

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deepset, LLC		10/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SurfStitch Pty Limited		
Street Address:	225 Burleigh Connection Rd.		
City:	Burleigh Heads, QLD		
State/Country:	AUSTRALIA		
Postal Code:	4220		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4871296	DEPACTUS	
Registration Number:	4842033	DEPACTUS	
CORRESPONDENCE DATA			
Fax Number:	2023712540		
<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:	2023712600		
Email:	tm@sternekessler.com, alazea@sternekessler.com		
Correspondent Name:	Sterne, Kessler, Goldstein & Fox P.L.L.C		
Address Line 1:	1100 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Dana N. Justus		
SIGNATURE:	/Dana N. Justus/		
DATE SIGNED:	04/20/2021		
Total Attachments: 15			
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Brand Assignment Agreement

Dated 2017

Deepset, LLC (**Assignor**)
SurfStitch Pty Limited ABN 65 141 251 443 (**Assignee**)

King & Wood Mallesons
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Brand Assignment Agreement

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Brand Assignment Agreement

Details

Parties	Assignor and Assignee	
Assignor	Name	Deepset, LLC
	Company number	201416110165
	Address	22 Pintail Ave. Irvine, CA 92604
	Telephone	0418520933
	Attention	craig@urchin.com.au
Assignee	Name	SurfStitch Pty Limited
	ABN	65 141 251 443
	Address	225 Burleigh Connection Rd Burleigh, QLD 4220
	Telephone	+61 7 5507 0979
	Attention	Justin Hillberg GM SurfStitch Australia
Recitals	A	The Assignor is the owner of the Brand IP.
	B	The Assignor has agreed to sell the Brand IP to the Assignee, and the Assignee has agreed to purchase the Brand IP from the Assignor, for the Price.
	C	The Assignor agrees to assign the Brand IP to the Assignee on the terms of this agreement.

Brand Assignment Agreement

General terms

1 Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Brand IP means the Trade Marks, Domain Names and Social Media Accounts owned by the Assignor.

Brand Know-how means all confidential, non-public or proprietary information, regardless of how the information is stored or delivered, relating to the Brand IP, including all available artwork, logo designs, garment tech packs (if available) and any other material available for the acquirer to assist it in managing the Depactus brand.

Completion means the time at which the Assignor receives the payment of the Price and the conditions set forth in clause 3.1 are satisfied.

Copyright means all current and future copyright rights and rights in the nature of copyright throughout the world in any and all literary and artistic works comprising or included in any of the Brand IP.

Domain Names means the domain names listed in Part B of the Schedule.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other act or regulation relating to the imposition or administration of GST.

Licence Term means the period commencing on execution of this agreement and ending on Completion.

Price means US\$187,500.00.

Social Media Accounts means the social media accounts set out in Part C of the Schedule.

Tax Invoice has the meaning it has in the GST Law.

Taxes means any taxes, imposts, deductions, levies, charges (including transportation and delivery charges), withholdings and duties imposed by any Government Agency (including stamp, customs and transactions duties) arising in connection with this agreement, together with any penalties, fines, expenses and interest arising in connection with those amounts, but does not include GST.

Territory means the jurisdiction in which a Trade Mark is registered, sought to be registered or used, as set out in the Schedule.

Trade Marks means:

- (a) the trade marks set out in Part A of the Schedule; and
- (d) all other trade marks (whether registered, applied for or unregistered) which are substantially identical with or deceptively similar to any trade mark referred to in paragraph (a) or which contain "DEPACTUS" or "WHERE LAND MEETS SEA" or which are owned or used by the Assignor throughout the world, including stylised or logo versions.

1.2 General interpretation

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

- (a) **(singular includes plural)** the singular includes the plural and vice versa;
- (b) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (c) **(dollars)** dollars, \$, US\$ is a reference to the lawful currency of the United States of America; and
- (d) **(meaning not limited)** 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.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

2 Assignment

2.1 Assignment

The Assignor, as legal and beneficial owner, assigns to the Assignee all its right, title and interest in and to the Brand IP, including:

- (a) all of the Assignor's right, title and interest in respect of the Trade Mark registrations and applications for registration of the Trade Marks;
- (b) all right, title and interest in respect of any trade mark registrations which may subsequently be obtained in respect of the Trade Marks;
- (c) all of the Assignor's right, title and interest in the Domain Names, Social Media Accounts, the Copyright and the Brand Know-How; and
- (d) all accrued rights of action involving the Trade Marks, Domain Names, Social Media Accounts, Copyright and Brand Know-How.

throughout the world with effect from Completion.

2.2 Brand Know-How Information

On and from Completion, the Assignor must not:

- (a) use the Brand Know-How, except for the purpose of performing its obligations under this agreement;
- (b) disclose the Brand Know-How to any person other than the Assignee except as required by law or the rules of any stock exchange with which

the Assignor is bound to comply or as approved or requested by the Assignee.

3 Completion

3.1 Completion actions

Promptly following execution of this agreement, the parties shall deliver the following for the purposes of Completion:

- (a) the Assignor must:
 - (i) **(records)** deliver to the Assignee, in the agreed form, all documents, records and other materials containing Brand Know-How which is currently in possession of the Assignor or which otherwise relate to the Brand IP. The Assignor will deliver Trade Mark certificates and details of international agents that is in their possession; these items will be made available for the Assignee to pick up;
 - (ii) **(transfer of Domain Names)** deliver to the Assignee documentation evidencing that the Domain Names have been transferred to the Assignee and give the Assignee all codes and passwords necessary to manage registration and operation of those Domain Names within 10 days after receipt of the Price from the Assignee. It is further understood that the Assignee will be responsible for costs to maintain the Domain Names; and
 - (iii) **(Social Media Accounts)** deliver to the Assignee all administrator user names and passwords for the Social Media Accounts within 10 days after receipt of the Price from the Assignee. The Assignee will be responsible for costs to maintain these accounts.
- (b) the Assignee must pay the Assignor the Price for the rights assigned in clause 2 ("Assignment"). For the avoidance of doubt, the parties acknowledge and agree that the Price is inclusive of the US\$37,500 payable by the Assignor to its administrators, Kershaw Mackie. The full Price shall be paid by wire transfer to the law offices of Frank G. Blundo Jr. Client Trust account, the account number and wire transfer routing number shall be provided to Assignee by Assignor upon execution of this agreement.

3.2 Further assurances

On and from Completion the Assignor, at its own cost, will execute documents and do things reasonably requested by the Assignee to enable the Assignee to become registered as the owner of the Trade Marks throughout the world.

4 Warranties and Indemnities

4.1 Warranties

The Assignor warrants that:

- (a) it owns all right, title and interest in and to the Brand IP, the Copyright and Brand Know-How;
- (b) it has not licensed any of the Brand IP, the Copyright or Brand Know-How and has not assigned or in any way disposed of or encumbered any right, title or interest in or to any of the Brand IP, the Copyright or the Brand Know-How;

- (c) the use of the Brand IP, the Copyright and the Brand Know-How does not infringe, nor is it alleged to infringe, any intellectual property rights (including business names, trade marks, patents, designs, copyright moral rights and rights to confidential information) of any third party;
- (d) as far as the Assignor is aware, there has not been:
 - (i) any infringement of any of the Brand IP, the Copyright or the Brand Know-How; or
 - (ii) any other act which may affect the validity or enforceability of the Brand IP, the Copyright or the Brand Know-How; and
- (e) the Assignor is not aware of any use by any other person of any of the Brand IP, including the Trade Marks or marks substantially identical with or deceptively similar to the Trade Marks anywhere in the world.

5 Monetary obligations

5.1 Total amount

Subject to clause 5.2 ("Costs"), the amount payable by the Assignee to the Assignor under clause 3.1(b) ("Consideration") is the total amount payable by the Assignee under this agreement and includes GST and all other Taxes, whether increased, new or additional amounts. If the Assignee is required by law to pay any GST or Tax in respect of this agreement the Assignor must reimburse the Assignee for that amount.

5.2 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation and signing of this agreement and other related documentation

5.3 Stamp duty

The Assignee agrees to pay all stamp duty (including fines and penalties) payable and assessed on this agreement, on any instruments entered into under this agreement, and in respect of a transaction evidenced by this agreement.

6 Governing law

This agreement is governed by the law in force in New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

7 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the agreement

EXECUTED as an agreement

Brand Assignment Agreement

Schedule Part A - Trade Marks

Country	Mark	Number	International Registration details (if applicable)	Class	Priority date	Status
Argentina	DEPACTUS	2756429	N/A	18	27/08/2014	Registered
Argentina	DEPACTUS	2756430	N/A	25	27/08/2014	Registered
Australia	WHERE LAND MEETS SEA	1692097	This is a designation of International Registration no 1245469	18, 25	27/06/2014	Registered
Australia	DEPACTUS	1665190	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
Brazil	DEPACTUS	908186266	N/A	25	27/08/2014	Pending
Brazil	DEPACTUS	908187165	N/A	18	27/02/2014	Pending
Brazil	WHERE LAND MEETS SEA	908815140	N/A	18	27/06/2014	Pending
Brazil	WHERE LAND MEETS SEA	908815395	N/A	25	27/06/2014	Pending
Canada	DEPACTUS	1691077	N/A	18, 25	27/02/2014	Pending

Country	Mark	Number	International Registration details (if applicable)	Class	Priority date	Status
Chile	DEPACTUS	1179721	N/A	25	27/08/2014	Registered
Chile	DEPACTUS	1162779	N/A	18	27/08/2014	Registered
China	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
China	WHERE LAND MEETS SEA	1245469	This is a designation of International Registration no 1245469	18, 25	27/06/2014	Registered
Ecuador	DEPACTUS	2014-15924	N/A	18	27/08/2014	Pending
Ecuador	DEPACTUS	2014-15925	N/A	25	27/08/2014	Registered
European Community	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
European Community	WHERE LAND MEETS SEA	12454690	This is a designation of International Registration no 1245469	18, 25	27/06/2014	Registered
Hong Kong	DEPACTUS	303114954	N/A	18, 25	26/08/2014	Registered

Country	Mark	Number	International Registration details (if applicable)	Class	Priority date	Status
India	DEPACTUS	2905617	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
Indonesia	DEPACTUS	D002014038656	N/A	18	27/08/2014	Pending
Indonesia	DEPACTUS	D002014038654	N/A	25	5/12/2016	Pending
Israel	DEPACTUS	270785	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
Japan	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
Japan	WHERE LAND MEETS SEA	1245469	This is a designation of International Registration no 1245469	18, 25	27/06/2014	Registered
Korea	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
Mexico	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered

Country	Mark	Number	International Registration details (if applicable)	Class	Priority date	Status
Mexico	WHERE LAND MEETS SEA	1245469	This is a designation of International Registration no 1245469	18, 25	27/06/2014	Registered
NZ	DEPACTUS	1011202	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
NZ	WHERE LAND MEETS SEA	1019041	This is a designation of International Registration no 1245469	18, 25	27/06/2014	Registered
Norway	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
Norway	WHERE LAND MEETS SEA	1245469	This is a designation of International Registration no 1245469	18, 25	27/06/2014	Registered
Peru	DEPACTUS	587062-2014	N/A	18, 25	26/08/2014	Pending
Philippines	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Pending
Russia	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered

Country	Mark	Number	International Registration details (if applicable)	Class	Priority date	Status
Singapore	DEPACTUS	40201402525P	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
Switzerland	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered
Switzerland	WHERE LAND MEETS SEA	1245469	This is a designation of International Registration no 1245469	18, 25	27/06/2014	Registered
USA	DEPACTUS	86206683	N/A	18	27/02/2014	Registered
USA	DEPACTUS	86206674	N/A	25	27/02/2014	Registered
Vietnam	DEPACTUS	1227713	This is a designation of International Registration no 1227713	18, 25	27/02/2014	Registered

Part B – Domain names

Domain Name	Registrant
depactus.com	Deepset LLC

Part C- Social Media Accounts

Name	URL	Social Media Platform
@depactus	https://www.facebook.com/depactus/	Facebook
@depactus	http://instagram.com/depactus	Instagram

Brand Assignment Agreement

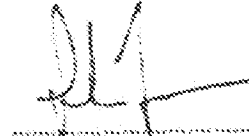
Signing page

DATED: 13-10-2017

EXECUTED by DEEPSET, LLC by
authority of its directors:

Signature of director

Name of director (block letters)

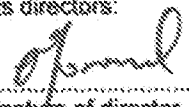


Signature of director

LUKE EGAN

Name of director (block letters)


EXECUTED by SURFSTITCH PTY
LIMITED ABN 65 141 251 443 in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by authority
of its directors:



Signature of director

MICHAEL SOWAND

Name of director (block letters)



Signature of director/company
secretary*

*delete whichever is not applicable

FELICITY VEIVERS

Name of director/company secretary*
(block letters)

*delete whichever is not applicable

Brand Assignment Agreement

Signing page

DATED: _____

EXECUTED by DEEPSET, LLC by
authority of its directors:



Signature of director

KC STEVENSON

Name of director (block letters)

Signature of director

Name of director (block letters)

EXECUTED by SURFSTITCH PTY
LIMITED ABN 65 141 251 443 in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by
authority of its directors:



Signature of director

Michael Sowand

Name of director (block letters)



Signature of director/company
secretary*

*Delete whichever is not applicable

FELICITY VEIVERS

Name of director/company secretary
(block letters)

*Delete whichever is not applicable

Default: G:\XX-2005\10 November 2017