

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hinkler Books Pty Ltd		07/29/2021	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	IP International Holdings Pty Ltd		
Street Address:	44-55 Fairchild Street		
City:	Heatherton, Victoria		
State/Country:	AUSTRALIA		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1168327	YES & KNOW	
Registration Number:	1198682	MR MYSTERY	
CORRESPONDENCE DATA			
Fax Number:	3172373900		
<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:	3172373800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Eric Lamb		
Address Line 1:	201 North Illinois Street, Suite 1900		
Address Line 2:	P.O. Box 44961		
Address Line 4:	Indianapolis, INDIANA 46244-0961		
DOMESTIC REPRESENTATIVE			
Name:	Eric Lamb		
Address Line 1:	201 North Illinois Street, Suite 1900		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Eric Lamb		
SIGNATURE:	/Eric Lamb/		
DATE SIGNED:	08/09/2021		

OP \$65.00 1168327

Total Attachments: 4

source=Hinkler#page1.tif

source=Hinkler#page2.tif

source=Hinkler#page3.tif

source=Hinkler#page4.tif

CONFIRMATORY DEED OF ASSIGNMENT

This Deed is executed on the 29th day of JULY 2021 and is effective from the Effective Date.

PARTIES

- HINKLER BOOKS PTY LTD ACN 061 321 766 of 44-55 Fairchild Street, Heatherton, Victoria (Assignor)
- IP INTERNATIONAL HOLDINGS PTY LTD ACN 159 263 840 of 44-55 Fairchild Street, Heatherton, Victoria (Assignee)

BACKGROUND

- A. On 23 March 2021, the Assignor assigned to the Assignee, by written assignment, all of its rights, title and interest in and to a number of Trade Marks and additional intellectual property, including all Goodwill. The Trade Marks and additional intellectual property to which the Goodwill relates is listed in the IP Assignment.
- B. The Parties wish to confirm the nature, existence and terms of this assignment, including the trade marks, by entering into this Deed.

DEED

1. DEFINITIONS

- 1.1 In this Deed, the following words and phrases mean:
- (a) **Deed** means this Confirmatory Deed of Assignment and includes all amendments or variations to this Deed.
 - (b) **Effective Date** means 23 March 2021.
 - (c) **Goodwill** means the goodwill as agreed by the Parties and set out in the IP Assignment.
 - (d) **IP Assignment** means the Deed of Assignment executed by all parties and dated 23 March 2021.
 - (e) **Trade Marks** means the trade marks set out in Schedule 1 and any common law rights associated therewith.

2. Interpretation

- 2.1 Words importing the singular include the plural and vice versa.
- 2.2 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- 2.3 A reference to a party or a person includes the parties' or the person's executors, legal personal representatives, successors, transferees and assigns.
- 2.4 Reference to a part, clause or party is a reference to a part or clause of, or a party to, this Deed.

- 2.5 A reference to this Deed includes the recitals and any schedules, annexures, exhibits or attachments to this Deed.

3. Assignment

- 3.1 The Assignor confirms the assignment absolutely to the Assignee, as from 23 March 2021, of all of its rights, title and interest in the Trade Marks.

- 3.2 To the extent that if for any reason the Assignor retains any form of right, title or interest in and to the Trade Marks as at the date of this Deed notwithstanding the confirmations given in clause 3.1 above then, by this Deed, it forthwith assigns them absolutely to the Assignee.

- 3.3 The Assignor agrees and acknowledges that it will, at no cost to the Assignee, do all acts and sign all documents required to give effect to the terms of this clause 3.

4. Ownership acknowledgement

- 4.1 The Assignor acknowledges and agrees that as from the Effective Date it had no right, title or interest in or to the Trade Marks, and that, except for the assignment of any residual rights of the kind referred to in clause 3.1 above, the Assignee has been the absolute owner of all of the Trade Marks.

5. Warranties

- 5.1 The Assignor warrants to the Assignee that to the best of the Assignor's knowledge, the Trade Marks were the sole property of the respective Assignor as at the Effective Date and thereafter.

- 5.2 The Assignor warrants that it had not assigned or licensed the Goodwill or any of the Assignor's Trade Marks to any third party.

6. Confirmation of assignment of Trade Marks

- 6.1 For the avoidance of any doubt, the Assignor acknowledges and agrees that, by the IP Assignment, it had by that document assigned absolutely to the Assignee all of its rights, title and interest in and to the Trade Marks and other intellectual property identified in it, including the Goodwill, as and from the Effective Date.

7. No Merger

- 7.1 The rights and obligations of the Parties in respect of agreements, indemnities, covenants and warranties contained in this Deed shall remain in full force and effect, be continuing agreements, indemnities, covenants and warranties and not be merged or extinguished by or upon termination of, all completion of any obligations under, this Deed.

8. Entire Deed

- 8.1 This Deed represents the entire Deed between the parties relating to the subject matter of the Deed and supersedes all prior agreements, understandings, representations and warranties relating to the subject matter of this Deed. Each party acknowledges and agrees that it has not relied on or been induced by any representations or promises made to it prior to entering into this Deed in reaching its decision to enter into this Deed on these terms.

9. Severability

9.1 If any clause of this Deed is invalid under any applicable law, the clause will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary, the invalid clause will be deleted from the Deed and the remaining clauses will remain in full force and effect.

10. Counterparts

10.1 This Deed may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument and Deed.

10.2 This Deed will come in effect upon the exchange of the last of the executed counterparts of it.

10.3 Executed counterparts of this Deed may be exchanged by email.



11. Governing Law Jurisdiction

11.1 This Deed is governed by and is construed in accordance with the laws applied in the State of Victoria, Australia.



11.2 The parties submit to the non-exclusive jurisdiction of the Courts of the State of Victoria and the Federal Court of Australia, and any court hearing appeals from those courts.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by HINKLER BOOKS PTY LTD ACN 061 321 766 (Assignor) in accordance with the *Corporations Act 2001* (Cth)

 Signature of Director	 Signature of Director
...Stephen Ungar..... Name of Director	...Nadika Garber..... Name of Director

SIGNED SEALED AND DELIVERED by IP INTERNATIONAL HOLDINGS PTY LTD ACN 159 263 840 (Assignee) in accordance with the *Corporations Act 2001* (Cth)

 Signature of Director	 Signature of Director/Secretary
Stephen Ungar Name of Director	Nadika Garber Name of Director

SCHEDULE 1

Country	Trade Mark Registration No.	Trade Mark	Class	Status
United States of America	1168327	YES & KNOW	International Class: 16 Quiz books and game books	Registered
United States of America	1198682	MR MYSTERY	International Class: 16 Series of booklets containing puzzles and games	Registered