or patent applications that are the subject of the properties listed in A above.

C. Artistic works

Artistic works including models, drawings, etchings and computer generated images relating to the designs, trade marks or inventions that are the subject of the properties listed in A above.


D. 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 designs, trade marks or inventions that are the subject of the properties listed in A above but without limitation to drawings which have been used in the properties in A above.

Executed as a deed:

Signed sealed and delivered by
Rory Campbell Kennard:


Rory Campbell Kennard


Witness Signature: 

Witness Name: Alison Taylor


Date: 01-11-13

Executed by
Makinex Pty Ltd
(formerly Work Smart Equipment Pty Ltd by change of name)
ACN 122 171 555

pursuant to s.127 of the Corporations Act
by:

Director Signature: 


Name(please print): Rory Kennard

Witness Signature: 


Witness Name: Alison Taylor

Date: 01-11-13

Executed by
Kennovations Pty Limited
ACN 103 054 075
pursuant to s.127 of the Corporations Act
by:

Director Signature: 

Name(please print): Rory Kennard

Witness Signature: 

Witness Name: Alison Taylor

Date: 01-11-13

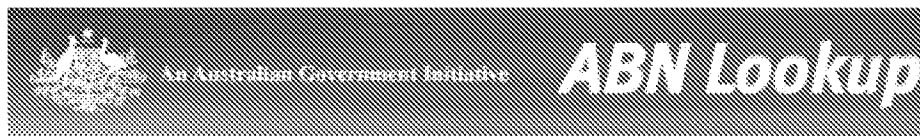
Executed by
Theodosier Pty Ltd
ACN 165 197 419
pursuant to s.127 of the Corporations Act
by:

Director Signature:  Rory Kennard

Witness Signature: 

Witness Name: Alison Taylor

Date: 01-11-13



Historical details for ABN: 74 122 171 555

ABN details

Entity name	From	To
MAKINEX PTY LTD	19 Aug 2013	(current)
WORK SMART EQUIPMENT PTY LIMITED	13 Oct 2006	19 Aug 2013
ABN Status	From	To
Active	13 Oct 2006	(current)

Entity type

Australian Private Company

Goods & Services Tax (GST)	From	To
Registered	13 Oct 2006	(current)
Main business location	From	To
NSW 2064	21 Oct 2011	(current)
NSW 2064	23 Jul 2007	21 Oct 2011
NSW 2137	13 Oct 2006	23 Jul 2007

Trading name(s)

Trading name	From	To
WORK SMART EQUIPMENT	13 Oct 2006	(current)

ASIC registration - ACN or ARBN

122 171 555 View record on the ASIC website

PATENT

Deductible gift recipient status

Not entitled to receive tax deductible gifts

Disclaimer

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ABN last updated: 20 Aug 2013

Record extracted: 10 Dec 2013

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