

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5161598

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VOZTEC LIMITED	06/07/2018
RECEIVING PARTY DATA		
Name:	VHA HOLDINGS PTY LIMITED	
Street Address:	146 OLD PITTWATER ROAD	
City:	BROOKVALE	
State/Country:	AUSTRALIA	
Postal Code:	2100	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	8176574	
Patent Number:	8572767	
Patent Number:	9032557	
CORRESPONDENCE DATA		
Fax Number:	(801)328-1707	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	cwinslow@wnlaw.com	
Correspondent Name:	WORKMAN NYDEGGER	
Address Line 1:	60 E. SOUTH TEMPLE	
Address Line 2:	SUITE 1000	
Address Line 4:	SALT LAKE CITY, UTAH 84111	
ATTORNEY DOCKET NUMBER:	16946.0	
NAME OF SUBMITTER:	MICHAEL J. FRODSHAM	
SIGNATURE:	/Michael J. Frodsham/	
DATE SIGNED:	09/27/2018	
Total Attachments: 14		
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Deed of Assignment of Intellectual Property

Voztec Limited ACN 086 431 521

and

Voztec Helmets Pty Ltd ACN 123 460 202

and

**VHA Holdings Pty Limited ACN 624 300 367
as trustee for the VHA Unit Trust ABN 73 264 774 756**

Ref RAG:NK:EF:871712

Doc ID 571826453/v1

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PATENT

REEL: 046993 FRAME: 0003

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Deed of Assignment of Intellectual Property

Date 7 June 2018

Parties **Voztec Limited ACN 086 431 521**
of Level 12, Grosvenor Place, 225 George Street, Sydney NSW 2000
and
Voztec Helmets Pty Ltd ACN 123 460 202
of Level 12, Grosvenor Place, 225 George Street, Sydney NSW 2000
(together, the **Assignor**)

VHA Holdings Pty Limited ACN 624 300 367 as trustee for the VHA Unit Trust ABN 73 264 774 756
of 146 Old Pittwater Road, Brookvale NSW 2100
(**Assignee**)

Recitals A. The Assignor is the owner of the Intellectual Property Rights in the IP Assets.
B. The Assignor agrees to assign, and the Assignee agrees to accept, the Intellectual Property Rights in the IP Assets on the terms and conditions of this deed.

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

1. Definitions

1.1 Definitions

In this deed:

Assignor Intellectual Property Rights means:
(a) all rights subsisting (including associated reputation and goodwill) in:
(i) the Patents;

- (ii) the Business Names;
- (iii) the Domain Names; and
- (iv) the Trade Marks;
- (b) all rights subsisting in the Assignor in trade secrets and in financial, marketing and technical information, ideas, concepts, know-how, technology, processes and knowledge which is confidential or of a sensitive nature (but excluding that which is in the public domain) used by the Assignor in the Business (but excluding Licensed Intellectual Property Rights); and
- (c) all other Intellectual Property Rights (excluding Moral Rights) owned by the Assignor and used in the Business.

Business means the business operated by the Assignor known as Voxx Helmets.

Business Names means the business names set out in Part A of Schedule 1 (if any).

Confidential Information means:

- (a) any information relating to the IP Assets;
- (b) any information relating to this deed, its subject matter, and any negotiations or transactions contemplated or provided for in this deed, including:
 - (i) any information passing from the personnel of the Assignee;
 - (ii) any information regarding the previous, current or future business interests, operations or affairs of the Assignee or any of its related corporations or of any person or entity with which the Assignee may deal or be concerned; and
- (c) any information in any form disclosed by the Assignee to the Assignor or acquired by the Assignor from the Assignee, whether deliberately or inadvertently, and regardless of whether or not marked confidential, which is or can reasonably be regarded as being confidential to the Assignee.

Domain Names means the domain names set out in in Part A of Schedule 1.

Intellectual Property Rights includes both in Australia and throughout the world and for the duration of the rights:

- (a) any patents, copyrights, registered or unregistered trade marks or service marks, trade names, brand names, indications of source or appellations of origin, eligible layout rights, registered designs and commercial names

and designations;

- (b) any invention, discovery, trade secret, know-how, computer software and confidential, scientific, technical and product information;
- (c) any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields whether industrial, commercial, agricultural or extractive and whether dealing with manufactured or natural products; and
- (d) any letters patent, deed of grant, certificate or document of title for any thing referred to in paragraphs (a), (b), (c) or (d) of this definition and any medium in which any thing referred to in those paragraphs is stored or embodied.

IP Assets means the Assignor Intellectual Property Rights and the Licensed Intellectual Property Rights.

Licensed Intellectual Property Rights means the Intellectual Property Rights licensed by a third party to the Assignor and used in the Business, including those set out in Part B of Schedule 1.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute or otherwise anywhere in the world that may exist or that may come to exist in the future.

Patents means the patents set out in in Part A of Schedule 1.

Trade Marks means the trade marks set out in in Part A of Schedule 1.

1.2 Interpretation

In this deed unless contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);

- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Sydney time;
- (k) 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;
- (l) a reference to an agreement other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (m) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
- (n) a provision of this deed may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this deed or the preparation or proposal of that provision; and
- (o) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.

2. Assignment

2.1 Assignment

The Assignor:

- (a) assigns all of its right, title and interest, including its Intellectual Property Rights in the IP Assets to the Assignee, and the Assignee accepts the assignment; and
- (b) agrees that the IP Assets are the Confidential Information of the Assignee for the purposes of clause 3.

2.2 Moral Rights

The Assignor agrees to waive, to the extent permissible at law, its Moral Rights in respect of the IP Assets and voluntarily and unconditionally consents to the Assignee or persons authorised by the Assignee doing, or omitting to do, any act which would otherwise infringe any Moral Rights in the IP Assets.

2.3 Further assurances

The Assignor agrees to execute all documents (including documents required in relation to applications for registration) and do all things that the Assignee may reasonably require to perfect the assignment of the Assignor Intellectual Property Rights to the Assignee and the Assignee's ownership of the IP Assets.

3. Confidentiality

3.1 Obligations

The Assignor must keep the Confidential Information confidential. The Assignor must not use or disclose the Confidential Information for any purpose other than that which the information was disclosed.

3.2 Survival of obligations

The obligations of confidentiality under this deed are ongoing and survive any expiration or termination of this deed.

4. General

4.1 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed under the laws in force in New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

4.2 Entire agreement

This deed states all of the express terms agreed by the parties in respect of effecting the assignment of Intellectual Property Rights in the IP Assets.

4.3 Costs and expenses

Each party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this deed.

4.4 Counterparts

- (a) This deed may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.
- (b) A party that has executed a counterpart of this deed may exchange that counterpart with another party by faxing or emailing it to the other party or the other party's legal representative.

Schedule 1 IP Assets

Part A Seller Intellectual Property Rights

1. Domain Names

Domain ID	Domain Name	Registrant
1927740965	www.vozzhelmets.com	Channel Zero

2. Trade Marks

Jurisdiction	Number	Mark	Owner	Classes
Australia	1344157	Voztec	Voztec Limited	9, 45
Australia	1696085	VOZZ	Voztec Limited	9, 25
Canada	TMA872548	VOZTEC	VOZTEC LIMITED	9, 45
China	G1264538	VOZZ	Voztec Limited	9
China	G1074336	Voztec	Voztec Limited	9
European Union	1264538	VOZZ	Voztec Limited	9
European Union	1074336	Voztec	Voztec Limited	9

Jurisdiction	Number	Mark	Owner	Classes
India	3177515	VOZZ	Voztec Limited	9
India	2117811	Voztec	VOZ CORP PTY LTD (now renamed as Voztec Limited)	9
Japan	1264538	VOZZ	Voztec Limited	9
Japan	1074336	Voztec	Voztec Limited	9
New Zealand	1027986	VOZZ	Voztec Limited	9
New Zealand	838692	Voztec	Voztec Limited	9
Republic of South Korea	1264538	VOZZ	Voztec Limited	9
Republic of South Korea	1074336	Voztec	Voztec Limited	9
South Africa	2011/07416	VOZTEC	VOZTEC LIMITED	9
United States	5019707	VOZZ	Voztec Limited	9
United States	4085922	Voztec	Voztec Limited	9
WIPO (Madrid)	1264538	VOZZ	Voztec Limited	9

Jurisdiction	Number	Mark	Owner	Classes
WIPO (Madrid)	1074336	Voztec	Voztec Limited	9

3. Patents

Number	Title	Owner	Jurisdiction
2016269455 <i>(filed, not yet granted)</i>	A protective helmet	Voztec Limited	Australia
2011325854	A protective helmet	Voztec Limited	Australia
2011200780	A protective helmet	Voztec Limited	Australia
2006317514	A protective helmet	Voztec Limited	Australia
112013010675	Capacete Protetor (Protective Helmet)	VOZTEC PTY LTD (now renamed as Voztec Limited)	Brazil
201180061613	A protective helmet	Voztec Pty Ltd (now renamed as Voztec Limited)	China
1951077	A PROTECTIVE HELMET	Voztec Pty Ltd (now renamed as Voztec Limited)	European Union
2635144	A PROTECTIVE HELMET	VOZTEC LIMITED	European Union
1951077	A PROTECTIVE HELMET	VOZTEC LIMITED	France

Number	Title	Owner	Jurisdiction
1951077	SCHUTZHELM (Helmet)	Voztec Limited	Germany
4812/DELNP/2013	A PROTECTIVE HELMET	VOZTEC PTY LTD (now renamed as Voztec Limited)	India
50735-BE/2012 (EP1951077)	A protective helmet	VOZTEC LIMITED	Italy
5007307	A PROTECTIVE HELMET	n/a	Japan
5913341	A PROTECTIVE HELMET	n/a	Japan
1020137014174	A PROTECTIVE HELMET (보호 헬멧)	Voztec Limited	Republic of South Korea
2013031869	A PROTECTIVE HELMET	VOZTEC LIMITED	Singapore
1951077	Casco de protección (Protective helmet)	VOZ CORP PTY LTD (now renamed as Voztec Limited)	Spain
2012/10342	Koruyucu bir kask (A protective helmet)	VOZTEC LTD	Turkey
1951077	A protective helmet	VOZTEC LIMITED	United Kingdom

Number	Title	Owner	Jurisdiction
8176574	Protective helmet	Voz Corp Pty Ltd (now renamed as Voztec Limited)	United States
8572767	Protective helmet	Voztec Pty Ltd (now renamed as Voztec Limited)	United States
9032557	Protective helmet	Voztec Limited	United States
PCT/AU2006/001770	A PROTECTIVE HELMET	VOZ CORP PTY LTD (now renamed as Voztec Limited)	WIPO/PCT
PCT/AU2011/001397	A PROTECTIVE HELMET	VOZTEC PTY LTD (now renamed as Voztec Limited)	WIPO/PCT
PCT/AU2017/050109	PROTECTIVE HELMETS, PROTECTIVE HELMET COMPONENTS AND METHODS FOR MANUFACTURING PROTECTIVE HELMETS, INCLUDING PROTECTIVE HELMETS HAVING AN ENLARGEABLE BELL OPENING	VOZTEC HELMETS PTY LTD	WIPO/PCT

Part B Licensed Intellectual Property Rights

NIL

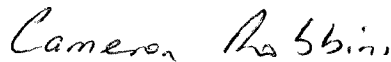
Signing page

Executed as a deed

Executed by Voztec Limited ACN 086 431 521 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director



Full name (print)



Signature of Director/Company Secretary



Full name (print)

Executed by Voztec Helmets Pty Ltd ACN 123 460 202 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



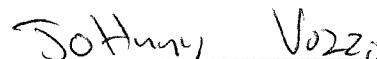
Signature of Director



Full name (print)

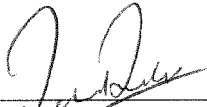


Signature of Director/Company Secretary



Full name (print)

Executed by VHA Holdings Pty Limited ACN 624 300 367 as trustee of the VHA Unit Trust ABN 73 264 774 756 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



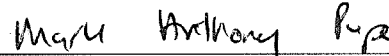
Signature of Director



Full name (print)



Signature of Director/Company Secretary



Full name (print)