## 503796907 04/25/2016 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3843554

SUBMISSION TYPE:		NEV	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASS	ASSIGNMENT			
CONVEYING PARTY	/ DATA					
		Nam	Name			Execution Date
GARY JOHN GREVIS						03/25/2015
RECEIVING PARTY	DATA					
Name: CARYL LUCY			ANKHAM			
Street Address:	24 COC	24 COORABIN COURT				
City:	TALLEBUDGERA, QLD					
State/Country: AUSTRALIA						
Postal Code:	4228					
PROPERTY NUMBE	RS Total: 1					
Property Type		Number				
Patent Number:		D624803				
Fax Number:		(410)666-7				
Correspondence will using a fax number, Phone: Email: Correspondent Nam Address Line 1:	if provided	<b>I; if that is</b> 410-628-7 jgalbreath JOHN A. ( 2516 CHE	<i>unsuccessful, it will</i> 770 @galbreath-law.com GALBREATH STNUT WOODS CT.	be sen		
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Between

#### **GARY JOHN GREVIS**

And

CARYL LUCY FRANKHAM

## SHARE SALE AGREEMENT



West Burleigh Professional Centre 39 Tallebudgera Creek Road West Burleigh QLD 4219 Ph 07 5586 2222 Fax 07 5586 2233 Email info@reaburn.com.au Website www.reaburn.com.au Our Ref. MR:1400738 Doc No: 141532

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THIS SHARE SALE AGREEMENT is made the 25<sup>th</sup> day of March 2015

- BETWEEN: GARY JOHN GREVIS of Unit 3, 7 Fortitude Crescent, West Burleigh in the State of Queensland ("Gary")
- AND: CARYL LUCY FRANKHAM of 67/1 Glenside Drive, Robina in the State of Queensland ("Caryl")

#### WHEREAS

- A. Gary and ROBERT PAUL FRANKHAM known in the Company Records of F & G Technologies Pty Ltd ACN 119 299 339 ("the Company") as ROBERT FRANKHAM ("Bob") currently recorded as Directors of the Company.
- B. Bob died on 17 February 2015.
- C. Caryl is the Executor of Bob's Estate.
- D. The Company is a registered Company situated at 7 Sixth Avenue, Palm Beach in the State of Queensland;
- E. Gary owns 2 shares in the Company ("the Shares").

#### IT IS AGREED AS FOLLOWS

- In consideration of the payment of \$15,000.00 and the release of half of the funds held in the Company bank account with Suncorp within 7 days of the date of this Agreement, Gary shall sign all such documents and all things necessary to:
  - (a) Transfer his Shares in the Company to Caryl or as directed by her;
  - (b) Resign as a Director of the Company;
  - (c) Transfer/assign his right, title and interest (if any) in the Assets set out in Schedule "A" (whether owned by the Company or him personally) to Caryl or as directed by her.

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- 2. Gary warrants that there are no outstanding liabilities of the Company which have not been disclosed to Caryl at the date of this Agreement.
- Caryl hereby indemnifies Gary against all and any liability arising out of Gary's position as Director of the Company in respect of all liabilities incurred on and from the date of this Agreement.
- 4. Time in all respects is of the essence of this Agreement.
- If any provision of this Deed is construed to be invalid, illegal or unenforceable then that may be read down to the extent necessary to give valid operation to every other part of this Deed.
- This Agreement is governed by an interpreted in accordance with the laws of Queensland and the parties agree and we agree to submit to the non exclusive jurisdiction of the courts of Queensland.
- 7. Any variation of this Deed must be made in writing and signed by the Parties.
- 8. No waiver or indulgence by any Party to this Deed is binding on the Parties unless it is in writing. No waiver of 1 breach of any term or condition of this Deed will operate as a waiver of another breach of the same or any other term or condition of this Deed.
- 9. The Parties will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other Party to carry out and effect the intent and purpose of this Deed.
- 10. Each Party acknowledges that they have not entered into this Deed in reliance on or as a result of any representation, promise, statement, conduct or inducement to that Party by or on behalf of any other Party otherwise than as provided in this Deed or as notified in writing by that Party to the other Party before the date of this Deed.
- 11. Any party may plead the terms of this Deed as a bar in respect of any Claim or proceedings brought by any other party.

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- 12. (a) Each party shall keep the contents of this Deed and all documents, information and other material made available to that party in connection with the negotiation of this Deed or in the course of the performance of this Deed confidential, and shall not disclose the same to any other person without the written consent of the other party;
  - (b) The obligations in this clause do not apply where disclosure by a party is required by law or required to comply with a mandatory requirement of a regulatory or government agency.
- 13. It is acknowledged that:
  - (a) This Deed comprises the whole of the agreement between the parties;
  - (b) To the fullest extent permissible by law, no further or other covenants are implied or arise between the parties by way of collateral or other agreement or by reason of any alleged promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this Deed and the existence of any implied, collateral or other agreement is negatived;
  - (c) Counterparts of the Deed may be executed by any of the parties to it by executing a facsimiled or emailed copy of it and retransmitting the executed Deed to the solicitors for the other party and such execution (and exchange by facsimile or acknowledged email) shall be deemed for all purposes to be a valid execution of the Deed and an exchange of counterparts.
- 14. By signing or executing this Deed each party is deemed to unconditionally sign, seal and deliver this Deed as a deed, with the intention of being immediately bound by the Deed.

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#### SCHEDULE "A"

#### **Trade Marks**

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Australian registered trade mark number 1295076

#### Patents

Australian patent application number 2011213556 New Zealand registered patent number 602196 United Kingdom patent application number GB1215751.7

#### Designs

Australian registered design number 325797 European registered design number 001 170 484-0001 United States registered design number D624,803 Canadian registered design number 132,572 New Zealand registered design number 412773

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6.L.E.roashbor presence of: ······ Justice of the Peace/Solicitor/C.dec/ Witness Mark Andrew Reabura Solicitor Full Name of Witness REABURN SOLICITORS

SIGNED SEALED AND DELIVERED

by CARYL LUCY FRANKHAM in the

# 39 Tallebudgera Creek Road PO Box 215

West Burleigh Qld 4219 an ele anter a superior e e en any en anter e a superior de la company de la company de la company de la compa

Address of Witness

SIGNED SEALED AND DELIVERED by GARY JOHN GREVIS in the presence of:

วรอร์มี เมื่อไวรเว่าได้ มีเมือง Justice of the Peace/Solicitor/C.dec/

Witness Mark Andrew Reaburn Solicitor

REABURN SOLICITORS Full Name of Witness 39 Tallebudgera Creek Road PO Box 215 West Burleigh Old 4219

Address of Witness

**RECORDED: 04/25/2016**