

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARTERCARD INTERNATIONAL LIMITED		09/02/2014	LIMITED LIABILITY COMPANY: BERMUDA
RECEIVING PARTY DATA			
Name:	BPS TECHNOLOGY LIMITED		
Street Address:	Level 10, 1 Eagle Street		
City:	Brisbane, Queensland		
State/Country:	AUSTRALIA		
Entity Type:	COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2906418	BARTERCARD	
Registration Number:	4378810	BARTERCARD	
Registration Number:	4549022	B BARTERCARD	
CORRESPONDENCE DATA			
Fax Number:	6099243036		
<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:	609-924-8555		
Email:	tadenys@pbnlaw.com		
Correspondent Name:	Todd A. Denys		
Address Line 1:	29 Thanet Road, Suite 201		
Address Line 4:	Princeton, NEW JERSEY 08540		
ATTORNEY DOCKET NUMBER:	17171.82811		
DOMESTIC REPRESENTATIVE			
Name:	Todd A. Denys		
Address Line 1:	29 Thanet Road, Suite 201		
Address Line 4:	Princeton, NEW JERSEY 08540		
NAME OF SUBMITTER:	Todd A. Denys		
SIGNATURE:	/todd a denys/		
DATE SIGNED:	09/30/2014		

CH \$90.00 2906418

Total Attachments: 12

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Assignment of Trade Mark

THIS DEED is made the 2nd day of September 2014

BETWEEN: BARTERCARD INTERNATIONAL LIMITED (EC 27608) of
Clarendon House, 2 Church Street, Hamilton Bermuda
(“the Assignor”).

AND: BPS TECHNOLOGY LIMITED ACN 167 603 992 a company
incorporated in the State of Queensland and having its registered office
at Level 10, 1 Eagle Street, Brisbane Queensland
(“the Assignee”).

RECITALS

- A. The Assignor is the registered proprietor of the Trade Marks set out in Schedule 1 of this Deed (the “Trade Marks”).
- B. The Assignor has agreed to assign and transmit all its rights in the Trade Marks together with the goodwill associated with its trade in the particular goods/services or classes of goods/services for which the Trade Marks have been used.
- C. The parties wish to formalise the assignment of the Trade Marks on the terms of this Deed.

NOW THE PARTIES AGREE as follows:

Assignment

1. In consideration for the payment of Ten Dollars (\$10.00) (GST exclusive) the Assignor sells, assigns, transfers and sets over to the Assignee its full right, title and interest in and to the Trade Marks together with the goodwill associated with its trade in the particular goods/services or class of goods/services upon or in relation to which the Trade Marks have been used.

Warranty

2. The Assignor warrants that:
 - (a) it has absolute title to the Trade Marks;
 - (b) to its knowledge there are no outstanding encumbrances or other matters affecting its capacity to assign the Trade Marks to the Assignee; and
 - (c) the Assignor has no knowledge of prior use of the Trade Marks by any other person.

Authority to apply for registration

3. Due to the assignment contained in cl 1 of this Deed, the Assignor grants to the Assignee the full right and sole power and authority to apply for and obtain entry of its name as the registered proprietor of the Trade Marks by virtue of this Deed.

Undertakings

4. The Assignor undertakes not to do any act which might or would:
 - (1) invalidate or put in dispute the Assignee's title to the Trade Marks;
 - (2) oppose any application for the registration of the Trade Marks, or invalidate any registration of the Trade Marks in due course;
 - (3) support an application to remove the Trade Marks as registered Trade Marks;
 - (4) cause the registrar of Trade Marks to require a disclaimer of a monopoly in the Trade Marks or any part of it;nor assist any person directly or indirectly in these acts.

Authorities

5. The Assignor agrees to execute all documents to:
 - (a) enable the Assignee to apply for and obtain registration as the registered proprietor of the Trade Marks; and
 - (b) cancel the registration of any registered user of the Trade Marks.
6. The Assignor agrees to provide the Assignee with all financial information to the extent that it is required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this Deed.

GST and Stamp Duties

7. In this section, all terms have the meaning give to them by the:
 - (1) A New Tax System (Goods and Services Tax) Act 1999; and
 - (2) A New Tax System (Goods and Services Tax) Regulations 1999;as amended from time to time and all material published by the Australian Taxation Office.
8. The parties agree that all amounts payable under this Deed are exclusive of GST.

Charges

9. All stamp duties and governmental charges arising out of or incidental to this Deed are the responsibility of and must be paid by the Assignee.

Applicable law

10. This Deed is governed by the law of the State of Queensland and the parties submit to the jurisdiction of the courts of that State.

Amendments

11. This Deed may not be varied except in writing signed by all of the parties.

Severability

12. If any provision of this Deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

Further assistance

13. At any time after the date of this Deed either party shall, at the request and cost of the other, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of this Deed.

Notices

14. Notices must be in writing, in English, and may be given by an authorised representative of the sender. Notice must be given in one of the following means:

14.1 It may only be given to a party:

- (a) by hand delivery;
- (b) by sending it by pre-paid mail to the party's address last notified;
- (c) by sending it by facsimile to the party's facsimile number last notified and then confirming it by pre-paid mail to the party's address last notified;
- (d) by sending it by email to the party's last email address last notified;

and may not be delivered by an electronic transaction (other than a facsimile and email).

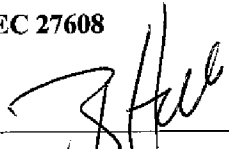
14.2 It is deemed to be received by a party:

- (a) if delivered by hand delivery on the next business day after the day of delivery;
- (b) if sent by pre-paid mail, three (3) business days after posting;
- (c) if sent by facsimile and confirmed by pre-paid mail, at the time and on the day shown in the sender's transmission report, if it shows that the whole notice was sent to the party's facsimile number last notified.
- (d) if sent by email the system generates a message confirming successful delivery of the notice.
- (e) However, if the notice is deemed to be received on a day which is not a business day or after 5pm, it is deemed to be received at 9am on the next business day.

14.3 If two or more entities comprise a party, notice to one is effective notice to all.

Executed as a Deed:

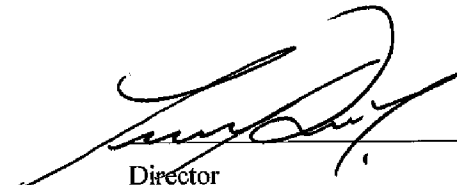
SIGNED SEALED and DELIVERED on behalf of
BARTERCARD INTERNATIONAL LIMITED
EC 27608



Director/Secretary

Brian Hall

Print Name

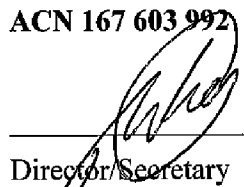


Director

Trevor Dietz

Print Name


SIGNED SEALED and DELIVERED on behalf
of **BPS TECHNOLOGY LIMITED**
ACN 167 603 992



Director/Secretary

Tony Mese

Print Name




Director


Trevor Dietz

Print Name


Schedule 1

Australia	633197	ARROW DESIGN	36	Registered 24.06.94
Australia	666869	BARTERCARD (Logo)	25	Registered 18.07.95
Australia	633196	BARTERCARD (word)	35	Registered 24.06.94 Renewed 24.06.2014
Australia	603822	BARTERCARD (Logo)	16	Registered 04.06.93
Australia	669987	BARTERCARD CLOTHING COMPANY (Logo)	25	Registered 21.08.95
Australia	A640762	BARTERCARD (Logo)	36	Registered 19.09.94
Australia	789559	TRADE DOLLAR (LOGO)	35 / 36	Registered 29.03.99 RENEWED 09.02.2009
Australia	1532297	 bartercard	16,35.36	19.12.2012
Austria	2882462 (under European Community Trademark)	BARTERCARD (word and logo)	35/36 & 42	Registered 21.10.04
Benelux (Belgium, Netherlands & Luxemborg)	572087	BARTERCARD (Logo)	36	Registered 13.06.95


Brazil	822008688	BARTERCARD (Logo)	36	Registered 18.04.06
Bulgaria	66746 TM No. 51409	BARTERCARD (Logo)	36	Registered 30.03.05
Canada	TMA 256426	BARTERCARD	36	Registered 27.02.81
Canada	TMA 581,264 (file number 1004533)	BARTERCARD	36	Registered 12.05.03
Cayman Islands	2019497	BARTERCARD (Logo)	36	Registered 20.08.99 RENEWED 28.07.2005
China	1213931	BARTERCARD (Chinese Characters)	35	Registered 07.10.98 RENEWED 07.09.2009
China	1201904	BARTERCARD (Chinese Characters)	36	Registered 07/10/2008 RENEWED 07.09.2009
Cyprus	63115	BARTERCARD (Logo)	36	Registered 02.02.07
Denmark	04114 /1995	BARTERCARD (Logo)	36	Registered 07.03.05
Egypt	128206	Bartercard (Logo)	36	Registered 02.11.1999 RENEWED & Assigned 27.06.10
	(under the			

Estonia	Madrid protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03.
(European) Community Trademark	2882462	BARTERCARD (word and logo)	35/36 & 42	Registered 21.10.04
				
Finland	(under the Madrid Protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03.
France	98 713 360	BARTERCARD (Logo)	35 / 36	Registered 17.07.98 RENEWED 22.04.08
Germany	39517728	BARTERCARD (Logo)	36	Renewed 15.03.05
Ghana	(under International Trademark) 1004711	BARTERCARD Logo	36	Registered 08.05.2009
Hungary	(under the Madrid Protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03
Indonesia	373190	BARTERCARD (Logo)	36	Registered 23.11.05
Indonesia	IDM 000186350	KARTU BARTER (Indonesian for Bartercard)	36	Registered 25.11.2008
Indonesia	IDM 000056095	BARTERCARD (Logo)	36	Registered 23.11.2005
Ireland	214230	BARTERCARD and Logo	36	Registered 25.03.99 RENEWED

				24.03.2009
Israel	126513	BARTERCARD (Logo)	36	Registered 15.03.99
Italy	(under the Madrid Protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03.
Iran	148691	BARTERCARD (Logo)	35	Registered 15/10/07
Japan	4272531	BARTERCARD & Device	35	Registered 14.05.99 RENEWED 13.03.09
Japan	4411619	BARTERCARD in Katakana	36	Registered 22.12.99 RENEWED 13.05.2010
Jordan	66431	BARTERCARD	36	Registered 28.04.02
Kenya	61054	BARTERCARD Logo	35	Registered 24.04.07
Laos	7130 Renewal No.: 6571	BARTERCARD Logo	36	Registered 04.08.99 RENEWED 04.06.09
Latvia	(under the Madrid Protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03
Lesotho	LS/M/2007/ 00174	BARTERCARD Logo	35	Registered 26.04.2007
Lithuania	(under the Madrid Protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03

Madrid Protocol	807475	BARTERCARD (word)	35	Registered 23.06.2003
Madrid Protocol International Trademark Registration via World Intellectual Property Organisation (WIPO)	1004711	BARTERCARD Logo	36	Registered 08.05.2009
Malawi	MW/TM/20 07/00264	BARTERCARD Logo	9	Registered 7.12.2007
Mexico	583193	BARTERCARD (and Design)	36	Registered 24.07.95
Monaco	(under the Madrid Protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03.
Morocco	(under International Trademark) 1004711	BARTERCARD Logo	36	Registered 08.05.2009
New Zealand	248360	BARTERCARD and Logo	36	Registered 20.04.95
New Zealand	223287	BARTERCARD and Logo	42	Registered 26.11.92
New Zealand	266179	BARTERCORP and Logo	36	Registered 22.08.96
New Zealand	312463	TRADE DOLLAR (Logo)	36	Registered 08.07.99
New Zealand	970819	 bartercard	16,35,36	9.12.12 filed application with IPONZ
Nigeria	App No. F/TM/2009/ 5735	BARTERCARD (LOGO)	35	Filing Date: 30.04.2009

Poland	(under the European Community & Madrid Protocol)	BARTERCARD (plain font word) & Logo	35 (Madrid Protocol) 36 (Europe Comm)	Registered 23.06.03.
Portugal	337335	BARTERCARD Logo	35 / 36	Registered 28.12.99 RENEWED 09.07.2009
Qatar	30626	BARTERCARD logo	36	Registered 09.11.06
Russia	143809	BARTERCARD (Logo)	36	Registered 04.05.95 – Renewed 11.02.05
Romania	2882462 (under European Community Trademark)	BARTERCARD (word and logo)	35/36 & 42	Registered 21.10.04
Saudi Arabia	563/12	BARTERCARD Logo	36	Registered 11.03.01
Singapore	3805/95	BARTERCARD (Logo)	36	Registered 08.10.02 (no. T95/03805F)
Slovakia	(under Madrid Protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03.
Slovenia	(under Madrid Protocol)	BARTERCARD (plain font word)	35	Registered 23.06.03.
South Korea	41-0038481	BARTERCARD & Device	35, 36	Registered 10.10.97 Renewed 10.12.2007
Spain	2882462 (under	BARTERCARD (word and logo)	35/36 & 42	Registered 21.10.04

	European Community Trademark)			
Swaziland	193 / 2007	BARTERCARD Logo	35	Registered 26.04.2007
Sweden	323895	BARTERCARD Device Mark	36	Registered 27.06.97
Switzerland	P-464968	BARTERCARD and Device	35 / 36	Registered 12.03.99 RENEWED 12.03.09
Syrian Arab Republic	112015	BARTERCARD	35	Registered 27.10.08
Taiwan	0083695	BARTERCARD and Logo	36	Registered 16.06.95 Renewed 16.07.06
Thailand	SM4462	BARTERCARD (Logo)	36	Registered 05.06.96 Renewed & Assigned 25.07.2005
				
Uganda	29822	BARTERCARD (Logo)	09	Registered 14.11.2007
United Kingdom	GB2019497	BARTERCARD (Word & Device)	36	Registered 03.05.95 RENEWED 03.05.2005
United States	2906418	BARTERCARD (Typed Drawing)	35	Registered 30.11.2004
United States	4378810	BARTERCARD (Standard Character Mark)	35	Registered 06.08.2013

United States	4549022	B BARTERCARD AND DESIGN (LOGO)	35	Registered 10.06.2014
Vietnam	42971	BARTERCARD and Logo	36	Registered 24.06.99 Renewed 31.07.2009
Zanzibar	151/2007	BARTERCARD Logo	09	Registered 10.05.2007
Zimbabwe	502/2007	BARTERCARD Logo	35	Registered 29.09.2008