

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
SUPERWOMAN SOLUTIONS PTY LTD		04/12/2006	CORPORATION: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUPERWOMAN PTY LTD AS TRUSTEE OF THE SUPERWOMAN HOLDINGS TRUST		
<b>Street Address:</b>	19 BOUNDARY STREET		
<b>Internal Address:</b>	SUITE 205, LEVEL 2		
<b>City:</b>	RUSHCUTTERS BAY		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	NSW 2011		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3260163	SUPERWOMAN	
<b>Registration Number:</b>	3246345	SUPERWOMAN	
<b>Registration Number:</b>	3271741	SUPERWOMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)382-0888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 382-0700		
<b>Email:</b>	clapolla@ostrolenk.com, smcmahon@ostrolenk.com, receipts@ostrolenk.com		
<b>Correspondent Name:</b>	CHARLES P. LAPOLLA		
<b>Address Line 1:</b>	1180 AVENUE OF THE AMERICAS		
<b>Address Line 2:</b>	OSTROLENK FABER LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		

OP \$90.00 3260163

ATTORNEY DOCKET NUMBER:	V12171 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
<p>Total Attachments: 9</p> <p>source=01035455#page1.tif</p> <p>source=01035455#page2.tif</p> <p>source=01035455#page3.tif</p> <p>source=01035455#page4.tif</p> <p>source=01035455#page5.tif</p> <p>source=01035455#page6.tif</p> <p>source=01035455#page7.tif</p> <p>source=01035455#page8.tif</p> <p>source=01035455#page9.tif</p>	



**Deacons**

Dated 12th APRIL 2006

## **Deed of Assignment of Intellectual Property**

### **Parties**

**Superwoman Solutions Pty Ltd**  
ABN 62 007 206 144

**Superwoman Pty Ltd as trustee of the Superwoman Holdings Trust**  
ABN 58 118 001 102

### **Contact**

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Our ref: 2592031

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Deed dated 2006

**Parties** Superwoman Solutions Pty Ltd ABN 62 007 206 144 (formerly Superwoman Pty Ltd)  
of Suite 205, Level 2, 19 Boundary Street, Rushcutters Bay NSW  
2011  
(Assignor)

Superwoman Pty Ltd ABN 58 118 001 102 (formerly Superwoman Health Pty Ltd) as trustee for the Superwoman Holdings Trust  
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 1988 and assigned by the Assignor, including works set out in Item 7 of the Schedule;

(3) Deed means this document, including any schedule or annex thereto;

(4) Domain Names means the domain names set out in Item 8 of the Schedule;

(5) Effective Date means the date set out in Item 3 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 arising out of the development of the System and any other and promotional materials, records, documents, specifications or plans owned by the Assignor at the time of the Deed;

(7) Materials means tangible property associated with the Intellectual Property including hardware, components, documents, books, 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 the Deed without breach of this Deed; or
- (c) can be obtained from a third party without breach of a third party of any obligation of confidence concerning Confidential Information;

- (9) **Superwoman Business** means a business which involves the provision of financial services and/ or mortgage brokering services and advice targeting females, which is licensed to use the Intellectual Property;
- (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 and owned by the Assignor including those set out in Item 1 of the Schedule.

**2. Assignment and transfer**

- 2.1 In consideration of the sum of \$1.00 now paid by the Assignee to the Assignor (receipt of which is acknowledged), 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.

**5. Entire understanding**

5.1 This Deed:

- (1) is the entire agreement and understanding between the parties on 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 Trade Marks**

Trademark Number	Word/Image	Registration Date/ Lodgment Date	Class	Status
778905	SUPERWOMAN	19/11/1998	36	Registered
1038733	SUPERWOMAN	31/01/2005	36	Registered
1076860	superwoman	Lodged 20/09/2005	36	Pending (accepted)
1086143	superwoman	Lodged 16/11/2005	35,39, 41	Pending
1099295	SUPERWOMAN SEEKER	15/02/2006	36	Pending
1099368	Search for Superwomen	Lodged 19/01/2006	41	Pending
1099296	Superwoman Money Seeker	Lodged 15/02/2006	36	Pending
0790629 (Benelux)	SUPERWOMAN	31/01/2006	35,36, 39	Registered
736008 (NZ)	SUPERWOMAN	Lodged 22/09/2005	36	Pending (accepted)
736009 (NZ)	superwoman	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)	superwoman	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.superwoman.com.au

www.superwomanhq.com.au

www.superwomanmoney.com.au

www.superwomanaccounting.com.au

www.superwomanrealestate.com.au

www.superwomantravel.com.au

www.realestatewoman.com.au

www.superwoman.com

www.superwoman.eu

Item 4 **Effective Date**

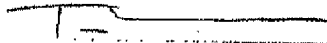
12 April 2006

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 Solutions Pty Ltd** ABN 62 007 206 144 in accordance with section 127 of the *Corporations Act 2001*:

  
Director/company secretary

TIM HARRISON  
Name of director/company secretary  
(BLOCK LETTERS)


  
Director

BRETT FISHER  
Name of director  
(BLOCK LETTERS)

Executed by **Superwoman Pty Ltd** ABN 58 118 001 102 as trustee for the **Superwoman Holdings Trust** in accordance with section 127 of the *Corporations Act 2001*:

  
Director/company secretary

TIM HARRISON  
Name of director/company secretary  
(BLOCK LETTERS)

  
Director

BRETT FISHER  
Name of director  
(BLOCK LETTERS)