

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380737

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clipchamp Pty Ltd	FORMERLY zfaas Pty Ltd	01/23/2016	Limited Liability Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clipchamp IP Pty Ltd		
<b>Street Address:</b>	PO Box 2080		
<b>City:</b>	Kelvin Grove		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	4059		
<b>Entity Type:</b>	Limited Liability Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86506508	CLIPCHAMP	
<b>Registration Number:</b>	4897411	CLIPCHAMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>Email:</b>	info@clipchamp.com		
<b>Correspondent Name:</b>	Clipchamp Pty Ltd		
<b>Address Line 1:</b>	PO Box 2080		
<b>Address Line 4:</b>	Kelvin Grove, AUSTRALIA 4059		
<b>NAME OF SUBMITTER:</b>	Alexander Dreiling		
<b>SIGNATURE:</b>	/Alexander Dreiling/		
<b>DATE SIGNED:</b>	04/15/2016		
<b>Total Attachments: 8</b>			
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# **Deed of Assignment of Intellectual Property and Patents**

**CLIPCHAMP PTY LTD, ACN 162 516 556**  
*(Assignor)*

**CLIPCHAMP IP PTY LTD, ACN 610 323 432**  
*(Company)*

**Date: 23<sup>rd</sup> January, 2016**

# Deed of Assignment of Intellectual Property and Patents

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## Details

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### Parties

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<b>Assignor</b>	Name	<b>CLIPCHAMP PTY LTD</b>
	ACN	162 516 556
	ABN	89 162 516 556
	Address	69 Browns Dip Rd Enoggera QLD 4051

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<b>Company</b>	Name	<b>CLIPCHAMP IP PTY LTD</b>
	ACN	610 323 432
	Address	69 Brown Dip Road, Enoggera Queensland 4051

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### Date of Deed

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## Terms

### Introduction

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- A. The Assignor is the owner or applicant of the Patents and the owner of the Intellectual Property.
- B. The Assignor has agreed to assign to the Company as assignee the Assignor's entire right, title and interest in the Intellectual Property and the Patents on the terms and conditions contained in this Deed, and the Company accepts the assignment.

### It is agreed

#### 1. Definitions

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1.1. In this Deed, the following definitions apply:

- (a) **Date of Assignment** means 23 January 2016;
- (b) **Deed** means this deed and includes any schedule to this deed;
- (c) **EPO** means the European Patent Office;

- (d) **Intellectual Property** means all worldwide rights, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws and goodwill and all other rights with respect to Intellectual Property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967, related to the Company's business;
- (e) **Patents** means the patents and or applications for patents described in the Schedule to this Deed and any variation and modifications of those patents and any inventions developed from those patents; and
- (f) **USPTO** means the United States Patent and Trade Mark Office.

1.2. In this Deed, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Deed;
- (c) a reference to a clause, paragraph, schedule or the Details page is a reference to a clause, paragraph, schedule or the Details page of this Deed;
- (d) where any word or phrase is given a definite meaning in this Deed, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (h) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (i) a reference to a body, whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (j) *including* and similar expressions are not words of limitation.

## 2. Assignment of Intellectual Property and Patents

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- 2.1. The Assignor warrants to the Company that:
- (a) he is the owner of the Patents and the Intellectual Property and is entitled to assign the Patents (including applications) and the Intellectual Property to the Company;
  - (b) neither the execution of this Deed nor the performance by Assignor of its obligations will cause Assignor to be in breach of any obligation to a third party;
  - (c) he has not assigned, licensed, mortgaged, granted any security interest over or otherwise encumbered the Patents and Intellectual Property in any manner;
  - (d) to the best of the Assignor's knowledge, exploitation of the invention claimed in the Patents will not infringe the intellectual property rights of any person;
  - (e) is not aware of any fact or matter which, if the issue came to be decided by a Court, would be likely to result in the Patents being declared invalid.
- 2.2. The Assignor assigns to the Company as assignee and the Company accepts the assignment, with effect from the Date of Assignment, of the Assignor's entire worldwide rights, title and interest in the Intellectual Property and the Patents including the Assignor's rights (if any):
- (a) in the Patents registrations and applications described in the Schedule and all rights of the Assignor to institute and maintain proceedings against any person who infringes or wrongfully uses the Patents whether or not the infringement or wrongful use took place prior to the Date of Assignment; and
  - (b) the benefit of the Patents applications described in the Schedule together with the benefit of any registration granted pursuant to these applications;
  - (c) the right to apply for and obtain other patents claiming priority from, or otherwise based on, the Patents;
  - (d) all other intellectual property rights in the Patents including copyright subsisting in the Patents;
  - (e) all development and modifications of the Patents;
  - (f) all rights to exploit the invention which derive from the Patents;
  - (g) together with the goodwill attaching to the Intellectual Property and the Patents,

- 2.3. The Assignor consents to any omission of attribution of the Assignor as author of any Intellectual Property and the Patents.
- 2.4. The Assignor must not challenge or oppose, or assist any other person to challenge or oppose, the validity or grant of the Patents.

### **3. General**

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- 3.1. The Assignor agrees with the Company to do all things and execute all documents reasonably requested by the Company to further perfect the Company's ownership of the Patents and Intellectual Property, including:
- (a) notifying the USPTO and the EPO of the assignment of the Patents; and
  - (b) providing any signed forms required to transfer ownership,
- within a reasonable time of the date of this Deed.
- 3.2. Each party will pay its own costs of and incidental to the preparation, negotiation and completion of this Deed.
- 3.3. This Deed may be executed in any number of counterparts each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document and the date of this Deed will be the date on which a counterpart is executed by the last party. The exchange of executed counterparts by email or fax will create a binding deed.
- 3.4. In relation to the subject matter of this Deed, this Deed is the whole agreement between the parties; and this Deed supersedes all oral and written communications by or on behalf of any of the parties.
- 3.5. This Deed shall be governed by and construed in accordance with the laws of Queensland, Australia and the parties submit to the exclusive jurisdiction of the courts of Queensland, Australia.

### **Schedule**

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The relevant patent applications (provisional and non-provisional) are:

#### **USPTO**



Patent Applications	Description	Status
US 61/870,786	Methods and system for using arbitrary computing devices for distributed data processing	(non-provisional application)
* US 62/031,568:	Client-side Video Transcoding and Processing	(non-provisional application)
* US 62/029,432:	Platform-agnostic Video Player for Mobile Computing Devices and Desktop Computers	(non-provisional application)
* US 62/069,331:	Embeddable Video Capturing, Processing and Conversion Application	(non-provisional application)

**EPO**

Patent Applications	Description	Status
* 13169461.4 - 1957 / 2808792	Methods and system for using arbitrary computing devices for distributed data processing	(intention to grant)

**Signing Page**

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**Executed as a Deed.**

**Execution of the Assignor**

**EXECUTED** for and on behalf of  
**CLIPCHAMP PTY LTD (ACN 162 516 556)** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Directors:



\_\_\_\_\_  
Signature of Director

David Hewitt

\_\_\_\_\_  
Name of Director



\_\_\_\_\_  
Signature of Director/Secretary

Alexander Dreiling

\_\_\_\_\_  
Name of Director/Secretary

**Execution of the Company as assignee**

**EXECUTED** for and on behalf of  
**CLIPCHAMP IP PTY LTD (ACN 610 323 432)** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Directors:



\_\_\_\_\_  
Signature of Director

David Hewitt

\_\_\_\_\_  
Name of Director



\_\_\_\_\_  
Signature of Director/Secretary

Alexander Dreiling

\_\_\_\_\_  
Name of Director/Secretary