

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2698031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIVERSIONARY THERAPY TECHNOLOGIES PTY LTD.	10/13/2013
RECEIVING PARTY DATA	
Name:	DTT (HOLDINGS) PTY LTD
Street Address:	ACN 150 216 363 OF LEVEL 11
Internal Address:	39 SHERWOOD ROAD
City:	TOOWONG
State/Country:	AUSTRALIA
Postal Code:	QLD 4066
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29439870
Application Number:	29436120
CORRESPONDENCE DATA	
Fax Number:	(312)759-5646
Phone:	312-214-4807
Email:	jgray@btlaw.com, jmueller@btlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JEFFREY R. GRAY
Address Line 1:	P.O. BOX 2786
Address Line 4:	CHICAGO, ILLINOIS 60690-2786
ATTORNEY DOCKET NUMBER:	60384-700228, 700232
NAME OF SUBMITTER:	JEFFREY R. GRAY
Signature:	/Jeffrey R. Gray/
Date:	01/27/2014

Total Attachments: 13

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phillips ormonde fitzpatrick
intellectual property

DEED OF ASSIGNMENT

patent trade mark attorneys

PATENT
REEL: 032047 FRAME: 0166

DEED OF ASSIGNMENT

THIS DEED is made the _____ day of _____ 2013

BETWEEN **DIVERSIONARY THERAPIES TECHNOLOGIES PTY LTD**,
ACN 122 158 918 of Level 11, 39 Sherwood Road, Toowong, QLD
4066, Australia (the Assignor)

AND **DTT (HOLDINGS) PTY LTD**, ACN 150 216 363 of Level 11, 39
Sherwood Road, Toowong, QLD 4066, Australia (the Assignee)

RECITALS

- A. The Assignor is a subsidiary of the Assignee, and carries on the business of developing, manufacturing and supplying, and licensing others to manufacture and supply equipment and interactive games, stories and educational materials for use in relation to healthcare, which at the date of this deed are supplied under the trade mark DITTO (DTT Business).
- B. Pursuant to an Intellectual Property Assignment and Licence Agreement made 5 September 2011 (IP Agreement), the parties agreed that from the Commencement Date set out in the IP Agreement (Commencement Date), all existing intellectual property rights of the Assignor at the Commencement Date and all New IP as defined by the IP Agreement would be assigned to the Assignee.
- C. The parties have entered into this Deed to confirm and give effect to the IP Agreement.

THIS DEED WITNESSES

1. DEFINITIONS

1.1 Materials means all:

- (a) literary, artistic, dramatic or musical works, and any other subject matter of a type in which copyright or similar rights may exist anywhere in the world; and
- (b) ideas, inventions, discoveries, methods and processes.

1.2 Existing DTT Materials means Materials made or developed by or on behalf of the Assignor for the purpose of the DTT Business before the date of this Deed.

1.3 Future DTT Materials means Materials made or developed by or on behalf of the Assignor for the purpose of the DTT Business on or after the date of this Deed, including all:

- (a) improvements, modifications and developments of, and replacements for, any Existing DTT Materials; and
- (b) Materials embodied in new products dealt with as part of the DTT Business after the date of this Deed.

1.4 DTT Materials means Existing DTT Materials and Future DTT Materials.

2. ASSIGNMENT

- 2.1 The parties acknowledge and agree that:
- (a) the intellectual property set out in the schedules to this Deed (the Existing IP) is included in the DTT IP as defined by the IP Agreement; and
 - (b) since the Commencement Date, the Assignor has held its rights in relation to any Existing IP in the name of the Assignor on trust for the Assignee.
- 2.2 The Assignor assigns to the Assignee absolutely the whole of any rights it may have at the date of this Deed in the Existing IP, with effect from the date of this Deed.
- 2.3 The assignment effected by clause 2.2 includes the right to bring legal proceedings, and to obtain any relief to which the Assignor was entitled immediately before executing this Deed, in respect of any infringement of the Assignor's rights in relation to the Existing IP which occurs before or after the date of this Deed.
- 2.4 The Assignor assigns to the Assignee absolutely, by way of assignment of future copyright, the entire copyright in any Future DTT Material in every country that permits assignment of future copyright.
- 2.5 The Assignor agrees to assign to the Assignee the whole of the Intellectual Property Rights (as defined by the IP Agreement) in any Future DTT Material that are not assigned by clause 2.4.
- 2.6 To the extent that this Deed imposes obligations on the Assignor that are not imposed by the IP Agreement, the terms of this Deed shall prevail.
- 2.7 The Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Deed (including the execution of any documents). The Assignor irrevocably appoints each of the directors of the Assignee from time to time severally as the Assignor's attorney to do all acts and execute all documents which the Assignor is obliged to do or execute by this clause.

3. LICENCE

- 3.1 The parties acknowledge and agree that all Existing IP and all Intellectual Property Rights assigned or to be assigned under clauses 2.4 and 2.5 are included in the licence granted by clause 4.1 of the IP Agreement.

4. GENERAL


- 4.1 In this Deed, unless the context does not permit it:
- (a) a reference to the singular includes the plural and vice versa;
 - (b) a reference to any gender includes all other genders; and
 - (c) any form of the word include does not imply any limitation.
- 4.2 This Deed (and the validity and enforceability of this Deed) is governed by and to be interpreted in accordance with the law of the State of Queensland. The parties submit to the exclusive jurisdiction of the courts of Queensland, and the federal courts of the Commonwealth of Australia.
- 4.3 Any stamp duty or other government charges payable in respect of this Deed or the transactions contemplated by it shall be payable by the Assignee.

- 4.4 This Deed may be signed in multiple copies, all of which shall constitute a single Deed and each of which shall be deemed to be an original.
- 4.5 This Deed may be signed in counterparts. If this Deed is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Deed executed by it to the other party, but failure to do so will not affect the enforceability of this Deed.
- 4.6 The rights and obligations of the parties under this Deed do not merge on completion of any transaction contemplated by this Deed.
5. **AUTHORITY TO EXECUTE**
- 5.1 Each of the parties warrants its power to enter into this Deed.
- 5.2 Any individual executing this Deed on behalf of a party warrants that he or she has been fully empowered to execute this Deed and that all necessary action to authorise execution of this Deed has been taken.

EXECUTED AS A DEED

EXECUTED for and on behalf of
DIVERSIONARY THERAPIES TECHNOLOGIES PTY LTD, by


PAUL BARRETT (Director/Secretary)
(Name)


.....
(Signature)

Date: 13/10/13

and by


Rob Sak (Director)
(Name)


.....
(Signature)

Date:

Date: EXECUTED for and on behalf of
DTT (HOLDINGS) PTY LTD, by

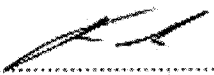
PAUL BARRETT (Director/Secretary)
(Name)


.....
(Signature)

Date: 13/10/13

and by

Rob Sak (Director)
(Name)


.....
(Signature)

Date:

SCHEDULE - EXISTING IP

AUSTRALIA

REGISTERED DESIGNS

NUMBER	TITLE	FILING DATE	STATUS
312537	Display Device	17 October 2006	Registered
312114	Display Device	17 October 2006	Registered
343422	Tablet with stand	2 May 2012	Registered
343424	Tablet	6 June 2012	Registered
343423	Stand	6 June 2012	Registered
343905	Display Device	18 July 2012	Registered
343906	Display Device	18 July 2012	Registered
343907	Display Device	18 July 2012	Registered
343908	Stand	18 July 2012	Registered

PATENT APPLICATIONS AND PATENTS

NUMBER	TITLE	FILING DATE	STATUS
2008903628	Method For Preparing A Patient For A Medical Treatment	15 July 2008	Pending
2006303872	Diversionsary Therapy Apparatus And Methods And Interactive Devices	17 October 2006	Sealed
2009270325	Method For Preparing A Patient For A Medical Treatment	14 July 2009	Pending

TRADE MARKS

NUMBER	MARK	FILING DATE	STATUS
1194019	DITTO	27 August 2007	Registered
1436554	DITTO LITE	11 July 2011	Registered
1436555	DITTO (Logo)	11 July 2011	Registered
1489044	 DITTO DENTAL	1 May 2012	Registered

CANADA

TRADE MARKS

NUMBER	MARK	FILING DATE	STATUS
1,385,990	DITTO	26 February 2008	Pending
1,540,721	DITTO LITE	15 August 2011	Pending
1,540,722	DITTO (Logo)	15 August 2011	Pending
			
1,579,538	DITTO DENTAL	24 May 2012	Pending

CHINA

DESIGN APPLICATIONS

NUMBER	TITLE	FILING DATE	STATUS
201230538876.3	Display Device/ Docking Stand/Display Device with Docking Stand	2 November 2012	Pending
201330011913.X	Display Devices/Docking Stand	8 January 2013	Pending

PATENT APPLICATIONS

NUMBER	TITLE	FILING DATE	STATUS
200980128004.5	Method For Preparing A Patient For A Medical Treatment	14 July 2009	Pending

TRADE MARKS

NUMBER	MARK	FILING DATE	STATUS
958422	DITTO	27 February 2007	Registered
1097639	DITTO LITE	14 October 2011	Registered
1097478	DITTO (Logo)	14 October 2011	Registered



1128921	DITTO DENTAL		Pending
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EUROPE

REGISTERED DESIGNS

NUMBER	TITLE	FILING DATE	STATUS
000709977-0001	Display Device	17 April 2007	Registered
002129734-0001	Display Device	2 November 2012	Registered
002129734-0002	Display Device with Docking Stand	2 November 2012	Registered
002129734-0003	Docking Stand	2 November 2012	Registered
002129734-0004	Display Device	2 November 2012	Registered
002129734-0005	Display Device	2 November 2012	Registered
002129734-0006	Display Device	2 November 2012	Registered
002129734-0007	Docking Stand	2 November 2012	Registered

PATENT APPLICATIONS

NUMBER	TITLE	FILING DATE	STATUS
09797260.8	Method For Preparing A Patient For A Medical Treatment	14 July 2009	Pending

TRADE MARKS

NUMBER	MARK	FILING DATE	STATUS
958422	DITTO	27 February 2007	Registered
1097639	DITTO LITE	14 October 2011	Registered
1097478	DITTO (Logo)	14 October 2011	Registered
			
1128921	DITTO DENTAL		Pending

JAPAN

TRADE MARKS

NUMBER	MARK	FILING DATE	STATUS
958422	DITTO	27 February 2007	Registered
1097639	DITTO LITE	14 October 2011	Registered
1097478	DITTO (Logo)	14 October 2011	Registered



1128921	DITTO DENTAL		Pending
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MADRID PROTOCOL

TRADE MARKS

NUMBER	MARK	FILING DATE	STATUS
958422	DITTO	27 February 2008	Registered
1097639	DITTO LITE	14 October 2011	Registered
1097478	DITTO (Logo)	14 October 2011	Registered
1128921	 DITTO DENTAL	15 June 2012	Registered

NEW ZEALAND

TRADE MARKS

NUMBER	MARK	FILING DATE	STATUS
784926	DITTO	26 February 2008	Registered
845526	DITTO LITE	11 July 2011	Registered
845527	DITTO (Logo)	11 July 2011	Registered
			
958085	DITTO DENTAL	01 May 2012	Registered

UNITED STATES OF AMERICA

DESIGN APPLICATIONS AND REGISTERED DESIGNS

NUMBER	TITLE	FILING DATE	STATUS
29/439,870	Display Device	17 December 2012	Pending
29/436,120	Display Device/Docking Stand	1 November 2012	Pending
D574,893	Display Device	17 April 2007	Registered
29/439,891	Docking Stand	17 December 2007	Pending

PATENT APPLICATIONS AND PATENTS

NUMBER	TITLE	FILING DATE	STATUS
8,292,797	Diversionary Therapy Apparatus And Methods And Interactive Devices	17 October 2006	Granted/ Sealed/ Registered
13/003,870	Method For Preparing A Patient For A Medical Treatment	14 July 2009	Pending

TRADE MARKS

NUMBER	MARK	FILING DATE	STATUS
3,658,182	DITTO	27 February 2007	Registered
4,247,950	DITTO LITE	14 October 2011	Registered
4,247,938	DITTO (Logo)	14 October 2011	Registered



79/117,774	DITTO DENTAL	15 June 2012	Pending
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