

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WISETIME PTY LTD		08/03/2015	LIMITED LIABILITY COMPANY: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Practice Insight Pty Ltd		
Street Address:	Suite 1, 43 Oxford Close		
City:	West Leederville		
State/Country:	AUSTRALIA		
Postal Code:	6007		
Entity Type:	LIMITED LIABILITY COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86368939	WISETIME	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7867571695		
Email:	thomas.haines@practiceinsight.io		
Correspondent Name:	THOMAS HAINES		
Address Line 1:	Suite 1, 43 Oxford Close		
Address Line 4:	West Leederville, AUSTRALIA 6007		
ATTORNEY DOCKET NUMBER:	T607169M		
NAME OF SUBMITTER:	THOMAS HAINES		
SIGNATURE:	/thomas haines/		
DATE SIGNED:	10/16/2015		
Total Attachments: 6			
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DEED OF ASSIGNMENT

THIS DEED is made the 3 day of August 2015.

PARTIES WISETIME PTY LTD (ACN 168 823 818) of 2 Daghish Street, Wembley WA 6014 (the "Assignor")

AND PRACTICE INSIGHT PTY LTD (ACN 144 468 806) of Suite 1, 43 Oxford Close, West Leederville WA 6007 (the "Assignee")

RECITALS:

- A. The Assignor is the owner of the Assigned IP.
- B. The Assignor wishes to assign to the Assignee its entire right, title and interest (legal and beneficial) in and to the Assigned IP in accordance with the terms of this Deed.

WITNESSES:

1. DEFINITIONS

1.1 **Assigned IP** means:

- (a) all Intellectual Property in the Inventions;
- (b) the Patent Rights;
- (c) all Intellectual Property in the Copyright Works;
- (d) the Trade Marks; and
- (e) the Domain Names.

1.2 **Business** means the business conducted by the Assignor at the date of this Deed, including the provision of automated activity monitoring and time recording, and analytics software and services.

1.3 **Copyright Works** means:

- (a) the Software;
- (b) the Technical Information; and
- (c) all copyright works and other subject matter used in or forming part of the Business, or relating to the Software, including, without limitation, those specified in Schedule 1.

1.4 **Domain Names** means the domain names specified in Schedule 1.

1.5 **Effective Date** means the date of this Deed.

1.6 **Intellectual Property** means all statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to keep information confidential and all other rights arising out of intellectual activity in the industrial, scientific, literary or artistic fields (but not including moral

rights that are not transferable) and all rights in any application or right to apply for registration of any of the abovementioned rights.

- 1.7 **Inventions** means the inventions the subject of the Patent Rights or described in or forming part of the Technical Information.
- 1.8 **Patent Rights** means:
- (a) the patent applications and patents listed in Schedule 1 and any other patent applications filed by the Assignors in respect of any aspect of the Software;
 - (b) all patent applications that are based on, or claim priority from, or are divided from or are continuations of or additions to, any patent applications described in paragraph (a); and
 - (c) all patents which may be granted pursuant to any of the patent applications referred to in paragraphs (a) and (b).
- 1.9 **Software** means the software (including source and object codes) described in Schedule 1, any other software developed or owned by the Assignor in the course of the Business, and any updates, minor and major upgrades and new versions of such software.
- 1.10 **Technical Information** means all information, including technical, operating and user materials, drawings, specifications, designs, research and development results, know-how, test results, trade secrets and other technical information, relating to the use of the Software or used in or forming part of the Business.
- 1.11 **Trade Marks** means:
- (a) the trade mark WISETIME;
 - (b) the trade mark registrations and applications set out in Schedule 1; and
 - (c) the trade mark registrations arising from the trade mark applications referred to in paragraph (b).

2. **ASSIGNMENT**

- 2.1 In consideration for the sum of A\$1.00 and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee its entire right, title and interest (legal and beneficial) in the Assigned IP, free from all encumbrances, with effect on and from the Effective Date, including:
- (a) the right to apply for any form of protection for the Assigned IP;
 - (b) the right to use and commercially exploit the Assigned IP; and
 - (c) the right to sue for, and recover, damages and all other remedies in respect of any infringement of the Assigned IP which may have occurred before the Effective Date
- 2.2 The parties acknowledge that the assignment of the Trade Marks is with the goodwill of the business concerned in the goods and services in respect of which the Trade Marks are registered.

3. FURTHER ASSURANCES

- 3.1 The Assignor agrees, on the request of Assignee, to do everything reasonably necessary to give effect to this Deed and to facilitate the transactions contemplated by it, including, but not limited to, the execution of confirmation of assignment in favour of a successor in title of Assignee.
- 3.2 The Assignor agrees to:
- (a) (to the extent legally and practically possible) at the expense of the Assignee, execute documents and give evidence required; and
 - (b) provide to the Assignee all information, materials, Copyright Works, books and records (including in electronic form) in its possession or control, relating to the Software or the Assigned IP,
- for the prosecution, maintenance, enforcement and defence of all registered Intellectual Property rights within the Assigned IP (including the Patent Rights and Trade Marks).

4. GENERAL

- 4.1 No amendments to this Deed will be effective unless it is in writing and signed by all parties.
- 4.2 Each party warrants that it has the power and authority to enter into and perform its obligations under this Deed and the execution of this Deed by it has been duly and validly authorised by all necessary corporate action.
- 4.3 This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.
- 4.4 Each party is to bear its own costs arising out of the negotiation, preparation and execution of this deed, except that the Assignee must pay any applicable stamp duty and fees in connection with the assignments of the rights in the Intellectual Property pursuant to this Deed.
- 4.5 An assignee under this Deed will pay to the respective assignor all taxes or imposts in the nature of goods and services tax as may be assessed from time to time in connection with the assignment of the Assigned IP pursuant to relevant legislation upon receipt of a valid tax invoice.
- 4.6 The following rules of interpretation apply unless the context requires otherwise.
- (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and conversely.
 - (c) A reference to any party to this Deed or any other deed or document includes the party's successors and permitted assigns.
 - (d) This document or any part of it is not to be construed against a party because that party drafted or proposed it.
- 4.7 If any provision of this Deed is unenforceable or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such

unenforceability or invalidity or, if this is not possible, then such provision will be severed from this deed, without affecting the enforceability or validity of any other provision of this Deed.

- 4.8 The parties acknowledge that they have been given adequate opportunity to seek independent professional advice prior to entering this Deed, and have either done so or chosen not to do so.
- 4.9 This Deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

[The next page is the execution page.]

EXECUTED AS A DEED

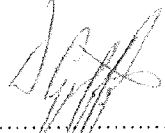
EXECUTED AS A DEED)
by **WISETIME PTY LTD**)
in accordance with)
s127 of *Corporations Act 2001*(Cth))



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Signature of Director / Secretary

MALCOLM G. I. MITCHELL

.....
Name of Director / Secretary

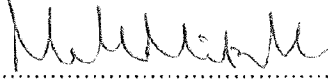


.....
Signature of Director

DAVID C. GRIFFITH

.....
Name of Director

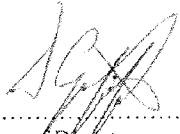
EXECUTED AS A DEED)
by **PRACTICE INSIGHT PTY LTD**)
in accordance with)
s127 of *Corporations Act 2001*(Cth))



.....
Signature of Director / Secretary

MALCOLM G. I. MITCHELL

.....
Name of Director / Secretary



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Signature of Director

DAVID C. GRIFFITH

.....
Name of Director

SCHEDULE 1

Patent Rights	Patent Application US 14/271,656	
	Patent Application US 14/271,691	
	Patent Application CN 201410266088.1	
	Patent Application KR 10-2014-00081043	
	Patent Application AU 2014202494	
	Patent Application AU 2014202495	
	Patent Application EP 14167438.2	
Trade Marks	AU Trade Mark Registration 1558330 "WISETIME"	
	US Trade Mark Application 86368939 "WISETIME"	
Copyright Works	Software	The software known as "WiseTime"
Domain Names	wisetime.io	
	wisetime.co	
	headwise.systems	
	headwisesystems.com	
	wisepathsoftware.com	