

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	07/19/2011		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kevin Owens		05/20/2014	INDIVIDUAL: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Calico Pty Ltd.		
<b>Street Address:</b>	16 Fairview Street		
<b>City:</b>	Coogee WA 6166		
<b>State/Country:</b>	AUSTRALIA		
<b>Entity Type:</b>	Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3680863	CALICO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	949-760-0404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Stacey R. Halpern		
<b>Address Line 1:</b>	2040 Main Street, Fourteenth Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	HOPG6.001TUS		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Stacey R. Halper		
<b>Address Line 1:</b>	2040 Main Street, 14th floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Stacey R. Halpern		
<b>SIGNATURE:</b>	/Stacey R. Halpern/		
<b>DATE SIGNED:</b>	05/29/2014		
<b>Total Attachments: 10</b> source=ASSIGN#page1.tif			

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## Trade Mark Assignment Deed

AU TM "CALICO"

UK TM "CALICO"

US TM "CALICO"

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Kevin Owens (Assignor)

Calico Pty Ltd ACN 122 812 686 (Assignee)

Contact - Hayden Delaney, Partner, [h.delaney@hopgoodganim.com.au](mailto:h.delaney@hopgoodganim.com.au)

### BRISBANE

Level 8, Waterfront Place, f Eagle Street  
Brisbane Qld 4000 Australia

T +61 7 3024 0000  
F +61 7 3024 0300

PO Box 7822, Waterfront Place Qld 4001 Australia

E [contactus@hopgoodganim.com.au](mailto:contactus@hopgoodganim.com.au)

### PERTH

Level 27, Attendale Square, 77 St Georges Terrace  
Perth WA 6000 Australia

T +61 8 9211 8111  
F +61 8 9221 9100

Box Z 5312, St Georges Terrace, Perth WA 6831 Australia

[www.hopgoodganim.com.au](http://www.hopgoodganim.com.au)

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*KOR*  
*Jus*

# Trade Mark Assignment Deed



Date 20 May 2014

## Parties

Kevin Owens, of 16 Fairview Street, Coogee WA 6166 (Assignor)

Calico Pty Ltd, ACN 122 812 686, 16 Fairview Street, Coogee WA 6166 (Assignee)

## Background

- A. The Assignor is the recorded registered proprietor in Australia, United Kingdom (UK) and United States of America (US) of the trade mark registrations described in Schedule 1 to this deed.
- B. The parties entered into a deed of assignment of intellectual property on 19 July 2011 and the trade mark registrations described in Schedule 1 to this deed were assigned under that Deed of Assignment of Intellectual Property.
- C. For the purposes of recording the assignment of those trade mark registrations, the parties wish to record on trade mark registers in Australia, UK and US that the trade mark registrations described in Schedule 1 to this deed were assigned to the Assignee on the Effective Date.

## It is agreed

### 1. Definitions and interpretation

#### 1.1 Definitions

In this deed:

**Deed of Assignment of Intellectual Property** means the deed between Kevin Patrick Owens, Jack Owens and Calico Pty Ltd ACN 122 812 686 as trustee for the Owens Family Trust executed on 19 July 2011.

**Effective Date** means the date of execution of the Deed of Assignment of Intellectual Property which is 19 July 2011.

**Encumbrance** means any:

- (a) security interest or other form of security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

# Trade Mark Assignment Deed



including an agreement to create any of them or allow any of them to exist.

**Government Body** means:

- (a) any person, body or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country;
- (b) any public authority constituted by or under a law of any country or political subdivision of any country; and
- (c) any person deriving a power directly or indirectly from any other Government Body.

**Intellectual Property Rights** means all current and future registered and unregistered rights in respect of copyright, circuit layouts, designs, trade marks, know-how, confidential information, patents, inventions, plant breeder's rights and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Moral Rights** have the meaning given to that term in the *Copyright Act 1968* (Cth).

**Tax** means any present or future tax, levy, deduction, impost, withholding, charge or duty which is levied or imposed by any Government Body together with any interest, penalty or fine on those amounts.

**Trade Mark Rights** means the Australian, UK and US trade mark registrations described in Schedule 1 to this deed.

**Trade Marks** means the trade marks the subject of the Trade Mark Rights.

## 1.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this deed to:
  - (1) this deed or another document includes any variation or replacement of it despite any change in the identity of the parties;
  - (2) one gender includes the others;
  - (3) the singular includes the plural and the plural includes the singular;
  - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
  - (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this deed and a reference to this deed includes any schedule or attachment;
  - (6) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
  - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
  - (8) money is to Australian dollars, unless otherwise stated; and

# Trade Mark Assignment Deed



- (9) a time is a reference to Brisbane time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this deed.
- (e) A provision of this deed must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this deed or the inclusion of the provision in this deed.

## 1.3 Parties

- (a) If a party consists of more than one person, this deed binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.

## 2. Transfer

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### 2.1 Assignment

The Assignor assigns to the Assignee, absolutely and free and clear of any Encumbrance:

- (a) all of the Assignor's right, title and interest in and to the Trade Mark Rights;
- (b) the right to prosecute any pending Trade Mark Rights to registration and the right to be noted as owner of the Trade Mark Rights on the Australian, UK and US trade marks register (as the context requires);
- (c) all of the Assignor's right, title and interest in and to the Trade Marks (including any goodwill, copyright or other Intellectual Property Rights subsisting in the Trade Marks), but excluding Moral Rights, and similar personal rights, which by law are non-assignable; and
- (d) all of the Assignor's common law rights:
  - (1) in and to the Trade Marks and the Trade Mark Rights; and
  - (2) pertaining to the Assignor's trade in the goods or services claimed in the Trade Mark Rights in relation to which the Trade Marks have been, or is being, used by the Assignor or its licensees.

### 2.2 Date of assignment

The assignment referred to in Clause 1 is taken to have effect from the Effective Date.

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

# Trade Mark Assignment Deed



## 2.3 Rights and Benefits

The assignment referred to in Clause 1 includes all rights and benefits relating to the Trade Marks and the Trade Mark Rights including, without limitation, to bring action and claim relief in respect of any infringement or unauthorised use of the Trade Marks or the Trade Mark Rights (or any other Intellectual Property Rights subsisting therein) by a third party whether occurring before, on or after the date of this deed.

## 3. Recordal of Assignment

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### 3.1 Recordal at Trade Marks Office

The Assignee will promptly after the execution of this deed apply to the Registrar of Trade Marks at IP Australia, UK Intellectual Property Office, and US Patent and Trademark Office (as the context requires) (or such other body responsible for the registration of trade marks in Australia, UK or US at the relevant time) to record the assignment of the Trade Mark Rights from the Assignor to the Assignee to give full effect to Clause 2 of this deed.

### 3.2 Further execution

The Assignor must, at the request of the Assignee:

- (a) execute any further documents, forms or authorisations and depose to or swear any declaration or oath as may be required for absolute vesting of all of its right, title and interest in and to the Trade Mark Rights in the Assignee;
- (b) provide or procure all consents, waivers, permissions or other authorisations (including from unrelated third parties or individuals) as may be necessary to give full effect to the transactions contemplated by this deed or otherwise as necessary to give the Assignee the uninterrupted and complete benefit of the same.

## 4. Costs

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### 4.1 Costs generally

The Assignee must pay any and all costs in respect of the preparation, negotiation and execution of this deed.

### 4.2 Transfer costs

The Assignee must pay any and all fees, charges, costs, stamp duty, Tax and any other imposts chargeable or levied on this deed or the transactions and/or documentation contemplated under this deed (if any).

### 4.3 Future costs

To avoid doubt, the Assignee acknowledges and agrees that after execution of this deed, it shall be solely responsible for the continued protection, enforcement and maintenance of the Trade Mark Rights and all associated costs (however incurred).



# Trade Mark Assignment Deed



## 5. Governing law and jurisdiction

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### 5.1 Governing law

This deed is governed by and construed in accordance with the laws of Queensland, Australia.

### 5.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within paragraph 5.2(a).

## 6. Miscellaneous

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### 6.1 Legal effect

Each party acknowledges and agrees for the benefit of each other party that this document is intended to take effect as a deed. Each party executes this document with the intention that it will be immediately legally bound by this document. To avoid any doubt, there will be no need for further delivery of this document to give effect to this deed or the transactions contemplated under this deed.

### 6.2 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this deed and the transactions contemplated by it.

### 6.3 Variation

An amendment or variation to this deed is not effective unless it is in writing and signed by the parties.

### 6.4 Waiver

- (a) A party's waiver of a right under or relating to this deed, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

### 6.5 Severability

If any provision of this agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

Handwritten initials 'HG' and a signature.

# Trade Mark Assignment Deed



## 6.6 Counterparts

This deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this deed may deliver it to, or exchange it with, another party by:

- (a) faxing; or
  - (b) emailing a pdf (portable document format) copy of,
- the executed counterpart to that other party.

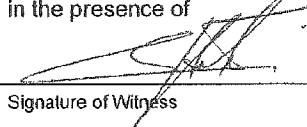
# Trade Mark Assignment Deed



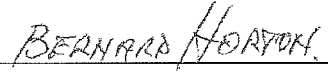
## Signing page

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Signed sealed and delivered by Kevin Owens  
in the presence of

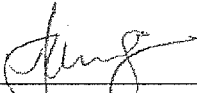
  
\_\_\_\_\_  
Signature of Witness

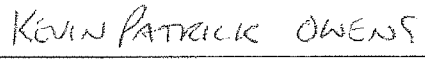
  
\_\_\_\_\_  
Kevin Owens


  
\_\_\_\_\_  
Print full name of Witness

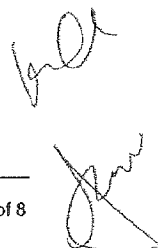
Executed as a deed by Calico Pty Ltd ACN 122  
812 686

  
\_\_\_\_\_  
Director/Sole Director/Sole Director and Secretary

  
\_\_\_\_\_  
Director/Secretary

  
\_\_\_\_\_  
Print full name of Director/Sole Director

  
\_\_\_\_\_  
Print full name of Director/Secretary



# Trade Mark Assignment Deed



## Schedule 1 – Trade Mark Rights

Trade Mark / Trade Mark Number / Status	Classes	Registered Proprietor	Application / Registration Date	Renewal Due Date
CALICO  Australian TM No. 1005184 Registered	41 and 44	Kevin Owens	7 June 2004  <i>Convention priority claimed 17 May 2004 UK TM No. 2363435</i>	7 June 2024
CALICO  UK TM No. 2363435 Registered	41 and 44	Kevin Owens	17 May 2004	17 May 2024
CALICO  US TM Registration No. 3,680,863 Registered (Serial No. 77459135)	US 100, 101, 107  (IC 41 and 44)	Kevin Owens	Filing date 28 April 2008  Registered 8 September 2009	Declaration of Use due between 5 <sup>th</sup> and 6 <sup>th</sup> years (i.e. by 8 September 2015)