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U.S. Department of Commerce  
Patent and Trademark Office

Our Ref.: DMB-181-272  
and 181-273

**Mail Stop Assignment Recordation Services**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Tiger Lily Swimwear Pty Ltd (as trustee for the Kharma Meares Trust)

2-15-08

Individual(s)                       Association  
 General partnership            Limited Partnership  
 Corporation-State:  
 Other: An Australian Corporation

2. Name and address of receiving party(ies):  
Name: Pineapple Trademarks Pty Ltd

Internal Address: \_\_\_\_\_  
Street Address: 1 Billabong Place  
Burleigh Heads

City: Queensland  
State/Country: Australia  
Zip: 4220

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other An Australian Corporation

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)  
Additional name/s & address/es attached  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Assignment            Change of Name  
 Other: \_\_\_\_\_

Execution Date: December 14, 2007

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)  
(1) 77/199,772  
(2) 77/211,531  
(3) \_\_\_\_\_

B. Trademark Registration No.(s)  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Duane M. Byers  
Internal Address: \_\_\_\_\_  
Street Address: Nixon & Vanderhye P.C.  
901 North Glebe Road  
11th Floor  
City Arlington State: VA Zip: 22203

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

**DO NOT USE THIS SPACE**

9. Statements and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any enclosed document is a true copy of the original document.

02/25/2008 11:04 AM  
01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

Duane M. Byers                                           February 15, 2008  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: 6

**THIS ASSIGNMENT** is made on the 14<sup>th</sup> day of December 2007.

**BETWEEN:**

1. **Tiger Lily Swimwear Pty Ltd**, (ABN 51 092 935 361) (as trustee for the Kharma Meares Trust), an incorporated company having its head office at Level 1, Unit 101, 267 Cleveland Street, Surry Hills, New South Wales, 2010 (the "**Assignor**")
2. **Pineapple Trademarks Pty Ltd**, (ABN 11 107 248 680), an incorporated company having its head office at 1 Billabong Place, Burleigh Heads, Queensland, 4220 (the "**Assignee**")

**WHEREAS:**

- A The Assignor carries on the business of marketing and selling swimwear, apparel and other goods and products including those under the brands "TIGERLILY" and "Bikini Mafia". The Assignor is the legal and beneficial owner of certain trade marks registered or the subject of applications for registration, particulars of which are set out in the Schedule to this Assignment (the "**Trade Marks**").
- B The Assignor has agreed to sell, and GSM (Operations) Pty Ltd (a related body corporate of the Assignee) wishes to purchase the business and the associated assets pursuant to the terms set out in an Asset Purchase Agreement dated 6 December 2007 (the "**Agreement**").
- C As part of the Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Trade Marks.
- D This Assignment confirms and for the avoidance of doubt assigns all the rights subsisting in the Trade Marks to the Assignee.

**IT IS HEREBY AGREED:**

1. **Assignment**
  - 1.1 Pursuant to the Agreement and for the consideration specified in the Agreement, the Assignor transfers and assigns to the Assignee with full title free of all licences, mortgages, pledges, charges, liens, encumbrances, fixed or floating charges or other security interest of any kind whatsoever:
    - a) all the property, right, title and interest in the Trade Marks together with the goodwill of the Assignor's business connected with the Trade Marks; and
    - b) the right to sue for damages and all other remedies in respect of any infringement or any passing off or breach or unfair competition or other intellectual property rights in relation to any of the above which may have occurred prior to the date of this Assignment, up to and including the date of this Assignment.

**TO HOLD** the same unto the Assignee, its successors and assigns absolutely for the whole duration of the same together with any renewals, reversions and extensions throughout the world.

## 2 **Warranty and Undertaking**

The Assignor hereby warrants, represents and undertakes that:

- 2.1 upon reasonable request of the Assignee the Assignor shall at the Assignee's expense execute any document and/or provide to the Assignee all assistance which the Assignee reasonably considers necessary to give effect to this Assignment including any assistance in connection with bringing or defending any proceedings relating to any of the rights assigned herein;
- 2.2 at the Assignee's expense the Assignor shall and shall use its best endeavours to procure that any necessary third party shall do, execute and perform all and any such further necessary acts, deeds, documents and things in such manner and at such locations as may be reasonably required by the Assignee in order to obtain, protect, perfect or enforce any of the rights granted or confirmed to the Assignee pursuant to this Assignment;
- 2.3 the Assignor is the sole beneficial owner of such Trade Marks;
- 2.4 the Trade Marks are owned by and if registered, registered under current valid registrations in the name of the Assignor and they have not, nor can they be subject to lapse for non use;
- 2.5 none of the Trade Marks is the subject of any pending or threatened proceedings nor are there any facts or matters which might give rise to any such proceedings;
- 2.6 all registration and renewal fees regarding the Trade Marks in respect of which fees are payable and due on or before the date of this Assignment have been paid in full;
- 2.7 none of the Trade Marks has been previously assigned, licensed, or used by any person other than the Assignor.

## 3 **Indemnity**

The Assignor will keep the Assignee fully indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the warranties contained in this Assignment or out of any claim by a third party based on any facts which, if substantiated, would constitute such a breach.

## 4 **General**

- 4.1 The Parties shall, and shall use their respective best endeavours to procure that any necessary third party shall, do and execute and perform all such further deeds, documents, assurances, acts and things as any of them may reasonably require by notice in writing to give effect to the terms of this Assignment.
- 4.2 Subject to the terms of the Agreement, this Assignment constitutes the entire agreement between the Parties with respect to the subject matter of this Assignment.

4.3 This Assignment is in addition to and shall not merge with or otherwise affect any other right, remedy or security now or hereafter held by the Assignee and may be enforced notwithstanding the existence of the same.

**5 Governing Law and Jurisdiction**

5.1 This Agreement shall be governed by and construed in accordance with the laws of New South Wales.

5.2 The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales as regards any claim, dispute or matter arising out of or relating to this Assignment or any of the documents to be executed pursuant to this Assignment.

**IN WITNESS WHEREOF** the parties or their duly authorised representatives have accordingly executed this Assignment on the date first above written.

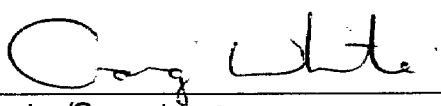
**Tigerlily Swimwear Pty Ltd** (as trustee for the Kharma Meares Trust) by:

\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary


**Pineapple Trademarks Pty Ltd** by:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary -

**SCHEDULE**

**Trade Marks**

<b>Country</b>	<b>Mark</b>	<b>App / Reg number</b>	<b>Class(es)</b>	<b>App / Reg date</b>	<b>Status</b>
Australia	Tiger Lily	784399	25	02.02.1999	Registered
Australia	Tigerlily	877641	3, 14, 18, 25, 35	31.05.2001	Registered
Australia	Bikini Mafia	1182362	25	18.06.2007	Application pending
Australia	Nude Sleepwear	941240	25	29.01.2003	Registered
Australia	Tigerlily Cubs	1192750	25	13.08.2007	Pending
Hong Kong	<sup>^</sup> TIGERLILY <sup>a</sup> 	300987373	3, 9, 14, 18, 24, 25, 26, 28, 35	06.11.2007	Application pending
New Zealand	Bikini Mafia	770616	25	18.06.2007	Application pending
US	Bikini Mafia	771/99772	25	06.06.2007	Application pending
US	Tigerlily	77/211531	25	21.06.2007	Application pending
China	Tigerlily	4094540	25	01.06.2004	Application pending
China	Tigerlily		3	06.11.2007	Application pending
China	Tigerlily		9	06.11.2007	Application pending
China	Tigerlily		14	06.11.2007	Application pending
China	Tigerlily		18	06.11.2007	Application pending
China	Tigerlily		24	06.11.2007	Application pending
China	Tigerlily		25	06.11.2007	Application pending
China	Tigerlily (stylised)		26	06.11.2007	Application pending
China	Tigerlily		28	06.11.2007	Application pending
China	Tigerlily		35	06.11.2007	Application pending

**DATED**

**14 December 2007**

- (1) Tiger Lily Swimwear Pty Ltd (the "Assignor")**
- (2) Pineapple Trademarks Pty Ltd, (the "Assignee")**

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**TRADE MARK ASSIGNMENT**

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