

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
Astute Corporation Pty Ltd		08/21/2012	Pty Ltd: AUSTRALIA

RECEIVING PARTY DATA

Name:	Astute International Pty Ltd
Street Address:	289 Flinders Lane
Internal Address:	Level 9
City:	Melbourne
State/Country:	AUSTRALIA
Postal Code:	VIC 3000
Entity Type:	Pty Ltd: AUSTRALIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85632068	ASTUTEPAYROLL.COM

CORRESPONDENCE DATA

Fax Number: 7043321197
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-945-2903
 Email: tm@slk-law.com
 Correspondent Name: Kathryn A. Gromlovits
 Address Line 1: 128 South Tryon Street
 Address Line 2: Suite 1800
 Address Line 4: Charlotte, NORTH CAROLINA 28202-5013

ATTORNEY DOCKET NUMBER:	152320
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DOMESTIC REPRESENTATIVE

Name:

CH \$40.00 85632068

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Kathryn A. Gromlovits
Signature:	/kag/
Date:	08/22/2012
Total Attachments: 2 source=Astute Int'l Pty Ltd. Assignment#page1.tif source=Astute Int'l Pty Ltd. Assignment#page2.tif	

TRADE MARKS ASSIGNMENT DEED

BETWEEN:

Name **Astute Corporation Pty Ltd**
ACN 132 218 994
Short form name **The Assignor**
Notice details Level 9, 289 Flinders Lane, Melbourne VIC 3000
Facsimile : (61) 1300 794 071
Attention : Mr Nicholas Beames

Name **Astute International Pty Ltd**
ACN 158 214 629
Short form name **The Assignee**
Notice details Level 9, 289 Flinders Lane, Melbourne VIC 3000
Facsimile : (61) 1300 794 071
Attention : Mr Nicholas Beames

1. The Assignor as beneficial owner hereby assigns and transfers to the Assignee all right, title and interest in the trade marks and the right to sue for infringement and to retain any damages obtained as a result of such action. The Assignor confirms that the assignment is made with the goodwill attaching to the trade marks and the goodwill of the business in which the trade marks have been used by the Assignor.

2. The Assignor warrants to the Assignee that the Assignor is unaware of any use by any third party of any of the marks or any mark similar to any of them in connection with the goods and services in respect of which the Assignor has used them.

3. The Assignor further covenants that at the request and cost of the Assignee it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the trade marks.

4. The trade marks mean the hereunder list:

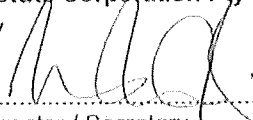
Trade Mark	Number	Classes	Country
ASTUTE PEOPLE SOLUTIONS	1208810	35	Australia
DIFFERENT THINKING	1392384	16	Australia
AstutePayroll.com	1453082	9, 35 and 42	Australia
BECAUSE YOU'VE GOT BETTER THINGS TO DO WITH YOUR TIME	1465991	9, 35 and 42	Australia

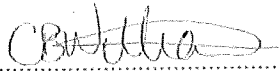
AstutePayroll.com	959155	9 and 42	New Zealand
AstutePayroll.com	85632068	9 and 42	United States

EXECUTION

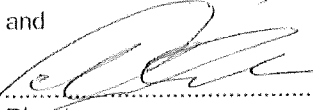
Executed as a deed this 13th day of August 2012

Signed sealed and delivered)
Astute Corporation Pty Ltd)
 by)


)
 Director / Secretary)



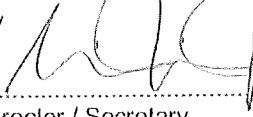
and)

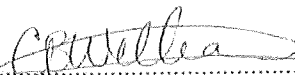

)
 Director)



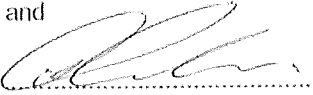
Date: 21/8/12

Signed for and on behalf of)
Astute International Pty Ltd)
 by)


)
 Director / Secretary)



and)


)
 Director)



Date: 21/8/12