

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
Magellan Technology Pty Ltd.		12/01/2013	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Sato Vicinity Pty Ltd.		
Street Address:	1/1 Nursery Ave., Clayton Business Park		
City:	Clayton VICTORIA		
State/Country:	AUSTRALIA		
Postal Code:	3168		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3252864	MAG TECH	
Serial Number:	86037982	PJM	
Serial Number:	86037947	PJM STACKTAG	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.745.5370		
Email:	JMUENNINK@WINSTEAD.COM		
Correspondent Name:	JANIE MUENNINK C/O WINSTEAD PC		
Address Line 1:	P.O. BOX 131851		
Address Line 4:	DALLAS, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	46770-G99999		
DOMESTIC REPRESENTATIVE			

CH \$90.00 3252864

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

NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	02/12/2014

Total Attachments: 10

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Trade Mark Assignment Deed

Parties	Assignor and Assignee	
Assignor	Name	Magellan Technology Pty Ltd
	ABN	93 009 137 393
	Address	65 Johnston Street, Annandale NSW 2038
	Fax	+61 2 9518 7620
	Attention	Tim Frost
Assignee	Name	Sato Vicinity Pty Ltd
	ACN	166 705 004
	Address	1/1 Nursery Avenue, Clayton Business Park, Clayton VICTORIA 3168
	Fax	+61 3 8814 5335
	Attention	Hikomasa Konishi
Recitals	A	The Assignor is the owner of the Trade Marks.
	B	The Assignor and the Assignee entered into a business sale agreement on or around 22 November 2013, under which the parties agreed that the Assignor would assign the Trade Marks to the Assignee.
	C	The Assignor and the Assignee have agreed to enter into this Deed to give effect to the agreement described in Recital B.

General terms

1 Interpretation

1.1 Definitions

These definitions apply in this Deed unless the contrary intention appears:

Deed means this assignment deed.

Goodwill means the goodwill that the Assignor owns in relation to the Trade Marks.

Trade Marks means:

- (a) the registered trade marks set out in part A of the schedule;
- (b) the trade marks set out in part B of the schedule whose registration has been applied for; and

- (c) all other unregistered trade marks (which are owned by the Assignor anywhere in the world.

1.2 General interpretation

Unless the contrary intention appears, a reference in this Deed to:

- (a) a clause or schedule is a reference to a clause in or schedule to this Deed;
- (b) the singular includes the plural and vice versa;
- (c) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (d) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
- (e) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (f) Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Deed.

2 Assignment

2.1 Assignment

The Assignor, as legal and beneficial owner, assigns to the Assignee, absolutely, all right, title and interest in and to:

- (a) the Trade Marks;
- (b) the applications for registration in respect of the Trade Marks set out in part B of the schedule:
 - (i) so that the registration of those Trade Marks vest in the Assignee; and
 - (ii) including the benefit of any use of those Trade Marks before their registration;
- (c) all intellectual property rights, including copyright subsisting in the Trade Marks; and
- (d) the right to sue for, and recover, damages and other relief in relation to any infringement of any of the rights assigned by this Deed,

with effect from the date of this Deed.

2.2 Goodwill

The assignment made in clause 2.1 ("Assignment") includes Goodwill .

3 Further steps

3.1 Further assurances

On and from the date of signing this Deed the Assignor must, at its own cost, do anything (including execute any documents) and must ensure that its employees and agents do anything (including execute any documents) that the Assignee may require to give full effect to this Deed. These acts may include anything necessary to record the Assignee as the registered owner of the Trade Marks on the relevant trade marks registers anywhere in the world, and deposing or swearing any declarations or oaths.

3.2 Recording of assignment on Register

Promptly following the date of signing of this Deed, the Assignee must apply at its cost to have the assignment of each of the Trade Marks recorded on the trade mark register in the relevant jurisdictions.

4 Warranties and indemnities

4.1 Warranties

The Assignor warrants that:

- (a) it owns all right, title and interest in and to the Trade Marks, including all intellectual property rights, including the copyright subsisting in the Trade Marks;
- (b) other than as disclosed by the Assignor to the Assignee before the date of this document, it has not licensed any of the Trade Marks and has not assigned or in any way disposed of or encumbered any right, title or interest in or to any of the Trade Marks or any of the intellectual property rights, including the copyright subsisting in the Trade Marks;
- (c) the Assignor has taken all necessary steps to obtain and maintain appropriate registrations for the Trade Marks and to protect and defend the Trade Marks and the intellectual property rights, including the copyright subsisting in the Trade Marks;
- (d) as far as the Assignor is aware, there has not been:
 - (i) any infringement of any of the Trade Marks or any of the intellectual property rights, including the copyright subsisting in the Trade Marks; or
 - (ii) any other act which may affect the validity or enforceability of the Trade Marks or any of the intellectual property rights, including the copyright subsisting in the Trade Marks; and
- (e) the Assignor is not aware of any use by any other person of any of the Trade Marks or trade marks substantially identical with or deceptively similar to the Trade Marks anywhere in the world in relation to any goods or services.

4.2 Indemnity

The Assignor indemnifies the Assignee against all liability, costs (including legal costs on a full indemnity basis), expenses, loss or damage suffered or incurred (or agreed to be paid by way of settlement or compromise) by the Assignee in relation to a breach of any warranty in clause 4.1 ("Warranties").

5 Other obligations

5.1 Stamp duty

The Assignee is solely responsible for any duty that is payable on or in relation to this Deed.

5.2 Costs

The parties agree to pay their own expenses incurred in negotiating, preparing, executing and carrying into effect this Deed.

6 Governing law

- (a) This Deed is governed by the laws of New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Deed.
- (c) The parties irrevocably waive:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set-off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7 Counterparts

This Deed may be executed in counterparts and the date on which the last counterpart is executed will be the date of the Deed.

Execution

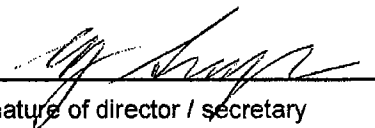
Executed as a Deed this 1st day of December 2013

Executed by
Magellan Technology Pty Ltd:



Signature of Director

Name: RAYMOND THOMAS
CROSS



Signature of director / secretary

Name: ELEPHANTA SETHU ANANDAS

Executed by
Sato Vicinity Pty Ltd:

Signature of director

Name:

Signature of director / secretary

Name:

Execution


Executed as a Deed this 4th day of December 2013

Executed by
Magellan Technology Pty Ltd:

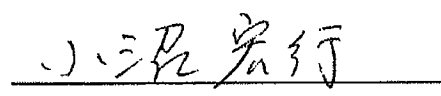
Signature of Director
Name:.....

Signature of director / secretary
Name: _____

Executed by
Sato Vicinity Pty Ltd:





Signature of director
Name: HIROMASA KONISHI





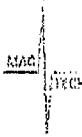
Signature of director / secretary
Hiroyuki Konuma
Name: _____

Schedule


Part A - Registered Trade Marks

Country	Appl/Regn No.	Trade Mark	Goods/Services	Status at Assignment
Australia	967590		<p>Class 9: Scientific, electrical, electronic, checking (supervision), weighing, measuring, signaling apparatus and instruments; data processing equipment and computers, including display terminals and keyboards; software; RFID (Radio Frequency Identification) devices; printed circuit boards; integrated circuits; transponders; smart cards; automatically readable value cards; proximity monitoring equipment; surveillance equipment; commercial and military electronic equipment, part and accessories for the aforementioned goods</p> <p>Class 39: Identification, tracking and tracing of items, for example food and medical supplies, as well as documents, postal courier items and baggage</p>	Granted
International Designated in China, France, Germany, Japan and UK	824931		<p>Class 9: Scientific, electrical, electronic, checking (supervision), weighing, measuring, signalling apparatus and instruments; data processing equipment and computers, including display terminals and keyboards; software; RFID devices (radio frequency identification devices); printed circuit boards; integrated circuits; transponders; smart cards; automatically readable value cards; proximity monitoring equipment; surveillance equipment; commercial and military electronic equipment, parts and accessories for the aforementioned goods</p> <p>Class 39: Identification, tracking and tracing of items, for example food and medical supplies, as well as documents, postal courier items and baggage</p>	Granted
Australia	967388	PJM StackTag	<p>Class 9: Scientific, electrical, electronic, checking (supervision), weighing, measuring, signaling apparatus and instruments; data processing equipment and computers, including display terminals and keyboards; software; RFID (Radio Frequency Identification) devices; printed circuit boards; integrated circuits; transponders; smart cards; automatically readable value cards; proximity monitoring equipment; surveillance equipment; commercial and military electronic equipment, part and accessories for the aforementioned goods</p>	Granted

Country	Appln/Regn No.	Trade Mark	Goods/Services	Status at Assignment
			Class 39: Identification, tracking and tracing of items, for example food and medical supplies, as well as documents, postal courier items and baggage	
International Designated in China, France, Germany, Japan and UK	824929	PJM StackTag	Class 9: Scientific, electrical, electronic, checking (supervision), weighing, measuring, signalling apparatus and instruments; data processing equipment and computers, including display terminals and keyboards; software; RFID devices (radio frequency identification devices); printed circuit boards; integrated circuits; transponders; smart cards; automatically readable value cards; proximity monitoring equipment; surveillance equipment; commercial and military electronic equipment, parts and accessories for the aforementioned goods Class 39: Identification, tracking and tracing of items, for example food and medical supplies, as well as documents, postal courier items and baggage	Granted
Australia	1042246	MAGELLAN	Class 9: Scientific, electrical, electronic, checking (supervision), weighing, measuring, signalling apparatus and instruments; apparatus, systems and components related to the transport, packaging and storage of goods; apparatus, systems and components related to the identification and tracking of items, documents, postal and courier items, and/or baggage; data processing equipment, computer hardware and computers, including display terminals and keyboards; RFID devices (radio frequency identification devices); printed circuit boards; integrated circuits; transponders; smart cards; smart cards having magnetic or other coded information, identification cards in this class; automatically readable value cards; monitoring apparatus; proximity monitoring equipment; surveillance equipment; commercial and military electronic equipment, parts and accessories for the aforementioned goods; all of the aforesaid goods for use in the automatic identification industry	Granted
Australia	543023	 Magellan	Class 9: Computer hardware including display terminals and keyboards and parts thereof and fittings therefor included in class 9, printed circuit boards, integrated circuits, transponders, smart cards having magnetic or other coded information, identification cards in this class, monitoring apparatus in this class, automatically readable value cards in this class, commercial and military electronic equipment, none of the aforementioned goods being computer software; all of the aforementioned goods for use in the automatic identification industry	Granted

Country	Appln/Regn No.	Trade Mark	Goods/Services	Status at Assignment
			Class 37: Repair services, maintenance services, none of the aforementioned services being services relating to computer software; all of the aforementioned services for use in the automatic identification industry	
Australia	653947	 Magellan	Class 40: Services relating to manufacture of scientific, electrical and electronic apparatus and instruments; none of the aforementioned services being services relating to computer software; all of the aforementioned services for use in the automatic identification industry	Granted
Australia	1500473	PJM Assure	Class 9: Scientific, electrical, electronic, checking (supervision), weighing, measuring, signalling apparatus and instruments; data processing equipment and computers, including display terminals and keyboards; software; RFID devices (radio frequency identification devices); printed circuit boards; integrated circuits; transponders; smart cards; automatically readable value cards; proximity monitoring equipment; surveillance equipment; commercial and military electronic equipment, inventory management software; devices, apparatus and systems for enabling the identification, tracking or tracing of items; RFID interrogators; barcode readers, parts and accessories for the aforementioned goods Class 39: Transport services; packaging and storage of goods services; services relating to the identification and tracking of items and documents, postal and courier items, baggage	Granted
US	3,252,864		Class 9: Radio frequency identification systems comprising computers, computer software and radio frequency-based identification devices, namely, radio frequency proximity tags and transponders for use in identification, tracking, and tracing applications pertaining to the shipment of goods, namely, food, medical supplies, documents, mail, or packages and baggage; radio frequency-based identification devices, namely, radio frequency proximity tags attached to fobs for monitoring security access or identification; radio frequency transponder tags attached to goods for tracing and tracking the movement of those goods and radio frequency identification tags attached to goods for identifying those goods; transponders	Granted

Part B - Trade Mark applications for registration

Country	Appln/Regn No.	Trade Mark	Goods/Services	Status at Assignment
Australia	1500476	PJM ORBIT	<p>Class 9: Scientific, electrical, electronic, checking (supervision), weighing, measuring, signalling apparatus and instruments; data processing equipment and computers, including display terminals and keyboards; software; RFID devices (radio frequency identification devices); printed circuit boards; integrated circuits; transponders; smart cards; automatically readable value cards; proximity monitoring equipment; surveillance equipment; commercial and military electronic equipment, inventory management software; devices, apparatus and systems for enabling the identification, tracking or tracing of items; RFID interrogators; barcode readers, parts and accessories for the aforementioned goods</p> <p>Class 39: Transport services; packaging and storage of goods services; services relating to the identification and tracking of items and documents, postal and courier items, baggage; repair services; maintenance services</p>	Pending
US	86/037,982		<p>Class 9: Data processing equipment, namely, computers and computer software for use in identification, tracking and tracing applications pertaining to the shipment of goods, namely, food, medical supplies, documents, mail or packages and baggage; radio frequency based identification devices, namely, radio frequency proximity tags attached to fobs for monitoring security access or identification, radio frequency transponder tags attached to goods for tracing and tracking the movement of those goods and radio frequency identification tags attached to goods for identifying those goods; printed circuit boards; integrated circuits; transponders; blank radio frequency smart cards</p>	Pending
US	86/037,947	PJM StackTag	<p>Class 9: Data processing equipment, namely, computers and computer software for use in identification, tracking and tracing applications pertaining to the shipment of goods, namely, food, medical supplies, documents, mail or packages and baggage; radio frequency based identification devices, namely, radio frequency proximity tags attached to fobs for monitoring security access or identification, radio frequency transponder tags attached to goods for tracing and tracking the movement of those goods and radio frequency identification tags attached to goods for identifying those goods; printed circuit boards; integrated circuits; transponders; blank radio frequency smart cards</p>	Pending