

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/19/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Macquarike Bank Limited		11/19/2007	CORPORATION: AUSTRALIA

**RECEIVING PARTY DATA**

Name:	Macquarie Group Limited
Street Address:	No 1 Martin Place
City:	Sydney NSW
State/Country:	AUSTRALIA
Postal Code:	2000
Entity Type:	CORPORATION: AUSTRALIA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2539228	MACQUARIE
Registration Number:	3210463	MACQUARIE ASSET MANAGER
Registration Number:	2565151	FORWARD. THINKING.
Registration Number:	3153534	MACQUARIE MORTGAGE ADVANTAGE
Serial Number:	78915012	MACQUARIE COOK ENERGY
Serial Number:	78869949	MACQUARIE
Serial Number:	78869994	FORWARD THINKING
Serial Number:	78744975	MACQUARIE MORTGAGE XPRESS

**CORRESPONDENCE DATA**

Fax Number: (310)824-9696  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-824-5555  
 Email: docketla@fulpat.com, aharvey@fulpat.com

OP \$215.00 2539228

Correspondent Name: Fulwider Patton LLP  
Address Line 1: 6060 Center Drive  
Address Line 2: Tenth Floor  
Address Line 4: LOS ANGELES, CALIFORNIA 90045

ATTORNEY DOCKET NUMBER: GRIFH1 79390

DOMESTIC REPRESENTATIVE

Name: Fulwider Patton LLP  
Address Line 1: 6060 Center Drive  
Address Line 2: Tenth Floor  
Address Line 4: Los Angeles, CALIFORNIA 90045

NAME OF SUBMITTER: Stephen J. Strauss

Signature: /Stephen J. Strauss/

Date: 05/20/2008

Total Attachments: 6

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# Deed of Trade Mark Assignment

Dated

Macquarie Bank Limited (ABN 48 008 583 542) ("MBL")  
Macquarie Group Limited (ABN 94 122 169 279) ("Macquarie")

**Mallesons Stephen Jaques**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
[www.mallesons.com](http://www.mallesons.com)

# Deed of Trade Mark Assignment

## Details

**Interpretation** – definitions are at the end of the General terms

<b>Parties</b>	<b>MBL and Macquarie</b>	
<b>MBL</b>	Name	Macquarie Bank Limited
	ABN	48 008 583 542
	Address (registered office)	No 1 Martin Place, Sydney NSW 2000
<b>Macquarie</b>	Name	Macquarie Group Limited
	ABN	94 122 169 279
	Address (registered office)	No 1 Martin Place, Sydney NSW 2000
<b>Recitals</b>	<b>A</b>	MBL is the owner of the Trade Marks.
	<b>B</b>	MBL's group of companies is undertaking a restructure under which Macquarie will be established as the ultimate parent of the group companies, including MBL.
	<b>C</b>	As part of this restructure, MBL is assigning the Trade Marks to Macquarie on the terms of this deed.
<b>Governing law</b>	New South Wales, Australia	
<b>Date of deed</b>	See Signing page	

# Deed of Trade Mark Assignment

## General terms

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### 1 Trade Mark Assignment

MBL hereby assigns to Macquarie all its right, title and interest in and to the Trade Marks, including the goodwill in the business relating to the goods and services in respect of which the Trade Marks are registered and/or used by MBL or in respect of which registration has been sought. Macquarie hereby accepts the assignment.

At such time as an Allegation of Use is filed with and accepted by the US Patent and Trademark Office in connection with a Pending Mark, all MBL's right, title and interest in such Pending Mark, including the goodwill in the business relating to the goods and services in respect of which the Pending Mark was applied for, shall immediately be considered assigned to Macquarie.

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### 2 Accrued rights of action

The assignment in clause 1 includes MBL's right to take action (and recover damages or an account of profits) against third parties for infringement of the Trade Marks (whether or not the infringement took place before the date of this deed) as well as the right to oppose any application to register a trade-mark which may be confusingly similar to the Trade Marks.

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### 3 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation and signing of this deed and other related documentation.

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### 4 Governing law

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

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### 5 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document.

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## **6 Interpretation**

### **6.1 Definitions**

These meanings apply unless the contrary intention appears:

**Details** means the section in this deed headed “Details”.

**Pending Mark(s)** means both the trade mark application(s) set out in the annexure and the mark(s) covered by the trade mark application(s).

**Trade Marks** means the registered trade marks set out in the Annexure.

**EXECUTED** as a deed

# Signing page

DATED: 19 November 2007

THE COMMON SEAL OF MACQUARIE BANK LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION:

~~THE COMMON SEAL of~~ )  
~~MACQUARIE BANK LIMITED is~~ )  
~~duly affixed by authority of its~~ )  
~~directors in the presence of:~~ )



.....  
Signature of authorised person

**COMPANY SECRETARY**

Office held

**Dennis Leong**

.....  
Name of authorised person (block letters)

.....  
Signature of authorised person

**Managing Director**

Office held

**WALLACE RICHARD SHEPPARD**

.....  
Name of authorised person (block letters)

THE COMMON SEAL OF MACQUARIE Group LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION:

~~THE COMMON SEAL of~~ )  
~~MACQUARIE GROUP LIMITED~~ )  
~~is duly affixed by authority of its~~ )  
~~directors in the presence of:~~ )



.....  
Signature of authorised person

**COMPANY SECRETARY**

Office held

**Dennis Leong**

.....  
Name of authorised person (block letters)

.....  
Signature of authorised person


**Executive Director**

Office held

.....  
**WALLACE RICHARD SHEPPARD**  
Name of authorised person (block letters)

# ANNEXURE

## Trade Marks

Trade Mark	Jurisdiction	App. No/ Reg. No	Class	Status
MACQUARIE Logo 	USA	2539228	36	Registered
FORWARD THINKING	USA	2565151	36	Registered
MACQUARIE ASSET MANAGER	USA	3210463	36	Registered
MACQUARIE MORTGAGE ADVANTAGE	USA	3153534	36	Registered
MACQUARIE COOK ENERGY	USA	78/915,012	36	Pending
MACQUARIE	USA	78/869,949	35 and 36	Pending
FORWARD THINKING	USA	78/869,994	36	Pending
MACQUARIE MORTGAGE XPRESS	USA	78/744,975	36	Pending