

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2759585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAY O'DELL	11/04/2013
PAUL RYAN	11/04/2013
SUE BOYD	11/04/2013
DAVID AULD	11/12/2013
MIROSLAV EGOROV	11/12/2013
RECEIVING PARTY DATA	
Name:	GLOBAL TRADING SOLUTIONS PTY LTD
Street Address:	1072 CENTRE ROAD
City:	SOUTH OAKLEIGH, VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29476447
CORRESPONDENCE DATA	
Fax Number:	(703)787-7557
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(703)787-9400
Email:	linda@wcc-ip.com
Correspondent Name:	WHITHAM, CURTIS, CHRISTOFFERSON & COOK
Address Line 1:	11491 SUNSET HILLS ROAD, SUITE 340
Address Line 4:	RESTON, VIRGINIA 20190
ATTORNEY DOCKET NUMBER:	08270064DA
NAME OF SUBMITTER:	MICHAEL E. WHITHAM
SIGNATURE:	/Michael E. Whitham/
DATE SIGNED:	03/10/2014
Total Attachments: 14	
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HALFORDS IP

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Deed of Assignment and Confirmation

Ray O'Dell

Paul Ryan

Sue Boyd

David Auld

Miroslav Egorov

Outerspace Design Group Pty Ltd

ACN 057 888 552

Global Trade Solutions Pty Ltd

ACN 112 443 204

and

Natural Product Solutions Pty Ltd

ACN 118 352 686

This deed of assignment and confirmation

is made between the following parties:

Ray O'Dell C/- Global Trading Solutions Pty Ltd 1072 Centre Road, South Oakleigh, Victoria 3167 Australia (O'Dell)	Paul Ryan C/- Global Trading Solutions Pty Ltd 12 Pembury Road, Minto, New South Wales 2566 Australia (Ryan)
Sue Boyd Melbourne Australia (Boyd)	David Auld C/- Outerspace Design Group Pty Ltd, 16 Harvey Street Richmond, Victoria 3121 Australia (Auld)
Miroslav Egorov C/- Outerspace Design Group Pty Ltd, 16 Harvey Street Richmond, Victoria 3121 Australia (Egorov)	Outerspace Design Group Pty Ltd 16 Harvey Street Richmond, Victoria 3121 Australia (Outerspace)
Global Trading Solutions Pty Ltd 1072 Centre Road, South Oakleigh, Victoria 3167 Australia (Global)	Natural Product Solutions Pty Ltd 1072 Centre Road, South Oakleigh, Victoria 3167 Australia (Natural)

Recitals

- A. The design included in the design application 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 will be referred to as **The Intellectual Property**.
- B. Outerspace is a design consultancy engaged by Global to provide design services which include designing articles and inventing inventions for Global on the condition that all rights, including patent and utility model rights for inventions, design rights for articles, copyright in respect of drawings and all other Intellectual Property Rights once created would be owned by and assigned to Global and that all designs and design rights and all other Intellectual Property applications would be in the name of Global or related party.
- C. Egorov and Auld were employees of Outerspace at the time of co-designing the designs which were included in the design application listed in Part A in the schedule to this deed.

- D. Boyd is a design consultant engaged by Global to provide design services which include designing articles for Global on the condition that all rights, including patent and utility model rights for inventions, design rights for articles, copyright in respect of drawings and all other Intellectual Property Rights once created would be owned by and assigned to Global and that all designs and design rights and all other Intellectual Property applications would be in the name of Global or related party.
- E. Boyd wishes to confirm that she co-designed the design of the Intellectual Property for Global.
- F. O'Dell and Ryan were employees of Global at the time of co-designing the designs of The Intellectual Property.
- G. O'Dell and Ryan wish to confirm that they co-designed the designs of The Intellectual Property within the course and scope of their employment with Global.
- H. Egorov and Auld wishes to confirm that they co-designed the designs of the Intellectual Property in the course and scope of their employment with Outerspace.
- I. O'Dell, Ryan, Boyd, Egorov, Auld and Outerspace wish to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by Global at the time of filing of the application listed in Part A in the schedule to this deed.
- J. O'Dell, Ryan, Boyd, Egorov, Auld and Outerspace will be referred to as The Assignors.
- K. The Assignors wish to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by Global at the time of filing of the applications listed in Part A in the schedule to this deed.
- L. In the event that the Assignors have any right, title and interest in The Intellectual Property pursuant to the recitals above, the Assignors wish to assign to Global that right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file applications for patents, designs, utility models, registration of copyright or any other intellectual property in respect of The Intellectual Property, in respect of any country or jurisdiction including PCT applications, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.
- M. Global is desirous of assigning its rights to the Intellectual Property to Natural.

This deed witnesses

that in consideration of, among other things, the payment by Global to the Assignors of AU\$1, and the subsequent payment by Natural to Global of AU\$1, the receipt and sufficiency of which is acknowledged by all parties, the parties agree;

1 Assignment

- (a) The Assignors assign to Global:

- (1) all of the Assignors interest in The Intellectual Property;
and
 - (2) 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.
- (b) This assignment is effective on:
14 June 2013
- (c) Global assigns to Natural:
 - (1) all of the Global's interest in The Intellectual Property; and
 - (2) 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.
- (d) This assignment is effective on:
14 July 2013

2 Confirmations

2.1 Ownership

The Assignors confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by Global at the time of filing of the application listed in Part A of the schedule to this deed.

2.2 Design

- (a) O'Dell and Ryan confirm that they co-designed the designs of The Intellectual Property, in the course and scope of their employment with Global.
- (b) Egorov and Auld confirm that they co-designed the designs of the Intellectual Property in the course and scope of their employment with Outerspace.
- (c) Boyd wishes to confirm that she co-designed the design of the Intellectual Property for Global.

3 Registering this assignment and further action

- (a) Natural must pay any fees or costs in relation to registering this assignment.

- (b) The Assignors must execute any documents and do any other things that Natural reasonably requests to:
 - (1) enable Natural to have its ownership of The Intellectual Property registered in any appropriate registry;
 - (2) enable Natural to file or prosecute in its name any application for a patent, design 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; and
 - (3) give effect to the terms of this deed.
-

4 Assignors undertakings

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Natural for a patent, design 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 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 Natural's interest in or use or exploitation of The Intellectual Property.
-

5 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.

6 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. Design disclosed in:**

Jurisdiction and Type	Application No.	Date filed	Invention or Design title
Australian Design	12752/2013	14 June 2013	Vehicle recovery track

B. Priority rights

The Assignor's rights to claim priority under any applicable international convention for design applications relating to the design application that is the subject of the patent application listed in A above.



C. Artistic works

Artistic works including models, drawings, etchings and computer generated images relating to the design that is the subject of the application 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 invention that is the subject of the application listed in A above but without limitation to drawings which have been used in the application in A above.

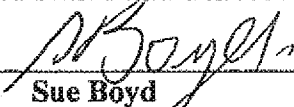

Executed as a deed:

Signed sealed and delivered by	
	
Ray O'Dell	
in the presence of:	
Witness Signature:	
Witness name (please print): ANDREW ROFF	
Date: 4/11/2013	

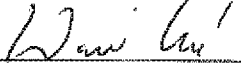
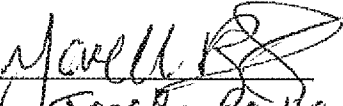
Executed as a deed:

Signed sealed and delivered by	
<u>Paul Ryan</u>	
Paul Ryan	
in the presence of:	
Witness Signature:	<u>Jayne Kelly</u>
Witness name (please print):	<u>Jayne Kelly</u>
Date:	<u>4/11/13</u>


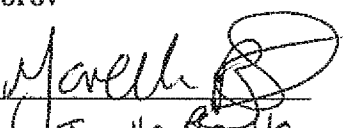
Executed as a deed:

Signed sealed and delivered by	
	_____
Sue Boyd	
in the presence of:	
Witness Signature:	 _____
Witness name (please print):	Lance Ringstad
Date:	4/11/2013

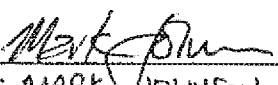

Executed as a deed:

Signed sealed and delivered by	
	
David Auld	
in the presence of:	
Witness Signature:	
Witness name (please print):	Marell Bentley
Date:	12.11.13

Executed as a deed:

Signed sealed and delivered by	
	
Miroslav Egorov	
in the presence of:	
Witness Signature:	
Witness name (please print):	Janelle Bentley
Date:	12.11.13

Executed as a deed:

Executed by	
Outerspace Imagineering Pty Ltd	
ACN 057 888 552	
pursuant to s.127 of the <i>Corporations Act</i>	
by:	
Director Signature: <u></u>	
Please print name: <u>MARK JOHNSON</u>	
Company Secretary	
Signature: <u></u>	
Please print name: <u>FRED BLOCHLINGER</u>	
Date: <u>12th NOVEMBER 2013.</u>	

Executed as a deed:

Executed by	
Global Trading Solutions Pty Ltd	
ACN 112 443 204	
pursuant to s.127 of the <i>Corporations Act</i>	
by:	
Director Signature:	<u>[Signature]</u>
Please print name:	<u>RAYMOND GEORGE O'DELL</u>
Company Secretary	<u>[Signature]</u>
Signature:	<u>[Signature]</u>
Please print name:	<u>RAYMOND GEORGE O'DELL</u>
Date:	<u>11/11/2013</u>

Executed as a deed:

Executed by	
Natural Product Solutions Pty Ltd	
ACN 118 352 686	
pursuant to s.127 of the <i>Corporations Act</i>	
by:	
Director Signature:	<u><i>R O O'Neil</i></u>
Please print name: <u>ROGER O'NEIL</u>	
Company Secretary	<u><i>R O O'Neil</i></u>
Signature:	<u><i>R O O'Neil</i></u>
Please print name: <u>ROGER O'NEIL</u>	
Date:	<u>14/11/2013</u> <u>RO O'NEIL</u>