

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
RAMBOR PTY. LIMITED		03/29/2013	PTY. LIMITED: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Rambor Logistics & Asset Management Pty Ltd		
Street Address:	108 Albatross Road		
City:	South Nowra NSW 2541		
State/Country:	AUSTRALIA		
Entity Type:	Private Company (Private Company Limited by Shares): AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74071934	KING COBRA	
CORRESPONDENCE DATA			
Fax Number:	4154263569		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415.426.3568		
Email:	carole@barrettplaw.com		
Correspondent Name:	Carole F. Barrett		
Address Line 1:	201 Spear St., Suite 1100		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	4062.003		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$40.00 74071934

Address Line 4:

NAME OF SUBMITTER:

Carole F. Barrett

Signature:

/CFB/

Date:

01/06/2014

Total Attachments: 7

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Deed of Assignment of Intellectual Property

Rambor Pty Limited

and

Rambor Logistics & Asset Management Pty Ltd

HWLEBSWORTH
LAWYERS

Suite 310 Level 3 Norwest Central,
Building 12
Norwest Business Park, 12 Century
Circuit
BAULKHAM HILLS NSW 2153
DX 18507 CASTLE HILL
ABN 37 248 549 189
Tel: (02) 9334 8555
Fax: 1300 369 656

www.hwlebsworth.com.au
Ref: MR:244989

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TRADEMARK
REEL: 005187 FRAME: 0429

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Deed of Assignment of Intellectual Property

Date	29 March 2013
Parties	<p>Rambor Pty Limited ACN 105 301 184 of 108 Albatross Road, Nowra, NSW 2541 (Assignor)</p> <p>Rambor Logistics & Asset Management Pty Ltd ACN 162 975 984 of 108 Albatross Road, Nowra, NSW 2541 (Assignee)</p>
Background	<p>A. The Assignor is the legal and beneficial owner of the Intellectual Property.</p> <p>B. In consideration of the Price, the Assignor wishes to assign all its right, title and interest in the Intellectual Property to the Assignee, and the Assignee accepts the assignment on the terms and conditions set out in this Deed.</p>

Deed

1. Definitions and Interpretation

1.1 In this Agreement:

Completion Date means the date of this Deed.

Intellectual Property means the intellectual property described in the Schedule to this Deed.

Price means the sum of AUD [REDACTED]

2. Assignment

2.1 In consideration of the Price, the Assignor hereby assigns and transfers absolutely to the Assignee:

- (a) all right, title and interest in the Intellectual Property both in Australia and throughout the world;
- (b) the entire copyright throughout the world and all other rights of a like nature now subsisting or conferred in respect of the Intellectual Property by the law in force in any part of the world, including all renewals and extensions thereof;
- (c) by way of assignment of future copyright, the copyright and all other rights of a like nature from time to time belonging to the Assignor which may be conferred or may

subsist in any alterations or additions to the Intellectual Property, including all renewals and extensions thereof;

- (d) all right, title and interest in respect of any registrations which may subsequently be obtained in respect of the Intellectual Property throughout the world, including all renewals and extensions thereof;
- (e) to the extent that the Assignor had, or might have in the future, the right to take actions against third parties for infringement of its rights in the Intellectual Property, the Assignor assigns and transfers all such rights to the Assignee; and
- (f) any and all statutory or common law rights and remedies in relation to the Intellectual Property available to the Assignor as at the Completion Date.

2.2 To the extent, if any, that the Intellectual Property or any part thereof is deemed not to be the absolute property of the Assignee, the Assignor hereby grants to the Assignee a perpetual, exclusive, irrevocable and transferable licence to use and exploit the Intellectual Property throughout the world. The Assignor agrees that the Assignee shall be at liberty to procure, and to be responsible for, the registration and other protection of the Intellectual Property as it may see fit.

3. Completion

3.1 The Assignor must:

- (a) execute all documents and do all things necessary to enable the Assignee to vest the full and unencumbered legal and beneficial title in the Intellectual Property in the Assignee, including obtaining the execution of any document by any third party;
- (b) do all acts as may be reasonably necessary to:
 - (i) enable the Assignee to apply for and obtain registration as the registered proprietor of the Intellectual Property, including but not limited to any trade marks or patents;
 - (ii) cancel the record of any authorised user's interest or any other party's recorded interest in the Intellectual Property, including but not limited to any trade marks or patents; and
- (c) provide all instruments of title in the Intellectual Property to the Assignee, including all certificates of registration, computer programs, source code, object code, papers, plans, reports or documents of a like nature relating to the Intellectual Property.

3.2 In the event that any document or thing is required to be executed or done after the Completion Date in order to perfect the assignment and enable the Assignee to vest the full and unencumbered legal and beneficial title in the Intellectual Property in the Assignee, including any thing required to be executed or done to give effect to those matters set out in clause 3.1(b) above, the Assignor hereby grants the Assignee an irrevocable power of attorney to sign such document or do such thing on behalf of the Assignor, including arranging the execution of any document by any third party.

3.3 Notwithstanding that any document or thing required to be executed or done in order to perfect the assignment is not executed or done, the Assignor hereby covenants that the assignment of the Intellectual Property to the Assignee shall be deemed to be valid and effective on and from the Completion Date and that the Intellectual Property vests in the Assignee on and from the Completion Date.

4. Warranties and Undertakings

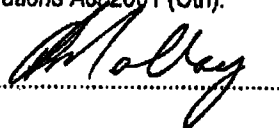
- 4.1 The Assignor warrants that:
- (a) the Assignor is the legal and beneficial owner of the Intellectual Property and has the right to assign the exclusive ownership of the Intellectual Property to the Assignee; and
 - (b) the Intellectual Property is valid and subsisting.
- 4.2 The Assignor undertakes that it shall not, after the Completion Date:
- (a) do any act or thing that might invalidate or put into dispute the Assignee's right, title and interest in the Intellectual Property;
 - (b) oppose any application for registration of the Intellectual Property or invalidate any registration of the Intellectual Property;
 - (c) make or support any application to remove or de-register the Intellectual Property; or
 - (d) use the Intellectual Property without the Assignee's prior written consent.
- 4.3 The Assignor hereby indemnifies the Assignee against any and all claims, demands, losses, damages and costs that the Assignee incurs or may incur (whether direct or indirect) including legal costs on a solicitor and own client basis, as a result of a breach by the Assignor of any of the Assignor's obligations, warranties or undertakings set out in this Deed.

5. General

- 5.1 This Deed is governed by the laws of New South Wales, Australia.
- 5.2 This Deed is binding upon and ensures to the benefit of the parties and their permitted assigns and successors.
- 5.3 Neither this Deed nor any provision thereof may be changed, modified, waived, discharged or terminated otherwise than by an instrument in writing executed by the parties.
- 5.4 This Deed may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.
- 5.5 If any provision of this Deed is held invalid by a court of competent jurisdiction, then the remainder of this Deed will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

Executed as a Deed

Executed by Rambor Pty Limited ACN 105)
301 184 in accordance with section 127 of)
the Corporations Act 2001 (Cth):)



.....
Director

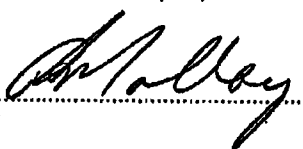
.....
(Print) Full Name



.....
Director/Secretary

.....
(Print) Full Name

Executed by Rambor Logistics & Asset)
Management Pty Ltd ACN 162 975 984 in)
accordance with section 127 of the)
Corporations Act 2001 (Cth):)



.....
Director

.....
(Print) Full Name




.....
Director/Secretary

.....
(Print) Full Name

Deed of Assignment of Intellectual Property

HWL Ebsworth

Trade Mark No.	Trade Mark	Classes	Registered From	Renewal Due	Status	Country
1506407		7: Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); agricultural implements other than hand-operated; incubators for eggs; automatic vending machines. 8: Hand tools and implements (hand-operated); cutlery; side arms; razors 37: Building construction; repair; installation services			Under Examination - Extension Fees Not Required	Australia
1612296	Rambor	N/A			Filed	Canada
1612289	King Cobra	N/A			Filed	Canada
1125045	King Cobra & Device	07		08/11/2017	Registered	China
1149021	Rambor	07		07/02/2018	Registered	China
1068372	King Cobra and Cobra Device	07		20/12/2011	Registered - Awaiting Certificate	India
1068373	King Cobra and Cobra Device In	08		20/12/2011	Registered - Awaiting Certificate	India
2470810	Rambor	7, 8, 37			Filed	India
2470809	King Cobra	7, 8, 37			Filed	India
Case Ref. RAM008081	Rambor	7, 8, 37			Objection	Madrid
Case Ref. RAM007082	Ram's Head Device	7, 8, 37			Objection	Madrid
Case Ref. RAM008083	King Cobra	7, 8, 37			Objection	Madrid
427132	King Cobra & Device	07		24/08/2022	Registered	Mexico
429375	King Cobra & Device	07		26/08/2022	Registered	Mexico
427135	King Cobra & Device	08		26/08/2022	Registered	Mexico
1345408	Rambor	7			Filed	Mexico
1345407	Rambor	8			Filed	Mexico
1345405	King Cobra	7			Filed	Mexico
1345406	King Cobra	8			Filed	Mexico
104113	Rambor & Device	07, 08		08/11/2015	Registered	Poland
104122	King Cobra & Device	07, 08		06/11/2015	Registered	Poland
Case Ref. RAM015090	Rambor	7, 8, 37			Filed	South Africa
Case Ref. RAM0161091	Ram's Head Device	7, 8, 37			Filed	South Africa
1479066	Rambor & Man Device	07, 08, 37		15/08/2018	Registered	UK
74071934	King Cobra	7			Almost approved	USA