900275047 12/18/2013

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
Creata Macao Commercial Offshore Limited		109/27/2013	LIMITED LIABILITY COMPANY: MACAO

RECEIVING PARTY DATA

Name:	Climax Holdings Pty Limited
Street Address:	PO Box 29
Internal Address:	c/- Henderson Solicitors
City:	Thornleigh
State/Country:	AUSTRALIA
Postal Code:	NSW, 2120
Entity Type:	LIMITED LIABILITY COMPANY: AUSTRALIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3869217	ADAMIA

CORRESPONDENCE DATA

Fax Number: 7036217155

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 703-621-7140

Email: mailroom@mg-ip.com
Correspondent Name: Joe McKinney Muncy

Address Line 1: 4000 Legato Road, Suite 310
Address Line 4: Fairfax, VIRGINIA 22033

ATTORNEY DOCKET NUMBER: 5497/0102TUS1

DOMESTIC REPRESENTATIVE

Name: Joe McKinney Muncy

TRADEMARK REEL: 005176 FRAME: 0599 D \$40.00 3869217

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Address Line 1: 4000 Legato Road, Suite 310 Address Line 4: Fairfax, VIRGINIA 22033		
NAME OF SUBMITTER:	Joe McKinney Muncy	
Signature:	/Joe McKinney Muncy/	
Date:	12/18/2013	
Total Attachments: 2 source=2013-11-29-Executed Assignment document#page1.tif source=2013-11-29-Executed Assignment document#page2.tif		

TRADEMARK REEL: 005176 FRAME: 0600 **THIS ASSIGNMENT** is made the 27th day of September 2013.

BETWEEN

- (1) Creata Macao Commercial Offshore Limited, a limited liability company incorporated in Macao having a registered office at Alameda Dr. Carlos d'Assumpcao, No. 180 Edif Tong Nam Ah Central Comercio, 6 andar 0, Macau ("Assignor"); and
- (2) **Climax Holdings Pty Limited**, a limited liability company incorporated in Australia with a registered office at c/- Henderson Solicitors, PO Box 29, Thornleigh, NSW, 2120, Australia ("**Assignee**").

WHEREAS

- A. The Assignor is the owner of the trade marks set out in the Schedule to this Deed ("Trade Marks").
- B. Assignor has agreed to assign all rights in the Trade Marks on the terms and conditions set out in this Deed.

AGREEMENT

- 1. The Assignor, as beneficial owner, absolutely assigns to the Assignee:-
 - (a) all the property, right, title and interest in and to the Trade Marks including all common law rights and copyright but without the goodwill of the business relating to the goods and/or services for which the Trade Marks are registered or used and all rights therein at common law;
 - (b) all rights, both at law and in equity, to maintain and enforce any rights subsisting in the Trade Marks, including but not being limited to commencing and maintaining legal proceedings for passing off and/or infringements of trade marks and copyright or other similar proceedings in respect of the Trade Marks whether or not such cause of action arose before the date of this Deed.
- 2. The Assignor agrees to sign and execute any documents or forms to be specified by the Assignee which may be required for recording or registering the transfer of rights in respect of any of the Trade Marks assigned. If the Assignor defaults in signing and/or executing the same, the Assignor irrevocably appoints the Assignee or its nominee as attorney to the Assignor for this purpose.
- 3. Assignor further warrants that it has the right of ownership in the Trade Marks, and that it is not aware of any claim which may affect the Trade Marks nor has it charged or encumbered the same in any way, except as disclosed, and should it at any further date discover any such charge or encumbrance, it undertakes to disclose the same to Assignee and to discharge the same without delay.

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- 4. Assignor further undertakes that it shall not at any time hereafter use the Trade Marks or any other mark so resembling the Trade Marks as to be likely to deceive or cause confusion save and except as specifically allowed for under this Assignment or under any written agreement between Assignor and Assignee;
- 5. Assignor warrants that to the best of its knowledge and belief, nothing has been done nor has any event occurred whereby the Trade Marks may be or may have been declared void or invalid.
- This Deed is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 7. This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one Deed.

SCHEDULE

Trade Marks

Trade Mark	No.	Class(es)	Country
ADAMIA	3869217	3	United States
ADAMIA	11139169	1, 3	Europe

EXECUTED AS A DEED		
EXECUTED by)	vorumenta para de la companya de la
Creata Macao Commercial)	Director
Offshore Limited)	(Print Name):
in accordance with its laws of		
incorporation		Alex Director/secretary (Print Name): Anne Cox OULBOULD,
EXECUTED by)	minimized and a second and a second and a second as
Climax Holdings Pty Limited)	Director
in accordance with s127 of the).	(Print Name): Ken Henderson
Corporations Act, 2001		

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