

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

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):

Tree Toys Pty Ltd

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Company
- Association
- Limited Partnership

Citizenship (see guidelines) Australia

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 1 July 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Kinlea Holdings Pty Ltd

Internal Address: _____

Street Address: Suite 505, 460 Pacific Hwy

City: St Leonards

State: NSW

Country: AUSTRALIA Zip: 2065

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other COMPANY Citizenship AUSTRALIAN

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)

① 2754673 and ② 2489918

Additional sheet(s) attached? Yes No

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

- ① Tree Toys in classes 16 and 28
- ② Wild! Science in class 28

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

Name: Matthew Smith

Internal Address: _____

Street Address: Harris Wheeler Lawyers
Level 3, 175 Scott Street

City: Newcastle

State: NSW, AUSTRALIA ^{Postcode} Zip: 2300

Phone Number: +61 2 4907 6319

Fax Number: +61 2 4907 6333

Email Address: matthew.smith@harriswheeler.com.au

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information: by credit card as attached.

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Matthew Smith

Signature

27.7.09

Date

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

THIS DEED is made

1 July

2009

BETWEEN: Tree Toys Pty Limited ACN 003 671 458 of Unit C, 8 Hudson Avenue
Castle Hill NSW 2154 ("Assignor")

AND: Kinlea Holdings Pty Ltd/ACN 128 972 903 of Critique Business
Consultants, Suite 505, 460 Pacific Highway St Leonards NSW 2065
("Assignee")

("Parties")

RECITALS

- A. The Assignor is the registered proprietor of the trade marks listed in The Schedule ("Trade Marks").
- B. The Assignor has agreed to assign and transmit its entire right, title and interest in and to the Trade Marks to, the Assignee.

NOW THIS DEED WITNESSES

1 INTERPRETATION

1.1 In this Deed, including the recitals, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) a word denoting the singular number includes the plural number and vice versa;
- (c) a word denoting an individual or person includes a corporation, firm, authority, government or governmental authority and vice versa;
- (d) a word denoting a gender includes all genders;
- (e) a reference to a recital, clause, schedule or annexure is to be a recital, clause, schedule or annexure of or to this Deed;
- (f) a reference to any agreement or document is to that agreement or document (and, where applicable any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (g) a reference to any party to this Deed, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors or permitted assigns;
- (h) a reference to "dollars" or "\$" is to an amount in Australian currency.

1.2 Headings and Parts of Speech

In this Deed, including the recitals:

- (a) headings are for convenience of reference only and do not affect interpretation; and
- (b) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

1.3 Definitions:

In this Deed, including the recitals, unless the context otherwise requires:

"master deed of assignment" means a deed of that name between the Assignor and the Assignee dated on or around the date of this Deed.

2 ASSIGNMENT

- 2.1 In consideration for the payment set out in the master deed of assignment, the Assignor assigns and transmits its entire right, title and interest in and to the Trade Marks to the Assignee.

3 AUTHORITIES

- 3.1 The Assignor agrees to do all acts as may be reasonably necessary to:
- (a) enable the Assignee to apply for and obtain registration as the registered proprietor of the Trade Marks; and
 - (b) cancel the record of any authorised user's interest or any other party's recorded interest in the Trade Marks.

4 WARRANTY

- 4.1 The Assignor warrants that:
- (a) it has absolute title to the Trade Marks;
 - (b) there are no outstanding encumbrances or other matters affecting its capacity to assign the Trade Marks to the Assignee; and
 - (c) the Assignor has no knowledge of prior use of the Trade Marks by any other person.

5 INDEMNITY

- 5.1 The Assignor indemnifies the Assignee against loss, injury or damage (including any legal costs or expenses incurred) occasioned to the Assignee in consequence of any breach of the Assignor of the warranty in clause 4.

6 UNDERTAKINGS

- 6.1 The Assignor undertakes not to do any act which would or might:
- (a) invalidate or put in dispute the Assignee's title to the Trade Marks;

- (b) oppose any application for registration of the Trade Marks, or invalidate any registration of the Trade Marks in due court;
- (c) support an application to remove the Trade Marks as Registered Trade Marks;
- (d) cause any Registrar of Trade Marks to require a disclaimer of a monopoly in the Trade Marks or any part of it;

nor assist any person directly or indirectly in these acts.

7 GOODS AND SERVICE TAX ("GST")

7.1 In this section, all terms have the meaning given to them by the:

- (a) *A New Tax System (Goods and Services Tax) Act 1999;*
- (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.

7.2 The parties agree that all amounts payable under this Deed are exclusive of GST.

7.3 In any Taxable Supply under this Deed the Assignee must, subject to the Assignor providing the Assignee 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.

7.4 If the amount of GST liability of the Assignor under this Deed differs from the amount of GST paid by the Assignor, because of the occurrence of an Adjustment Event, then the Assignor must issue an Adjustment Note to the Assignee within seven (7) days of the Adjustment Event. The amount of GST paid by the Assignee will be adjusted accordingly by a further payment by the Assignee to the Assignor, or by the Assignor to the Assignee, as the case requires, within seven (7) days of the Assignor issuing that Adjustment Note to the Assignee.

7.5 If any penalty, interest, or additional tax ("Extra Liability") is imposed in relation to the GST payable under this Deed by a party ("Paying Party") as a result of the other party's default ("Defaulting Party") under this Deed, the Defaulting Party must pay to the Paying Party the amount of any such Extra Liability within fourteen (14) days after the Paying Party provides the Defaulting Party with proof of the Extra Liability. A notice from the ATO will be sufficient proof of the Extra Liability.

8 NOTICES

8.1 All notices and other communications to or by a party to this Deed:

- (a) must be in writing;
- (b) must be signed by an authorised officer of the sender; and
- (c) will be taken to be given or made:

- (i) (in the case of delivery or by post or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Deed or to any other address it may have notified to the sender; or
- (ii) (in the case of telex) on receipt by the sender of the answerback code of the recipient at the end of transmission,

but if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4.00 p.m. (local time), it will be taken to have been given or made at the commencement of business on the next day on which business is generally carried on in that place.

9 GENERAL

9.1 Amendment

No variation of, or any consent to any departure by a party from, a provision of this Deed is of any force or effect unless it is confirmed in writing signed by the parties and then that variation, waiver or consent is effective only to the extent for which it is made or given.

9.2 Waiver

The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon that party by this Deed does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Deed.

9.3 Liability of Parties

If any party to this Deed consists of more than one person then the liability of those persons in all respects under this Deed is a joint liability of all those persons and a separate liability of each of those persons.

9.4 Entire Deed

This Deed constitutes the sole and entire agreement between the parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Deed is of no force or effect.

9.5 Severance

If any provision of this Deed is invalid or unenforceable in accordance with its terms, other provisions which are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.

9.6 Further assurance

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents,

instruments and acts reasonably required of it or them by notice from another party effectively to carry out and give full effect to this Deed and the rights and obligations of the parties under it.

9.7 Counterparts

This Deed may be executed by any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

9.8 Attorneys

Where this Deed is executed on behalf of a party by an attorney, that attorney by executing declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes the Deed on behalf of that party.

9.9 Stamp Duty

Assignee must bear and is responsible for all stamp duty on or in respect of this Deed and any instrument or transaction contemplated by this Deed.

9.10 Governing law and jurisdiction

This Deed is governed by, and is to be construed in accordance with, the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.


SCHEDULE

LIST OF TRADE MARKS IN UNITED STATES OF AMERICA


1. Tree Toys 2754673 (Classes 16, 28)
2. Wild Science 2489918 (Class 28)

EXECUTED AS DEED

EXECUTED by TREE TOYS PTY
LIMITED ACN 003 671 458
pursuant to s.127 of the Corporations
Act 2001:

) 
)
) Director/Secretary
) Print Name:

EXECUTED by KINLEA HOLDINGS
PTY LTD ACN 128 972 903
pursuant to s.127 of the Corporations
Act 2001:

) 
)
) Director/Secretary
) Print Name:

MTS:KBH:59351:28/11/2008