

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Suits Pty Ltd.		08/29/2011	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Brandwest Clothing and Wetsuit Company Pty Ltd.		
Street Address:	10 Kings Park Road		
Internal Address:	Level 1		
City:	West Perth		
State/Country:	AUSTRALIA		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3027122	W	
CORRESPONDENCE DATA			
Fax Number:	7083838897		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	708-383-8801		
Email:	docket@merz-law.com		
Correspondent Name:	Mary Catherine Merz		
Address Line 1:	1010 Lake Street		
Address Line 2:	Suite 400		
Address Line 4:	Oak Park, ILLINOIS 60301		
ATTORNEY DOCKET NUMBER:	21454		
DOMESTIC REPRESENTATIVE			
Name:	Mary Catherine Merz		
Address Line 1:	1010 Lake Street		

OP \$40.00 3027122

Address Line 2: Suite 400
Address Line 4: Oak Park, ILLINOIS 60301

NAME OF SUBMITTER:	Mary Catherine Merz
Signature:	/Mary Catherine Merz/
Date:	04/26/2012

Total Attachments: 6

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WEST SUITS PTY LTD

(ACN 009 251 727)

(subject to deed of company arrangement)

and

BRANDWEST CLOTHING AND WETSUIT COMPANY PTY LTD

(ACN 152 156 539)

DEED OF ASSIGNMENT

**David Thompson
Barrister & Solicitor**

**Office 4, 17 High Street
Fremantle WA 6160**

Ref: 20110057

TRADEMARK
REEL: 004765 FRAME: 0194



DEED OF ASSIGNMENT

THIS DEED is made on the 29 day of August 20 11

PARTIES

WEST SUITS PTY LTD (ACN 009 251 727) (subject to deed of company arrangement) of c/- Moore Stephens, Level 3, 12 St George's Terrace, Perth in the State of Western Australia ('West')

and

BRANDWEST CLOTHING AND WETSUIT COMPANY PTY LTD (ACN 152 156 539) of c/- Grant Thornton, Level 1, 10 Kings Park Road, West Perth in the State of Western Australia ('Brandwest')

BACKGROUND

- A. West is the registered proprietor and owner of the trade marks set out in the Schedule ('the Marks').
- B. West has agreed to sell its assets, including but not limited to the Marks, to Brandwest on the terms and conditions of a Deed of Sale of Assets dated 25 July 2011 and executed on or about that date.
- B. West now wishes, pursuant to that Deed of Sale, to assign all of its right title and interest in the Marks to Brandwest, and Brandwest wishes to take an assignment of the Marks, on the terms and conditions set out in this Deed.

OPERATIVE PART

1. INTERPRETATION

- 1.1 In this Deed, unless the contrary intention appears:
 - 1.1.1 "Deed" means this deed of assignment.
 - 1.1.2 "Marks" means the trade marks listed in the Schedule registered in the jurisdictions listed in the Schedule, and in the event that any of them are not yet registered or lapsed includes all rights, title and interest at law in the marks as unregistered and in the application for their registration or any application for the reinstatement in the jurisdictions noted in the Schedule, as well as the right to prosecute such application.
 - 1.1.3 "Schedule" means the schedule to this Deed.

1.2 In this Deed:

- 1.2.1 a reference to a person includes a corporation;
- 1.2.2 a reference to a party includes that party's successors and assigns;
- 1.2.3 words importing the singular import the plural, and words importing the plural import the singular;
- 1.2.4 expressions importing a particular gender include all other genders;
- 1.2.5 a reference to a statute, statutory regulation, or provision thereof includes that statute, statutory regulation, or provision as amended; and
- 1.2.6 headings are used for ease of reference and do not affect the meaning of any provision of this Deed.

2. ASSIGNMENT

- 2.1 West hereby assigns to Brandwest all of its right, title and interest in the the Marks.

3. MISCELLANEOUS

- 3.1 The parties covenant with each other that each party will expeditiously sign, execute and do all such further documents, acts, matters and things as shall be requisite or necessary for effectuating the provisions of this Deed including (but not limited to) the obtaining of all relevant approvals and the execution of any documents necessary in order to allow the assignments the subject of this Deed to be recognised and registered in and under the laws of the jurisdictions noted in the Schedule in respect of each Mark.

4. NOTICES

- 4.1 Any notice required to be given or made under this Deed may be signed by the party giving it or that party's solicitor, and will be treated as given if:
 - 4.1.1 sent by prepaid post to the party to be served at the address stated in this Deed;
 - 4.1.2 delivered personally to the party to be served, or (in the case of a party that is a corporation) to one of that party's directors or to that party's registered office from time to time;
 - 4.1.3 sent by facsimile to the party at an acknowledged facsimile number.

- 4.2 Any notice given pursuant to the preceding clause will be treated as received:
- 4.2.1 if sent by post, and in the absence of proof of earlier delivery, three working days after the date of posting;
 - 4.2.2 if delivered personally, on delivery; and
 - 4.2.3 if sent by facsimile, on the day upon which it is sent and when the facsimile machine transmitting the notice prints an acknowledgement that every page has been received at the specified facsimile number.

5. GENERAL

Governing law and jurisdiction

- 5.1 This Deed is governed by the law of Western Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia (including courts exercising appeal jurisdiction and Federal jurisdiction in Western Australia).

Severability

- 5.2 A provision in this Deed that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of that illegality, invalidity or unenforceability. This does not affect the validity or enforceability of that in any other jurisdiction, nor of the remainder of this Deed in any jurisdiction.

Variation

- 5.3 Any variation of this Deed must be made in writing, and must be executed for or on behalf of each party to it.

Consent and waivers

- 5.4 A consent or waiver by any party to this Deed in relation to this Deed is effective only if in writing, and only to the extent provided in such writing. If given subject to conditions, the consent or waiver is only effective once those conditions are fulfilled.

Costs and outlays

- 5.5 Each party is responsible for its own costs and expenses of the preparation and execution of this Deed, unless this Deed specifically provides otherwise.

Further assurance

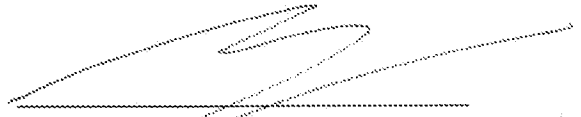
- 5.6 Each party must at its own cost from time to time do all things (including without limitation the execution of documents) necessary or desirable to give full effect to this Deed.

Execution by counterparts

5.7 This Deed may be executed in any number of counterparts. Each counterpart constitutes an original of this Deed, all of which together constitute one instrument.

EXECUTED AS A DEED

Executed for and on behalf of **WEST SUITS PTY LTD (ACN 009 251 727)** (subject to deed of company arrangement) by its duly appointed agent*/officers* pursuant to s. 127 of the Corporations Law 2001




Name *(please print)*: DING TRAVAGLIA
Director*
~~Sole Director and Secretary*~~
Administrator of Deed of Company Arrangement* *(Administrator)*


Name *(please print)*:
Director*/Secretary*



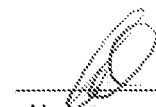
* delete if inapplicable

Witnessed by: Lynn THORSON
 Accountant

Executed for and on behalf of **BRANDWEST CLOTHING AND WETSUIT COMPANY PTY LTD (ACN 152 156 539)** by its duly appointed agent*/officers* pursuant to s. 127 of the Corporations Law 2001



Name *(please print)*: JEFFREY WILLIAM BAMSON
Director*
Sole Director and Secretary*



Name *(please print)*: NICOLE MCCORMICK
Director*/Secretary*

* delete if inapplicable

SCHEDULE

Jurisdiction	Application Number	Mark
Australia	853553	
Australia	853554	
Australia	853555	West Suits
Australia	982751	
United Kingdom	1385854	
United States	3027122	
Japan	2468325	
Brazil	828287376, 828287392	
Australia	1278596	
International (designating Europe)	1075969	
New Zealand	836875	