

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CENTRAL STATION, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) FEBRUARY 9, 2004

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CENTRAL STATION (HOLDINGS) PTY LIMITED

Internal

Address: 14 HOLT STREET

Street Address: \_\_\_\_\_

City: MCMAHON'S POINT

State: NEW SOUTH WALES

Country: AUSTRALIA Zip: 2060

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship AUSTRALIA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2639655

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: THOMAS R. VIGIL

Internal Address: ROOM 2036

Street Address: 221 N. LASALLE STREET

City: CHICAGO

State: ILLINOIS Zip: 60601

Phone Number: 312 236 8123

Fax Number: 312 236 5574

Email Address: PYLEPIONTEK2@AOL.COM

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 504041

Authorized User Name THOMAS R. VIGIL

**9. Signature:**

*Thomas R. Vigil*  
Signature

MAY, 7 2007

Date

THOMAS R. VIGIL

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

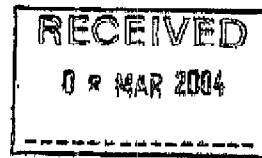
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 504041 2639655

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DATED 9th FEBRUARY 2004



BETWEEN:

CENTRAL STATION INC

AND:

CENTRAL STATION (HOLDINGS) PTY LIMITED (ACN 064 966 963)

AGREEMENT FOR ASSIGNMENT OF TRADEMARK

I, PETER WILKMAN Solicitor certify this to be a true copy of the original.

[Handwritten signature]

Date: 16 March 2004

DOHERTY PARTNERS Barristers & Solicitors

Level 1, 171 Bigge Street Liverpool NSW 2170 DX 5034 LIVERPOOL

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THIS AGREEMENT is made on 9th FEBRUARY 2004

**BETWEEN:** CENTRAL STATION INC of 753 Lambert Drive NE, Atlanta, GA 30324,  
United States of America ("Assignor")

**AND:** CENTRAL STATION (HOLDINGS) PTY LIMITED (ACN 064 966 963)  
of 14 Holt Street, McMahon's Point, New South Wales, Australia 2060  
("Assignee")

**RECITALS:**

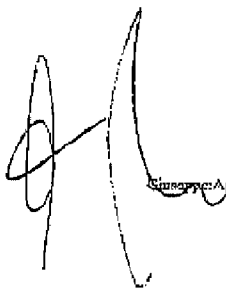
- A. The Assignor is the registered proprietor in the United States of America of the Trademark.
- B. The Assignor has agreed to assign and transmit to the Assignee all its rights in the Trademark together with the goodwill attaching to the Trademark.

THE PARTIES AGREE as follows:

*Definitions and Interpretation*

1. In this Agreement:

- (1) "Encumbrance" means an interest or power:
- (a) reserved in or over an interest in any asset including, but not limited to, any retention of title;
- (b) created or otherwise arising in or over any interest in any asset under a Bill of Sale, mortgage, charge, lien, pledge, trust or power,
- by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes but is not limited to any agreement to grant or create any of the above.
- (2) "Trademark" means the following Trademark registered in the United States of America:
- Central Station & Device                      Registration No. 2,639,665



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*Assignment*

2. In consideration for the payment of AUD\$1.00 (GST exclusive) the Assignor as beneficial owner sells, assigns, transfers and sets over to the Assignee its full right, title and interest in and to the Trademark together with all goodwill attaching to the Trademark and to the business and all products, goods or services in relation to which the Trademark has been used.

*Warranty*

3. (1) The Assignor warrants that to the best of the Assignor's knowledge:
- (a) it has absolute title to the Trademark;
  - (b) there are no outstanding Encumbrances or other matters affecting its capacity to assign the Trademark to the Assignee; and
  - (c) the Assignor has no knowledge of prior use of the Trademark by any other person in the United States of America.

*Authority to apply for registration*

4. Due to the assignment contained in clause 2, the Assignor grants to the Assignee the full right and sole power and authority to apply for and obtain entry of its name as the registered proprietor of the Trademark by virtue of the said assignment.

*Undertakings*

5. The Assignor undertakes not to do any act which might or would:
- (1) invalidate or put in dispute the Assignee's title to the Trademark;
  - (2) oppose any application for the registration of the Trademark, or invalidate any registration of the Trademark in due course;
  - (3) support an application to remove the Trademark as a registered Trademark;
  - (4) cause the Registrar of Trademarks to require a disclaimer of a monopoly in the Trademark or any part of it;
- nor assist any person directly or indirectly in these acts.

*Authorities*

6. The Assignor agrees to execute all documents to:
- (a) enable the Assignee to apply for and obtain registration as the registered proprietor of the Trademark; and



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- (b) cancel the registration of any registered user of the Trademark.

*GST and stamp duty*

7. (1) GST means a goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999.
- (2) In respect of a taxable supply, the Assignee must pay to the Assignor an additional amount equal to the consideration given in clause 1 multiplied by one (1) plus the prevailing GST rate. The additional amount referred to in this clause is payable at the same time and in the same manner as the consideration made under clause 1.
- (3) All stamp duties and governmental charges arising out of or incidental to this Agreement are the responsibility of and must be paid by the Assignee.

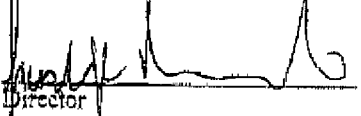
*General*

8. (1) *Applicable law.* This Agreement must be read and construed according to the laws of the State of New South Wales, Australia and the parties must submit to the jurisdiction of that State.
- (2) *Amendments.* This Agreement may not be varied except in writing signed by both the parties.
- (3) *Severability.* If any provision of this Agreement is held by a court 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.
- (4) *Further agreements.* Each party must do all such acts and execute all such documents as necessary to give effect to this Agreement.
- (5) *Entire agreement.* This Agreement constitutes the complete understanding of the parties and supersedes all previous contracts, arrangements, understandings and representations relating to the subject matter of this Agreement.
- (6) *Counterparts.* This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute the Agreement by signing any counterpart.

(7) Costs. Each party must pay its own costs in relation to the execution and delivery of this Agreement. For the sake of clarify the Assignee must pay all costs related to or arising out of the assignment, transfer and/or registration of the Trademark pursuant to this Agreement.

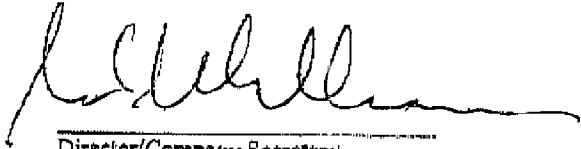
EXECUTED as an Agreement.

EXECUTED by CENTRAL STATION  
INC )

  
Director

Giuseppe Fatumbo

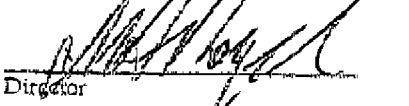
Name (please print)

  
Director/Company Secretary

NORMAN E. WILLIAMS

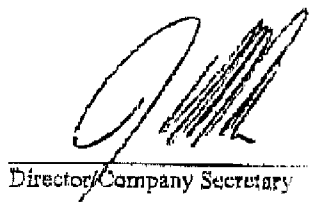
Name (please print)

EXECUTED by CENTRAL STATION )  
(HOLDINGS) PTY LIMITED )  
(ACN 064 966 963) )

  
Director

MARK ROGERS

Name (please print)

  
Director/Company Secretary

Tuyen W. W. W.

Name (please print)

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