

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUPERWOMAN PTY LTD AS TRUSTEE OF THE SUPERWOMAN HOLDINGS TRUST		10/10/2006	CORPORATION: AUSTRALIA

RECEIVING PARTY DATA

Name:	SUPERWOMAN SOLUTIONS PTY LTD
Street Address:	19 BOUNDARY STREET
Internal Address:	SUITE 205, LEVEL 2
City:	RUSHCUTTERS BAY
State/Country:	AUSTRALIA
Postal Code:	NSW 2011
Entity Type:	CORPORATION: AUSTRALIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3246345	SUPERWOMAN
Registration Number:	3260163	SUPERWOMAN
Registration Number:	3271741	SUPERWOMAN

CORRESPONDENCE DATA

Fax Number: (212)382-0888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 382-0700

Email: clapolla@ostrolenk.com, smcmahon@ostrolenk.com, receipts@ostrolenk.com

Correspondent Name: CHARLES P. LAPOLLA

Address Line 1: 1180 AVENUE OF THE AMERICAS

Address Line 2: OSTROLENK FABER LLP

Address Line 4: NEW YORK, NEW YORK 10036

OP \$90.00 3246345

ATTORNEY DOCKET NUMBER:	V12172 T/4627-30,31,32
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	CHARLES P. LAPOLLA
Signature:	/CPL/
Date:	05/20/2009
Total Attachments: 5 source=01035456#page1.tif source=01035456#page2.tif source=01035456#page3.tif source=01035456#page4.tif source=01035456#page5.tif	

2

Deed dated 10th OCTOBER 2006

Parties Superwoman Pty Ltd ABN 58118001102 *ATF Superwoman Holdings Trust*
of Suite 205, Level 2, 19 Boundary Street, Rushcutters Bay
NSW 2011 (Assignor)

Superwoman Solutions Pty Ltd ACN 62007206144
of Suite 205, Level 2, 19 Boundary Street, Rushcutters Bay
NSW 2011 (Assignee)

Introduction

- A. The Assignor is the owner of the Intellectual Property and Materials which relate to the System.
- B. The Assignor wishes to assign to the Assignee and the Assignee wishes to accept the Intellectual Property and the Materials with effect on the Effective Date.

It is agreed

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

- (1) **Confidential Information** means information of every kind:
 - (a) concerning or in any way connected with the Intellectual Property or the System; and
 - (b) which is the property of the Assignor or any Related Body Corporate of the Assignor,

but does not include the Public Information;
- (2) **Copyright Works** means all artistic and literary works relating to the System in respect of which copyright subsists under the Copyright Act 1968 and is owned by the Assignor including the works set out in Item 2 of the Schedule;
- (3) **Deed** means this document, including any schedule or annexure to it;
- (4) **Domain Names** means the domain names set out in Item 3 of the Schedule;
- (5) **Effective Date** means the date set out in Item 4 of the Schedule;
- (6) **Intellectual Property** means:
 - (a) patent rights;
 - (b) design rights;
 - (c) know-how;
 - (d) the Trade Marks;

- (e) the Copyright Works;
 - (f) the Domain Names; and
 - (g) any other intellectual property rights subsisting in or created during the development of the System and any advertising and promotional materials, records, documents, specifications or plans owned by the Assignor at the date of this Deed.
- (7) **Materials** means tangible property associated with the Intellectual Property including hardware, components, standards, records, publications, samples, materials and notes which relate to, summaries and copies of and extracts from the Confidential Information and the Intellectual Property (in all forms);
- (8) **Public Information** means information which:
- (a) is publicly available at the date of this Deed;
 - (b) becomes publicly available subsequent to the date of this Deed without breach of this Deed; or
 - (c) can be obtained from a third party without breach by that third party of any obligation of confidence concerning that Confidential Information;
- (9) **Superwoman Business** means a business which involves the provision of financial services and/ or mortgage broking services;
- (10) **System** means the system described in Item 5 of the Schedule; and
- (11) **Trade Marks** means all business names, trade names, trade marks and logos used by or in relation to the System in connection with a Superwoman Business and owned now or in the future by the Assignor including those set out in Item 1 of the Schedule.

2 Assignment and transfer

- 2.1 In consideration of the payment of \$1 by the Assignee to the Assignor or its nominee, the Assignor assigns to the Assignee all its interest in the Intellectual Property and the Materials, including the benefit of any prior claims in relation to the Intellectual Property, with effect on the Effective Date.

3 Assistance in applications

3.1 The Assignor agrees to:

- (1) make, execute and deliver all documents (including applications, affidavits, declarations and assignments) tendered by the Assignee; and
- (2) render all assistance necessary to the Assignee and generally do all things which may be necessary or desirable,

for or in connection with any of the purposes set out in clause 3.2.

3.2 The purposes referred to in clause 3.1 are:

- (1) to obtain the grant or registration of any of the Intellectual Property in any country;

- (2) to maintain and enforce any registrations of the Intellectual Property obtained in any country in which the Intellectual Property is protected; and
- (3) to enable the Assignee to be registered as the sole owner of the Intellectual Property in any country.

4 Warranties

4.1 The Assignor warrants to the Assignee that:

- (1) the Assignor has full right and title to the Intellectual Property and Materials; and
- (2) the Assignee will have and enjoy quiet possession of the Intellectual Property uninterrupted by the Assignor or any person claiming under the Assignor.

4.2 The Assignor indemnifies the Assignee in respect of any loss incurred by the Assignee arising out of any claim brought prior to this assignment by a third party that any of the intellectual property infringes the intellectual property rights of that party.

5 Entire understanding

5.1 This Deed:

- (1) is the entire agreement and understanding between the parties or everything connected with the subject matter of this Deed; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

6 Governing law

6.1 The law of New South Wales governs this Deed.

[The remainder of this page is left intentionally blank]

Schedule 1

Item 1 Trademarks

Trademark Number	Word/Image	Registration Date/ Lodgement Date	Class	Status
778905	SUPERWOMAN	19/11/1998	36	Registered
1039733	SUPERWOMAN	30/01/2005	36	Registered
1076860		20/09/2005	36	Pending (accepted)
1099295	SUPERWOMAN SEEKER	15/02/2006	36	Pending
1099296	Superwoman Money Seeker	Lodged 15/02/2006	36	Pending
0790629 (Benelux)	SUPERWOMAN	31/01/2006	36	Registered
736008 (NZ)	SUPERWOMAN	Lodged 22/09/2005	36	Pending (accepted)
736009 (NZ)		Lodged 22/09/2005	36	Pending (accepted)
78/724001 (USA)	SUPERWOMAN	Lodged 30/09/2005	36	Pending
78/760147 (USA)	SUPERWOMAN	Lodged 23/11/2005	36	Pending
78/724092 (USA)		Lodged 30/09/2005	36	Pending

Item 2 Copyright Works

Includes:

- (a) all copyright in the Trademarks; and
- (b) all copyright in the information, memoranda, operations manuals (if any) created by the Assignor for the operation and marketing of Superwoman Businesses pursuant to the System and any other documents, audiovisual presentations and other materials created by the Assignor for use in connection with the Superwoman Businesses.

Item 3 Domain Names

www.superwomanmoney.com.au

www.superwomanaccounting.com.au

Item 4 Effective Date

The date of this deed.

Item 5 System

means any one or more of the business formats, systems, methods, procedures, policies, operations, standards, and controls relating to the operation of Superwoman Businesses.

Executed as a deed and delivered on the date shown on the first page.

Executed by Superwoman Pty Ltd
in accordance with section 127 of the Corporations Act 2001:

Tim

Director/company secretary

TIM HARRISON

Name of director/company
secretary
(BLOCK LETTERS)

Tim

Director

TIM HARRISON

Name of director
(BLOCK LETTERS)

Executed by Superwoman Solutions Group Pty Ltd
in accordance with section 127 of the Corporations Act 2001:

Tim

Director/company secretary

TIM HARRISON

Name of director/company
secretary
(BLOCK LETTERS)

Tim

Director

TIM HARRISON

Name of director
(BLOCK LETTERS)

X