

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7063357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INFINITY RETRACTABLE SCREENS PTY LTD	08/01/2021
RECEIVING PARTY DATA	
Name:	FREEDOM SCREENS CAPITAL PTY LTD
Street Address:	UNIT 7, ELLIOTT PLACE, 2 ELLIOTT STREET
Internal Address:	SURFERS PARADISE
City:	QUEENSLAND
State/Country:	AUSTRALIA
Postal Code:	4217
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9351599
CORRESPONDENCE DATA	
Fax Number:	(301)896-0607
<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>	
Phone:	3018960600
Email:	uspto.filings@bw-iplaw.com
Correspondent Name:	BERENATO & WHITE, LLC
Address Line 1:	6550 ROCK SPRING DRIVE
Address Line 2:	SUITE 240
Address Line 4:	BETHESDA, MARYLAND 20817
ATTORNEY DOCKET NUMBER:	6466.140
NAME OF SUBMITTER:	JOSEPH W. BERENATO, III
SIGNATURE:	/Joseph W. Berenato, III, Reg No 30546/
DATE SIGNED:	12/08/2021
Total Attachments: 17	
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Deed of Assignment of Patents, Designs, Copyright, Trade Secrets and Trade Marks

INFINITY RETRACTABLE SCREENS PTY LTD ACN 142 162
856
("Assignor")

FREEDOM SCREENS CAPITAL PTY LTD ACN 651 627 413
("Assignee")

Details

Date August 2021

Parties

Name INFINITY RETRACTABLE SCREENS PTY LTD
ACN ACN 142 162 856
Address 9 Traders Way, Currumbin Waters, Queensland 4223 Australia
("Assignor")

Name FREEDOM SCREENS CAPITAL PTY LTD
ACN ACN 651 627 413
Address Unit 7, Elliott Place, 2 Elliott Street, Surfers Paradise, Queensland 4217
Australia
("Assignee")

Background

- A. The Assignor has been granted and/or has applied for the Patents for the Inventions in Australia and overseas.
- B. The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Patents and the Inventions, including the right to apply for and obtain corresponding patents in any country.
- C. The Assignor has been granted and/or has applied for the registration of the Designs in Australia and overseas.
- D. The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Designs, including the right to apply for and obtain corresponding design protection in any country.
- E. The Assignor has applied for registration of the Trade Marks in Australia and overseas.
- F. The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Trade Marks, including the right to apply for and obtain corresponding Trade Marks in any country.
- G. In the course of its exploitation of the Patents, Inventions and Designs the Assignor has developed and/or caused to be developed Trade Secrets.
- H. The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Trade Secrets.
- I. In the course of its exploitation of the Patents, Inventions and Designs the Assignor has produced and/or caused to be produced Copyright Material.
- J. The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Copyright Material.

Agreed Terms

1 Interpretation

1.1 In this Deed the following definitions apply:

"Assignment Fee" means sum of \$400,000.00 (GST exclusive);

"Assigned Rights" means the rights assigned to the Assignee by the Assignor as described in clause 2;

"Business" has the same meaning as defined in the SSA;

"Business Day" means a day on which the banks are open for business in Brisbane, Queensland other than a Saturday, Sunday or public holiday in Brisbane, Queensland;

"Buyer" means the Buyer under the SSA;

"Claim" includes any claim, notice, Demand, action, proceeding, litigation, investigation, audit, judgment, damage, Loss, cost, expense or Liability however arising, whether based in contract, tort or statute and whether involving a third party or a party to this Deed;

"Company" means Freedom Screens of Australia Pty Ltd ACN 093 847 388;

"Completion" has the same meaning as defined in the SSA;

"Completion Date" has the same meaning as defined in the SSA;

"Copyright" means copyright as defined in section 31(1) of the Copyright Act;

"Copyright Act" means the Copyright Act 1968 (Cth) as amended;

"Copyright Material" means "copyright material" as defined in section 10 of the Copyright Act which material relates in any way to or arises in any way from the Business or the Intellectual Property;

"Demand" means a written notice of, or a demand for, an amount payable, or for any other action;

"Designs" means the registered designs and/or design applications set out in Schedule One;

"Disclosure Material" has the same meaning as defined in the SSA;

"Due Diligence Investigation" means the due diligence investigation of the Company, Business and Assigned Rights undertaken by and on behalf of the Buyer before the execution of this Deed;

"Duty" means any stamp, transaction or registration duty, or similar charge, imposed by any Governmental Agency, and includes but is not limited to, any interest, fine, penalty, charge or other amount imposed in respect of the above, but excludes any Tax;

"Fully and Fairly Disclosed" means disclosed in sufficient detail so as to enable a reasonable and sophisticated buyer or its advisors to identify the nature, significance, and the intended timing (where applicable) of the relevant matter, event or circumstance;

"Governmental Agency" means any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes a Taxation Authority;

"Intellectual Property" means all rights and entitlements in relation to the inventions, Patents, Designs, Trade Marks, Trade Secrets, Copyright Material and all other intellectual property and other rights and entitlements relating to intellectual property of any description which are transferred pursuant to this Deed;

"Inventions" means all inventions that are the subject of, derived from, described by or encompassed within the Patents;

"Liability" includes liabilities, duties and obligations of any nature affecting the person concerned, however arising, including penalties, fines and interests, and including those which are prospective or contingent;

"Loss" means any damage, loss, cost, charge, expense or Liability however arising (including contractual, tortious, legal, equitable loss or loss pursuant to statute);

"Patents" means the patents and/or patent applications set out in Schedule One;

"Personnel" means the officers, employees, contractors (including sub-contractors and their employees), professional advisers, representatives and agents of a person;

"Sellers" means the Sellers under the SSA;

"Sellers' Deed" means the deed between the Sellers, the Company and the Assignee which deed is entered into pursuant to the SSA on or about the date of this Deed;

"SSA" means the Share Sale and Purchase Agreement entered into between Anthony Roberts and Michelle Ann Roberts (as Sellers) and Freedom Screens Holdings Pty Ltd ACN 651 628 170 (as Buyer) in relation to all of the issued share capital in Freedom Screens of Australia Pty Ltd ACN 093 647 388;

"Tax" means any tax, levy, charge, Duty, impost, fee, deduction, goods and services tax, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Governmental Agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above;

"Taxation Authority" means any revenue, customs, fiscal, statutory, federal, state, provincial, local, governmental or municipal authority, body or person, competent to impose any Tax whether in Australia or elsewhere;

"Territory" means Australia and all overseas countries;

"Third Party" means any person or entity (including a Governmental Agency) other than the Assignor or the Assignee;

"Third Party Claim" means any Claim or cause of action made or brought by a Third Party;

"Trade Marks" means the Trade Marks and/or Trade Mark applications set out in Schedule One;

"Trade Secrets" means to the extent any trade secrets have been developed and are owned by the Assignor:

- (a) any information that satisfies the definition of 'trade secret' in any of the following;

- (i) the Economic Espionage Act of 1996, U.S.C. §§ 1831 – 1839, § 1839 (3);
- (ii) the Indiana Uniform Trade Secrets Act, Ind. Code § 24-2-3;
- (iii) the EU Trade Secrets Directive (EU) 2016/943; or
- (iv) any other applicable laws relating to trade secrets in Queensland;

insofar as that information relates in any way to the Business or the Intellectual Property; and

- (b) any secret information which gives to its holder an economic or commercial advantage over the holder's competitors in trade or commerce and which information the holder has made reasonable efforts to keep secret insofar as that information relates in any way to the Business or the Intellectual Property.

"Warranty" means a warranty in clause 4.

- 1.2 In this Deed headings are for convenience only and do not affect the interpretation of this Deed.
- 1.3 Any reference in this Deed to a party includes that party's successors in title and assigns.
- 1.4 No provision of this Deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Deed or that provision.
- 1.5 An obligation or a liability assumed by two or more persons under this Deed binds them jointly and severally and a right conferred on two or more persons benefits them jointly and severally.
- 1.6 This Deed may be executed in any number of counterparts including those provided as an electronic copy by email, each of which, when so executed, will be taken to be an original and those counterparts will constitute one and the same instrument.

2 Assignment

In consideration for the payment by the Assignee to the Assignor of the Assignment Fee and pursuant to the matters appearing in the Background section above the Assignor hereby unconditionally assigns to the Assignee all of the Assignor's right, title and interest in and to:

- 2.1 the Patents and the Inventions and all rights arising from them including:
 - (a) the right to make applications for patent and other protection in relation to the Patents and Inventions in any jurisdiction anywhere in the Territory;
 - (b) the right to claim priority to the Patents and the right to sue for damages and all other remedies in respect of any infringement of any of the Patents or any patents to issue from the Patents which may have occurred anywhere in the Territory before the date of this assignment;
 - (c) all other corresponding rights obtainable anywhere in the Territory in respect of the Patents and the Inventions; and
 - (d) all other rights, powers, liberties, and immunities associated in any way with any of the assignments or rights set out in subclauses (a) to (c) above;

- 2.2 the Designs and all rights arising from them including:
- (a) all corresponding rights obtainable anywhere in the Territory in respect of the Designs;
 - (b) the right to sue for damages and all other remedies in respect of any infringement of the Designs which may have occurred before the date of this assignment; and
 - (c) all other rights, powers, liberties, and immunities associated in any way with any of the assignments or rights set out in subclauses (a) and (b) above.
- 2.3 the Trade Marks, including the goodwill of the Trade Marks and all rights arising from them including:
- (a) all corresponding rights obtainable anywhere in the Territory in respect of the Trade Marks;
 - (b) the right to sue for damages and all other remedies in respect of any infringement of the Trade Marks which may have occurred before the date of this assignment; and
 - (c) all other rights, powers, liberties, and immunities associated in any way with any of the assignments or rights set out in subclauses (a) and (b) above.
- 2.4 the Trade Secrets and all rights arising from them including:
- (a) all rights obtainable anywhere in the Territory in respect of the Trade Secrets;
 - (b) the right to sue for damages and all other remedies in respect of any infringement of the Trade Secrets which may have occurred before the date of this assignment; and
 - (c) all other rights, powers, liberties, and immunities associated in any way with any of the assignments or rights set out in subclauses (a) and (b) above.
- 2.5 the Copyright Material and all rights arising from it including:
- (a) all rights obtainable anywhere in the Territory in respect of the Copyright Material;
 - (b) the right to sue for damages and all other remedies in respect of any infringement of the Copyright Material which may have occurred before the date of this assignment; and
 - (c) all other rights, powers, liberties, and immunities associated in any way with any of the assignments or rights set out in subclauses (a) and (b) above.

3 Assurances and Appointment of Attorney

- 3.1 The parties must do all such things and execute and deliver all documents as may be necessary or desirable to give effect to the provisions of this Deed and the transactions contemplated by it.
- 3.2 The Assignor hereby irrevocably appoints the Assignee as its attorney solely for the purpose of doing all such things and executing and delivering any documents contemplated by clause 3.1.

4 Warranty**4.1 The Assignor warrants that as at Completion:**

- (a) it is the legal and beneficial owner of the Patents, Inventions, Designs, Trade Marks, Trade Secrets and Copyright Material and that it is all unencumbered;
- (b) as far as it is aware, the Copyright Material which is delivered to or made available to the Assignee or the Buyer as part of the due diligence or completion process under the SSA, the Sellers' Deed or this Deed comprises all of the Copyright Material necessary for the operation and conduct of the Business;
- (c) as far as it is aware, there is not currently any unresolved challenge, dispute or claim which has been made or threatened by any person with respect to any of the Copyright Material;
- (d) as far as it is aware the Trade Secrets which are revealed, delivered or made available to the Assignee or the Buyer as part of the due diligence or completion process under the SSA, the Sellers' Deed or this Deed comprises all of the Trade Secrets necessary for the operation and conduct of the Business; and
- (e) as far as it is aware, there is not currently any unresolved challenge, dispute or claim which has been made or threatened by any person with respect to any of the Trade Secrets.

5 Exclusion of liability**5.1 To the maximum extent permitted by law:**

- (a) all terms, conditions, warranties, indemnities and statements (whether express, implied, written, oral, collateral, statutory or otherwise) which are not expressly set out in this Deed are excluded and, to the extent they cannot be excluded, the Assignor disclaims all Liability in relation to them; and
- (b) the Assignor must not make any Claim under or in connection with this Deed unless it is based solely on and limited to the express provisions of this Deed.

6 Assignee acknowledgements**6.1 The Assignor acknowledges and agrees that:**

- (a) it has received independent and professional advice concerning this Deed and has satisfied itself about anything arising from that advice;
- (b) it has had the opportunity to conduct a Due Diligence Investigation and has satisfied itself of the results of that investigation; and
- (c) except as expressly set out in this Deed, neither the Assignor, or any person acting on behalf of or associated with the Assignor is responsible to the Assignee and the Assignee has not relied on any statement or representation made, any advice, warranty, undertaking, promise or forecast given or any conduct of any kind engaged in, in relation to the Assigned Rights or this Deed.

7 Release

7.1 Except for Claims arising under this Deed and/or for a breach of this Deed, the Assignee releases the Assignor and its Personnel, from all Claims, whether in tort (including negligence), statute, contract, or otherwise, which arise out of the negotiations of this Deed and its subject matter.

8 Known or disclosed liabilities

8.1 The Assignor is not liable to make any payment (whether by way of damages or otherwise) for any breach of any Warranty to the extent that the breach is based on any fact, matter or circumstance:

- (a) Fully and Fairly disclosed in this Deed;
- (b) Fully and Fairly disclosed in the Disclosure Material;
- (c) within the actual knowledge of Murray Davidson;
- (d) would have been disclosed to the Assignee if it had conducted searches on the date that is five Business Days prior to the date of this Deed of the public records maintained by:
 - (A) ASIC;
 - (B) IP Australia and any other intellectual property register in those countries in which the Assigned Rights have been registered or are currently the subject of an application to register;
 - (C) the registrar of the PPS Register;
 - (D) the Federal Court of Australia;
 - (E) the High Court of Australia; or
 - (F) the Supreme Court of any state or territory of Australia.

9 Maximum aggregate amount

9.1 The maximum aggregate amount that the Assignee may recover from the Assignor (whether by way of damages or otherwise) for a breach of a Warranty under this Deed is an amount equal to 100% of the Assignment Fee.

10 Threshold limit

10.1 The Assignor is not liable to make any payment (whether by way of damages or otherwise) for any Claim under or pursuant to this Deed:

- (a) unless the amount of each Claim exceeds \$20,000; and
- (b) until the aggregate of the amount in 10.1(a) for those Claims exceeds \$75,000, in which event the Assignor is liable for the whole of that amount, not merely the excess.

11 Time Limits

11.1 Despite any other provision of this Deed, other than as a result of an illegal, or fraudulent act or omission of the Assignor, the Assignor is not liable to make any payment (whether by way of damages or otherwise) for any Claims unless notice of a Claim against the Assignor is given by the Assignee to the Assignor before the date that is 2 years after the Completion Date.

11.2 The Assignee must give notice under clause 11.1 within 30 days of the Assignee becoming aware of the existence of a Warranty Claim and within a reasonable

period of the Assignee becoming aware of the existence of any other Claim, having regard to the circumstances of each other Claim.

11.3 The Claim will be taken to be waived or withdrawn and will be barred and unenforceable if within 6 months after the Assignor has received the notice under clause 11, the Claim has not been:

- (a) admitted or satisfied by the Assignor;
- (b) withdrawn by the Assignee;
- (c) settled between the Assignor and the Assignee; or
- (d) referred to a court of competent jurisdiction by the Assignee properly issuing legal proceedings against the Assignor in relation to the Claim.

12 **Other limits**

12.1 Subject to the Assignor's obligations under this Deed and the Assignor's liability for breach thereof, the Assignor is not liable to make any payment (whether by way of damages or otherwise) for any Claim under or pursuant to this Deed:

- (a) to the extent that the Claim has arisen as a result of any discretionary act after Completion by the Assignee;
- (b) to the extent that the Claim has arisen as a result of any act by or on behalf of the Assignor:
 - (i) that is required or expressly permitted by any provision of this Deed; or
 - (ii) at the written request, or with the prior written agreement of the Assignee; or
- (c) to the extent that the Claim has been satisfied by the Assignee without cost or Liability to the Assignee or the Assignee has received, or is entitled to receive a refund or recoupment otherwise than from the Assignor for the amount of the Claim.

13 **Change in law or administrative practice**

13.1 The Assignor is not liable to make any payment (whether by way of damages or otherwise) for any Claim under or pursuant to this Deed to the extent the Claim is as a result of or in respect of:

- (a) a new law, or a change in the law (including its interpretation), taking effect after the date of this Deed;
- (b) any increase in the rate of Tax liable to be paid after Completion with retrospective effect;
- (c) a new rule or decision being made by any Governmental Agency, or a change in any rule or decision of any Governmental Agency, after the date of this Deed; or
- (d) a new administrative practice or policy being introduced by any Governmental Agency, or a change in any administrative practice or policy of any Governmental Agency, after the date of this Deed, including any law, rule, decision, practice or policy, or any change in any law, rule, decision, practice or policy, which takes effect retrospectively.

14 **General limitations**

14.1 The Assignor is not liable to make any payment under a Claim for any Loss which:

- (a) is contingent, unless and until the Loss becomes actual Loss and is due and payable;
- (b) arises from a Third Party Claim which is attributable to anything done or not done after Completion by the Assignee which was calculated or intended to cause the Third Party Claim to be made; or
- (c) is recoverable by the Assignee under a policy of insurance and the provider of that policy has not denied cover for that claim.
- (d) does not flow directly and naturally from the relevant breach or causal circumstances, or could not reasonably be supposed to have been in the contemplation of the parties as a direct, natural or reasonably probable result of the relevant breach or the circumstances at the time the parties entered into this Deed; or
- (e) is in respect of any forecast, estimate, projection or other statement made or given by the Assignor which relates to the future.

15 Later recovery

15.1 After the Assignor has made any payment to the Assignee for any Claim by the Assignee, if the Assignee receives any benefit or credit, including by claiming an indemnity against or otherwise recovering from a person other than the Assignor, in respect of any Loss arising in connection with that Claim (including payment under any insurance policy), the Assignee must immediately repay to the Assignor an amount corresponding to lesser of:

- (a) the amount of the payment by the Assignor to the Assignee in respect of such Claim;
- (b) the amount of the payment received by the Assignee in respect of the Claim (net of all costs of recovery).

16 No claim for contribution by Assignor

16.1 If the Assignee makes a Claim under or relating to this Deed (such as a Claim based on a warranty), the Assignor must not make a Claim for contribution or for an indemnity from Freedom Screens of Australia Pty Ltd ACN 093 847 388 or a Related Body Corporate of that Company (other than the Assignee), or from an officer, employee, agent or adviser of that Company.

17 Mitigation of Loss

17.1 The Assignee must take reasonable steps to mitigate any Loss arising from a breach or alleged breach of an Assignor's Warranty.

18 Recovery from third parties

18.1 If the Assignee recovers an amount from another person for a matter giving rise to a Claim in connection with this document, the amount of the Claim will be reduced by the amount recovered.

18.2 If any payment for a Claim in connection with this document is made to the Assignee by or on behalf of the Assignor and after the payment is made the Assignee receives any benefit or credit for the subject matter of the Claim (including payment under an insurance policy), then the Assignee:

- (a) must promptly notify the Assignor of the benefit or credit; and
- (b) must pay to the Assignor an amount equal to the amount (net of expenses and Tax) of the benefit or credit received by the Assignee.

19 **Non application of limitations**

- 19.1 The limitations in clauses 5 to 17 (inclusive) do not apply to a Claim arising from the negligence, fraud or wilful non-disclosure of the Seller, or the Assignor or their respective agents.

20 **Resolution of disputes**

- 20.1 A party must not start court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this agreement (**Dispute**) unless it has complied with this clause 20.
- 20.2 A party claiming that a Dispute has arisen must give each party to the Dispute notice setting out details of the Dispute.
- 20.3 Each party to the Dispute (**Disputant**) must use its best efforts to resolve the Dispute within 10 Business Days after the notice is given under clause 20.2 (or any longer period agreed by the Disputants) (**Initial Period**).
- 20.4 After the Initial Period, if the parties do not resolve the Dispute by negotiation, the parties must in good faith and acting reasonably, do their best to resolve the Dispute by participating in a mediation with an independent mediator.
- 20.5 If the parties do not agree on a mediator, then the mediator will be appointed by the President of the Queensland Law Society.
- 20.6 The parties must mediate the Dispute in accordance with the principles agreed between them, or if no agreement can be reached, the principles determined by the mediator.
- 20.7 Unless the parties agree otherwise, the mediator's fee and any other costs of the mediation itself (such as for venue hire or refreshments) will be shared equally between the parties, but the parties will each pay their own costs of preparing for and participating in the mediation (such as for travel and legal representation).
- 20.8 The parties must do whatever is reasonably necessary to put into effect any negotiated or mediated agreement or other resolution. This includes exercising voting rights and other powers as required.
- 20.9 If the parties have not resolved the Dispute within 20 Business Days after the end of the Initial Period and after having complied with clauses 20.3 to 20.8 (inclusive) a Disputant may terminate the dispute resolution process by giving notice to each other Disputant.
- 20.10 If a Disputant breaches clauses 20.1 to 20.8 (inclusive), each other Disputant does not have to comply with those clauses.
- 20.11 This clause 20 does not restrict or limit the right of either party to obtain interlocutory relief.

21 **Notices**

- 21.1 A Notice under this Deed must be in writing and signed by or on behalf of the sender addressed to the recipient and:
- (a) delivered by personal service;
 - (b) sent by pre-paid mail; or
 - (c) transmitted by e-mail,
- to the recipient's address set out in this Deed.

- 21.2 A Notice given to a person in accordance with this clause is treated as having been given and received:
- (a) if delivered in person, on the day of delivery;
 - (b) if sent by pre-paid mail within Australia, on the third Business Day after posting;
 - (c) if sent by pre-paid airmail to an address outside Australia or from outside Australia, on the fifth Business Day (at the address to which it is posted) after posting; and
 - (d) if transmitted by email, on the day of transmission, provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered.
- 21.3 A party may change its address for service by giving Notice of that change to each other party at the address set out in this Deed.
- 21.4 The provisions of this clause 21 are in addition to any other mode of service permitted by law.
- 21.5 If a Notice is sent by any method other than pre-paid mail, and that Notice is received:
- (a) on a day which is not a Business Day; or
 - (b) after 5pm on a Business Day,
- that Notice is deemed to be received at 9am on the next Business Day.
- 21.6 A Notice sent or delivered in a manner provided by clause 21 must be treated as validly given to and received by the party to which it is addressed even if the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent.
- 21.7 If the party to which a Notice is intended to be given consists of more than 1 person then the Notice must be treated as given to that party if given to any of those persons.
- 21.8 The Assignor's address for service and electronic mail address are:
- Name: Infinity Retractable Screens Pty Ltd
- Address: 63 Gibraltar Drive, Isle of Capri, Queensland, 4217, Australia
- Email address: maroberts.53@gmail.com
- 21.9 The Assignee's address for service and electronic mail address are:
- Name: Freedom Screens Capital Pty Ltd
- Address: Unit 7, Elliott Place, 2 Elliott Street, Surfers Paradise, Queensland 4217 Australia
- Email address: murray@debetrek.com.au

22 Costs

- 22.1 All government office registration expenses reasonably incurred by the Assignor in connection with this assignment, including recordal of the assignments are to be borne and paid by the Assignee.

- 22.2 Apart from the registration expenses referred to in clause 22.1 each party is responsible for its own legal fees and other expenses incurred in connection with this Deed.
- 23 **GST**
- 23.1 In this section, all terms have the meaning given to them by the:
- (a) A New Tax System (Goods and Services Tax) Act 1999; and
 - (b) A New Tax System (Goods and Services Tax) Regulations 1999;
- as amended from time to time and all material published by the Australian Taxation Office.
- 23.2 The parties agree that all amounts payable under this Deed are exclusive of GST.
- 23.3 In any Taxable Supply under this Deed the Assignee must, subject to the Assignor providing the Recipient with a Tax Invoice, pay to the Assignor an additional amount on account of the GST payable in respect of the Taxable Supply within fourteen (14) days of receiving that Tax Invoice.
- 24 **Delivery of documents**
- 24.1 The Assignor must deliver up to the Assignee on request all certificates of title, Copyright Material papers, plans, reports, laboratory notebooks and other relevant documentation and items in the possession of the Assignor in relation to all the rights assigned pursuant to this Deed.
- 24.2 The Assignee acknowledges that the tools and dies used in connection with the Business are in China and will not be delivered to the Assignee at Completion but, for the avoidance of any doubt, all Intellectual Property of the Assignor in respect of or associated with the tools and dies used in connection with the Business are transferred to the Assignee at Completion.
- 25 **Entire agreement**
- 25.1 This Deed records the entire agreement between the parties as to the matters contemplated by it and replaces all representations, warranties or proposals not embodied herein.
- 26 **Applicable law**
- 26.1 Except as specifically provided in the definition of "Trade Secret", this Deed is governed by and is to be construed in accordance with the laws applicable in the State of Queensland, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 27 **Amendments**
- 27.1 This Deed may not be varied except in writing signed by all of the parties.
- 28 **Severability**
- 28.1 If any provision of this Deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.
- 29 **Charges**

- 29.1 All stamp duties and governmental charges arising out of or incidental to this Deed are the responsibility of and payable by the Assignee.
- 29.2 The Assignor agrees to provide the Assignee with all financial information to the extent that it is reasonably required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this Deed.

Schedule One

SPECIFICALLY IDENTIFIED INTELLECTUAL PROPERTY*

Details of the Patents

Country	Patent/Patent Application Number	Date
Canada	2722315	18 November 2010
New Zealand	589351	18 November 2010
United States of America	8,528,623	18 November 2010
Australia	2010241510	18 November 2010
Australia	2013206598	28 June 2013
Canada	2,823,025	8 August 2013
United States of America	9,351,599	9 August 2013
Australia	2017268647	30 November 2017
Canada	2,967,230	30 November 2017
Australia	2017268645	30 November 2017
Canada	2,967,228	30 November 2017
United States of America	10,731,412	30 November 2017
Australia	2017268654	30 November 2017
Australia	2019233846	15 March 2019
Canada	3,093,593	15 March 2019
Europe	19768447.5	15 March 2019
United States of America	16/980,962	15 March 2019
Australia	2019100649	17 June 2019
WIPO	PCT/AU2020/050138	18 February 2020
Australia	2020904530	7 December 2020
WIPO	PCT/AU2019/050235	15 March 2019
United States of America	15/827,744	30 November 2017
Australia	2014268200	26 November 2014
United States of America	10,526,842	19 April 2017
Canada	2,964,990	19 April 2017
Australia	2014203018	3 June 2014
United States of America	9,617,786	2 June 2015

Details of the Designs

Country	Design Registration/ Design Application Number	Date
Australia	351005	21 May 2013
Australia	356240	3 June 2014
Australia	201616684	30 November 2016
Australia	201616686	30 November 2016
Australia	201616687	30 November 2016
Canada	174866	23 May 2017
Europe	004018653-0001	25 May 2017
United Kingdom	6012878	25 May 2017
United Kingdom	6012879	25 May 2017
United Kingdom	90040186530001	25 May 2017
Thailand	1702001961	30 May 2017
Australia	201910849	18 February 2019
Canada	188990	31 July 2019
Europe	06722278-0001	14 August 2019

Country	Design Registration/ Design Application Number	Date
Europe	06722278-0002	14 August 2019
United Kingdom	6068184	14 August 2019
United Kingdom	6068185	14 August 2019
United Kingdom	90067222780001	14 August 2019
United Kingdom	90067222780002	14 August 2019
United States of America	D899,632	9 August 2019
United States of America	D854,857	30 May 2017
Australia	202112906	20 May 2021

Details of the Trade Marks

Country	Trade Mark Registration/Trade Mark Application Number	Date
Australia	1141176	16 October 2006
Canada	TMA888716	26 March 2013
New Zealand	1019861	21 May 2015
United States	4,483,809	26 Mar 2013
South Africa	2015/13141	21 May 2015
South Africa	2015/13142	21 May 2015
United Kingdom	D0801239217	26 September 2014
WIPO	1239217	26 September 2014
Europe (designation)	1239217	26 September 2014
Australia	1548215	25 March 2013
Australia	1769060	5 May 2016

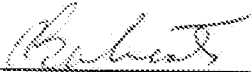
* Notes:

1. Certain of the Intellectual Property rights specifically identified above in this Schedule One that have been denoted by yellow highlighting may have already lapsed or expired as at Completion and the Assignee acknowledges that. The purpose of the inclusion of those highlighted items of Intellectual Property is so that there is no doubt that all rights, including any residual rights, in respect of that Intellectual Property are assigned to the Assignee under this Deed.
2. The Sellers have advised that further patent applications may be filed with relevant patent offices prior to Completion. For the avoidance of any doubt, any applications for patent, designs or trade marks filed in the name of the Assignor prior to Completion and not specified above will also be completely and unconditionally assigned to the Assignee as at Completion.

Signing page

EXECUTED as a deed.

Executed for and on behalf of
**INFINITY RETRACTABLE SCREENS
PTY LTD ACN 142 162 856**
pursuant to s127(1) of the Corporations
Act 2001 (Cth) by its authorised
representatives:



Signature of director

ANTHONY GERARD ROBERTS

Name of director (please print)

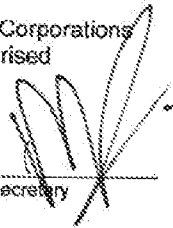


Signature of director

MICHELLE ANN ROBERTS

Name of director (please print)

Executed for and on behalf of
**FREEDOM SCREENS CAPITAL PTY
LTD ACN 651 627 413**
pursuant to s127(1) of the Corporations
Act 2001 (Cth) by its authorised
representatives:



Signature of Sole Director/sole Secretary

MURRAY IAN DAVIDSON

Name of sole Director/sole Secretary (please print)

Signature of director

Name of director (please print)