

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/19/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calico Pty Ltd.		05/20/2014	LIMITED COMPANY: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Calico Global Pty Ltd.		
Street Address:	272 Stirling Highway		
City:	Claremont WA 6010		
State/Country:	AUSTRALIA		
Entity Type:	LIMITED COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77459135	CALICO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Stacey R. Halpern		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	HOPG6.001TUS		
DOMESTIC REPRESENTATIVE			
Name:	Stacey R. Halpern		
Address Line 1:	2040 Main Street, 14th floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Stacey R. Halpern		
SIGNATURE:	/Stacey R. Halpern/		
DATE SIGNED:	06/03/2014		
Total Attachments: 10			

OP \$40.00 77459135

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HopgoodGanim

Trade Mark Assignment Deed

AU TM "CALICO"

UK TM "CALICO"

US TM "CALICO"

Calico Pty Ltd ACN 122 812 686 (Assignor)

Calico Global Pty Ltd ACN 150 918 264 (Assignee)

Contact - Hayden Delaney, Partner, h.delaney@hopgoodganim.com.au

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TRADEMARK
REEL: 005294 FRAME: 0523

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Trade Mark Assignment Deed



Date 20 May 2014

Parties

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

Calico Global Pty Ltd ACN 150 918 264, 272 Stirling Highway, Claremont WA 6010 (Assignee)

Background

- A. Kevin Owens was 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. Kevin Owens assigned the trade mark registrations described in Schedule 1 to this deed to the Assignor as stage one of a two stage assignment.
- C. The parties entered into a licence deed with the commencement date of 19th day of July 2011 for the licence to use Intellectual Property Rights owned by the Assignor (include the Trade Marks).
- D. Calico Global Pty Ltd has used the trade mark registrations described in Schedule 1 to this deed since the Licence Commencement Date with authority of Calico Pty Ltd under the Licence Deed.
- E. The Assignor has now agreed to assign to the Assignee its entire right, title and interest in and to the Trade Marks on the terms and conditions contained in this deed.
- F. The parties wish to clarify that it is the intention of the parties and for the purposes of recording at Australia, UK and US trade mark registers that it is the intention of the parties that the trade mark registrations described in Schedule 1 to this deed are to be assigned to the Assignee.

It is agreed

1. Definitions and interpretation

1.1 Definitions

In this deed:

Licence Commencement Date has the same meaning as in the Licence Deed, which is 19th day of 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;

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- (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,

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.

Licence Deed means the deed between Calico Pty Ltd ACN 122 812 686 as trustee for the Owens Family Trust and Calico Global Pty Ltd ACN 150 918 264 for the licence to use the Calico System.

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;

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- (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
 - (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

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

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- (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 Rights and Benefits

The assignment referred to in Clause 2.1 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

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

4.1 Costs generally

Subject to Clauses 4.2 and 4.3, each party must pay its own 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).

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5. Governing law and jurisdiction

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

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.

Two handwritten signatures in black ink are present in the bottom right corner of the page. The top signature is larger and more stylized, while the bottom one is smaller and more compact.

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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.

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Signing page

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

Director/Sole Director/Sole Director and Secretary

KEVIN PATRICK OWENS

Print full name of Director/Sole Director

Director/Secretary

JACK OWENS

Print full name of Director/Secretary

Executed as a deed by Calico Global Pty Ltd
ACN 150 918 264

Director/Sole Director/Sole Director and Secretary

KEVIN PATRICK OWENS

Print full name of Director/Sole Director

Director/Secretary

JACK OWENS

Print full name of Director/Secretary

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Schedule 1 – Trade Mark Rights

Trade Mark / Trade Mark Number / Status	Classes	Registered Proprietor	Application / Registration Date	Renewal Due Date
<p>CALICO</p> <p>Australian TM No. 1005184 Registered</p>	41 and 44	<p>Recorded as Kevin Owens</p> <p><i>But assigned to Calico Pty Ltd pursuant to deed of assignment as stage 1 assignment</i></p>	<p>7 June 2004</p> <p><i>Convention priority claimed 17 May 2004 UK TM No. 2363435</i></p>	7 June 2024
<p>CALICO</p> <p>UK TM No. 2363435 Registered</p>	41 and 44	<p>Recorded as Kevin Owens</p> <p><i>But assigned to Calico Pty Ltd pursuant to deed of assignment as stage 1 assignment</i></p>	17 May 2004	17 May 2024
<p>CALICO</p> <p>US TM Registration No. 3,680,863 Registered (Serial No. 77459135)</p>	IC 41 and 44	<p>Recorded as Kevin Owens</p> <p><i>But assigned to Calico Pty Ltd pursuant to deed of assignment as stage 1 assignment</i></p>	<p>Filing date 28 April 2008</p> <p>Registered 8 September 2009</p>	Declaration of Use due between 5 th and 6 th years (i.e. by 8 September 2015)