

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT8368842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BAXTERS PTY LTD	12/20/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SPECIALIST WHOLESALERS PTY LTD
<b>Street Address:</b>	327 FERNTREE GULLY ROAD
<b>City:</b>	MT. WAVERLEY VIC
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3149
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9231451
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)885-3900
<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>	
<b>Phone:</b>	4048853003
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<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308
<b>ATTORNEY DOCKET NUMBER:</b>	250791.000002
<b>NAME OF SUBMITTER:</b>	JACQUELYN BOLIN
<b>SIGNATURE:</b>	/Jacquelyn P. Bolin/
<b>DATE SIGNED:</b>	01/08/2024
<b>Total Attachments: 12</b>	
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# Deed of Assignment of Business Intellectual Property

Date:

**SPECIALIST WHOLESALERS PTY LTD**  
ACN 163 280 279  
(Assignee)

**BAXTERS PTY LTD**  
ACN 005 204 044  
(Assignor)

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# Deed of Assignment of Business Intellectual Property

Date: 20 December 2023

## PARTIES

**SPECIALIST WHOLESALERS PTY LTD ACN 163 280 279** of 327 Ferntree Gully Road, Mt Waverley VIC 3149 (**Assignee**)

and

**BAXTERS PTY LTD ACN 005 204 044** of 327 Ferntree Gully Road, Mt Waverley VIC 3149 (**Assignor**)

## RECITALS

- A. The Assignor is the owner of Assets and assigns all of the Assets to the Assignee as of the Effective Date, which includes:
- i. the Australian registered trade marks described in Schedule 1 (**Registered Trade Marks**);
  - ii. the unregistered trade marks described in Schedule 2 (**Unregistered Trade Marks**);
  - iii. the Australian Business Names described in Schedule 3 (**Business Names**);
  - iv. the registered Patents described in Schedule 4 (**Patents**);
  - v. the Domain Name and Email Domain Name described in Schedule 5 (collectively, the '**Domain Names**'); and
  - vi. all other remaining **Intellectual Property Rights** as defined in clause 1.1 of this Deed; (collectively known as the **Business Intellectual Property**); and
  - vii. the **Goodwill** defined in clause 1.1 of this Deed;
- B. The parties have agreed that the Assignor will assign its entire right, title and interest in the Business Intellectual Property with the Goodwill in the Business to the Assignee on the terms and conditions set out in this Deed.

## AGREEMENT

### 1. INTERPRETATION

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#### 1.1 Definitions

**Business** means the business of Premier Auto Trade as carried on by the Assignor;

**Deed** means this document, including any schedule or annexure to it;

**Effective Date** means 1 May 2022;

**Goodwill** means the entire goodwill in the Business, including but not limited to the goodwill in respect of the Business Intellectual Property;

**Government Agency** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes any self-regulatory organisation established under statute or any stock exchange.

**Intellectual Property Rights** means all intellectual property rights of any kind in any jurisdiction owned by the Assignor (including, without limitation, trade marks, patents, inventions, copyright domain names, knowhow and confidential information), whether:

- (a) registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration; and
- (b) whether listed in the Schedules of this Deed or not.

## **1.2 Interpretation**

In this Deed unless a contrary intention is expressed:

- (c) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (d) the singular includes the plural and the plural includes the singular;
- (e) a gender includes all other genders;
- (f) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (g) 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);
- (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) specifying anything in this deed after the words 'include', 'including', 'for example', 'such as' or similar expressions does not limit what else is included unless there is express wording to the contrary; and
- (k) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

## **2. ASSIGNMENT**

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### **2.1 Assignment**

- (a) The Assignor hereby assigns to the Assignee the whole of the Assignor's right, title and interest in the Business Intellectual Property together with the Goodwill, with effect from Effective Date.
- (b) The assignment includes the right:
  - (i) to take action and recover damages, an account of profits, or both, against third parties for infringement of the Business Intellectual Property or passing off or misleading and deceptive conduct in relation to the Business Intellectual Property, whether or not such infringement or conduct took place before the Effective Date; and
  - (ii) to apply for and obtain registration rights in respect of any of the Business Intellectual Property.

### **2.2 Further actions**

- (a) Following execution of this Deed, the Assignor will provide to the Assignee any documentation relating to the application for and/or registration of, the Business Intellectual Property which is in its possession or control.
- (b) The Assignor agrees to execute all documents and do all things which the Assignee considers necessary to enable the Assignee:
  - (i) to fully enjoy and prosecute the Business Intellectual Property, including by cancelling the recording of any authorised user's interest in the Business Intellectual Property; and
  - (ii) to give full effect to this Deed.
- (c) The Assignor must inform the Assignee promptly of any infringement or suspected infringement of the Business Intellectual Property which the Assignor becomes aware.

## **3. WARRANTIES**

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### **3.1 Authority to enter into deed**

Each party warrants, undertakes and represents to the other party that it has the necessary power and authority, and right and title, to execute, deliver and perform its obligations under this Deed and to become bound by it, and that all necessary corporate action has been taken to authorise the execution of this deed.

## **4. COSTS**

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

## **5. GENERAL**

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### **5.1 Variation**

A variation of any term of this deed will be of no force or effect unless it is by way of Deed and signed by each of the parties.

### **5.2 Waiver**

- (a) A party may not rely on the words or conduct (including a delay in the exercise, a non-exercise or a partial exercise of a right) of any other party as a waiver of any right arising under or in connection with this Deed (including a right to rely on this clause) unless the waiver is in writing and signed by the party granting the waiver.
- (b) In clause 5.2(a) the term 'waiver' is intended to include an election between rights and remedies as well as conduct which might otherwise give rise to an estoppel.
- (c) A waiver is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

### **5.3 Severance**

If a provision in this Deed is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this Deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this deed.

### **5.4 Governing law and jurisdiction**

This Deed is governed by and is to be construed under the laws in force in Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

### **5.5 Further assurances**

Each party must, at its own expense, do all things and execute all further documents necessary to give full effect to this Deed and the transactions contemplated by it.

### **5.6 Entire agreement**

This Deed states all of the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

### **5.7 Electronic signatures and Counterparts**

The parties agree and acknowledge that:

- (a) this Deed may be entered into and exchanged using electronic means;
- (b) this Deed may be executed in any number of counterparts and all counterparts taken together will constitute one document; and

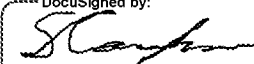



- (c) if a party delivers an executed counterpart of this Deed by electronic means the delivery will be deemed to be an effective delivery of an originally executed counterpart and the failure of a party to deliver an originally executed counterpart will not affect the validity or effectiveness of the Deed. the failure of a party to deliver an originally executed counterpart will not affect the validity or effectiveness of the Deed.
- (d) if as a result of this Deed being entered into using electronic means, all or part of this Deed is held to be invalid or unenforceable, the parties agree to execute and exchange printed copies of this Deed and to take such other steps or provide such assurances as are reasonably necessary to ensure that this Deed is binding upon the parties and enforceable.
- (e) Nothing in this clause 5.8 prevents or restricts the parties from executing and exchanging physical copies of this Deed.

EXECUTED AS A DEED

**Assignee:**

Executed by **SPECIALIST WHOLESALERS PTY LTD ACN 163 280 279** in accordance with section 127 of the *Corporations Act 2001*:

DocuSigned by:  
  
3AFE09E8A1F442  
Director

DocuSigned by:  
  
943345E358D94D0  
Director/company secretary

Stefan Camphausen

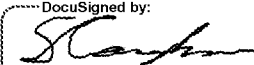
George Sakoufakis

Name of director  
(BLOCK LETTERS)

Name of director/company secretary  
(BLOCK LETTERS)

**Assignor:**

Executed by **BAXTERS PTY LTD ACN 005 204 044** in accordance with section 127 of the *Corporations Act 2001*:

DocuSigned by:  
  
3AFE09E8A1F442  
Director

DocuSigned by:  
  
943345E358D94D0  
Director/company secretary




Stefan Camphausen

George Sakoufakis

Name of director  
(BLOCK LETTERS)

Name of director/company secretary  
(BLOCK LETTERS)

**SCHEDULE 1 - TRADEMARKS**

Number	Visual representation	Words	Status	Goods & Services classes	Owner
1191263		ROADVISION	Registered: Registered/protected	11	Baxters Pty Ltd
1600585		GREATERLINKX	Registered: Renewal due	9	Baxters Pty Ltd
1600586		AST AUTO SWITCH TECHNOLOGIES	Registered: Renewal due	9	Baxters Pty Ltd

**SCHEDULE 2 – UNREGISTERED TRADE MARKS**

<b>Description</b>	<b>Status</b>	<b>Owner</b>
<b><i>ROADPOWER</i></b>	Unregistered	Baxters Pty Ltd

**SCHEDULE 3 – BUSINESS NAMES**

<b>Name</b>	<b>Status</b>
Baxters	Unregistered

**SCHEDULE 3 – PATENTS**

**Australian Registered Patent**

Application No	Filing Date	Invention Title/Inventor	Status	Owner
2012216470	28/08/2012	Starter Motor for a vehicle Travis Reid Atkinson, Brian Ray Baxter	Registered	Baxters Pty Ltd

**United States Registered Patent**

Application No	Patent Number	Invention Title/Inventor	Status	Owner
13598377	9231451	Starter Motor for a vehicle Travis Reid Atkinson, Brian Ray Baxter	Registered	Baxters Pty Ltd

**SCHEDULE 5 – DOMAIN NAME AND EMAIL DOMAIN NAME**

**Domain Name**

baxters.com.au

**Owner**

Baxters Pty Ltd

**Email Domain Name**

@ baxters.com.au

**Owner**

Baxters Pty Ltd