

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338333

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concave Holdings Inc RSM Richter Inc.		11/13/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Concave Global Pty Ltd		
Street Address:	410/91 Murphy Street		
City:	Richmond		
State/Country:	AUSTRALIA		
Postal Code:	VIC 3121		
Entity Type:	LIMITED LIABILITY COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3815027	CONCAVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	61396283100		
Email:	info@actuateip.com.au		
Correspondent Name:	Applied Ambiguities LLC		
Address Line 1:	15473 10th Street #8		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
NAME OF SUBMITTER:		Andrew Neophitou	
SIGNATURE:		/Andrew Neophitou/	
DATE SIGNED:		04/15/2015	
Total Attachments: 7			
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OP \$40.00 3815027

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 23rd day of September, 2011,

BETWEEN:

RSM RICHTER INC., solely in its capacity as Trustee in Bankruptcy of the estate of Concave Holdings Inc. ("Concave"), without personal or corporate liability

(hereinafter called the "Assignor")

- and -

CONCAVE GLOBAL PTY. LTD.

(hereinafter called the "Assignee")

WHEREAS pursuant to an assignment in bankruptcy made on February 4, 2011, RSM Richter Inc. was appointed as the Trustee in Bankruptcy of the estate of Concave;

AND WHEREAS the Vendor and the Purchaser have entered into an Asset Purchase Agreement dated May, 2011 (the "Asset Purchase Agreement");

AND WHEREAS, pursuant to the Asset Purchase Agreement, the Assignee agreed to purchase from the Assignor, all of the Assignor's and Concave's right, title and interest in and to, *inter alia*, the Purchased Assets, including all of Concave's intellectual property of whatever nature and kind used in connection with the business of Concave, including the business and trade names, corporate names, brand names and slogans, all inventions, patents, patent rights, patent applications and utility models, all registered and unregistered trademarks, all copyrights in copyrightable works, all non-copyrightable works, all internet domain name registrations and renewals in connection therewith, all rights and interest in and to processes, all licenses (end-user or otherwise) and all future income related to intellectual property (collectively, "Intellectual Property"), including without limitation, the intellectual property described on Schedule "A" hereto;

AND WHEREAS all capitalized terms and expressions used herein, and not otherwise defined herein, shall have the meanings assigned thereto in the Asset Purchase Agreement;

NOW THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Assignor hereby absolutely and irrevocably sells, assigns, transfers and conveys to the Assignee all of its and Concave's right, title and interest in and to the Intellectual Property and all applications or registrations thereof, if applicable, and all proceeds derived from the Intellectual Property including without limitation, royalties, license fees, and all rights and claims of action that may exist by reason of the infringement of the Intellectual Property, together with all goodwill symbolized by the Intellectual Property.

2. The Assignor shall, at the Assignee's expense, do all things and execute and deliver all documents (including all assignments, affidavits, and other instruments, in a form suitable for filing with the Canadian Intellectual Property Office and other offices where the Intellectual Property is or may be registered and recorded) as may be reasonably requested by the Assignee from time to time and at any time, in order to give full effect to this Assignment or to perfect or record the interest of the Assignee in the Intellectual Property or to maintain the registration or recording of the Intellectual Property.
3. In order to better effectuate this Assignment Agreement, the Assignor hereby irrevocably appoints the Assignee or its respective agent, with full power of substitution, to be the attorneys of the Assignor for and in the name of the Assignor, to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, instruments, demands, assignments, assurances, consents, acts, matters or things required to give full effect to this Assignment Agreement or to perfect or record the interest of the Assignee in the Intellectual Property or to maintain the registration or recording of the Intellectual Property.
4. The Assignee acknowledges that RSM Richter Inc. is acting solely in its capacity as Trustee in Bankruptcy of the estate of Concave, without personal or corporate liability.
5. To the extent that there is a conflict between the terms and provisions of this Assignment Agreement and the terms and the provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern. In the event that there is a conflict between the terms and provisions of this Assignment Agreement or the terms and provisions of the Asset Purchase Agreement and the Approval and Vesting Order, the terms and provisions of the Approval and Vesting Order will govern.
6. This Assignment Agreement shall be binding and enure to the benefit of the Assignor and the Assignee and their respective successors and permitted assigns.
7. This Assignment Agreement shall be governed by the laws of the Province of Ontario and to the extent applicable, by the laws of Canada.
8. This Assignment Agreement may be executed in counterparts, and acceptance of this Assignment Agreement may be provided by facsimile transmission or email transmission in PDF format and, on such execution and transmission, this Assignment Agreement shall be binding on the parties with the same force and effect as if originally executed.

[remainder of page intentionally left blank]

Dated this ____ day of September, 2011.

The undersigned hereby confirms its agreement with the terms and conditions of this Assignment Agreement.

RSM RICHTER INC., solely in its capacity as Trustee in Bankruptcy of the estate of Concave Holdings Inc., without personal or corporate liability

Per: 

Name: DAVID S. GENDEK
Title: V.P.

I have authority to bind the trustee.

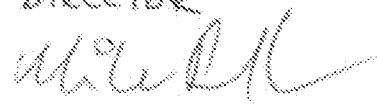
Dated this ____ day of September, 2011.

The undersigned hereby confirms its agreement with the terms and conditions of this Assignment Agreement.

CONCAVE GLOBAL PTY.
LTD.

Per: 

Name: ANDREW THEODOROS
Title: DIRECTOR

Per: 

Name: Michael Petersen
Title: Director

I/We have authority to bind the corporation.

SCHEDULE A
INTELLECTUAL PROPERTY

Freehills

Patent & Trade Mark Attorneys

Concave Holdings Inc.

Patents, Design and Trade Mark Portfolio

PATENT FAMILY 1

"Sporting Footwear" (Concave Shoe)

Priority Date: 21 November 1997 (most expire November 2018)

1. Registered Owner : Concave Holdings Inc.

Office Reference	Country	Number	Class(es)	Status
M80443066	Australia	751150	Sporting footwear	Granted. Renewal overdue. Final date 23 May 2011
M80417666	Australia	2002301906	Sporting footwear	Granted. Renewal overdue. Final date 23 May 2011
M40439259	Canada	2310785	Sporting footwear	Granted. Renewal overdue. Final date 23 May 2011
M40443065	Europe	1032284	Sporting footwear	Validated and ownership recorded in the United Kingdom and Germany. See below for other countries in which validated. Renewal overdue. Final date 23 May 2011
M40439364	United States of America	6421936	Sporting footwear	Granted and in force.
M80328727	United States of America	6637132	Sporting footwear	Granted. Renewal fee due 25 April 2011

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Concave Holdings Inc.
Patents, Design and Trade Mark Portfolio

PATENT FAMILY 1 (continued)

2. Registered Owner : Alan Roy Gerrard

Granted

Office Reference	Country	Number	Classification	Status
M40439161	Israel	PI8815100.2	Sporting footwear	Granted. Renewal overdue. final date 23 May 2011
M40439339	China	ZL588011393.7	Sporting footwear	Granted. Renewal overdue. final date 23 May 2011
M40439301	Czech Republic	PI13003-1658	Sporting footwear	Granted.
M40443025	Europe	1632284	Sporting footwear	Validated in Italy, Spain, France, Netherlands, Ireland, Portugal, Greece, Belgium, Austria, Switzerland, Cyprus, Denmark, Finland, Luxembourg, Monaco and Sweden (See above for the United Kingdom and Germany). Renewal overdue. final date 23 May 2011
M40495178	Hong Kong	81104736.0	Sporting footwear	Granted. Renewal overdue. final date 23 May 2011
M40439343	Japan	4428861	Sporting footwear	Granted. Renewal overdue. final date 23 May 2011
M40439292	Mexico	PA/14/2000/034-967	Sporting footwear	Granted. Renewal overdue. final date 7 May 2011
M82616276	New Zealand	525085	Sporting footwear	Granted and in force
M82668538	New Zealand	505283	Sporting footwear	Granted and in force
M40439322	Norway	316976	Sporting footwear	Granted. Renewal overdue. final date 23 May 2011
M40439299	Poland	168516	Sporting footwear	Granted. Renewal overdue. final date 23 May 2011
M40439278	South Korea	585468	Sporting footwear	Granted. Renewal overdue. final date 23 May 2011
M40439283	Turkey	TG2003016448	Sporting footwear	Granted. Renewal overdue. final date 23 May 2011

Pending applications

Office Reference	Country	Number	Classification	Status
M40439317	Hungary	P0112641	Sporting footwear	Under examination. Renewal overdue. final date 23 May 2011

Concave Holdings Inc.
Patents, Design and Trade Mark Portfolio

PATENT FAMILY 2

"Novel vamp, and injection moulding process for forming a vamp"
 Priority Date: 7 May 2004 (must expire May 2025)

1. Registered Owner : Concave Holdings Inc.

Doc reference	Country	Number	Title/Class	Status
M81141263	Australia	2005238766	Novel vamp, and injection moulding process for forming a vamp	Under examination. Response overdue. Final date 21 Oct 2011
M81197965	Europe	05737921.6	Novel vamp, and injection moulding process for forming a vamp	Under examination.
M81141279	New Zealand	551831	Novel vamp, and injection moulding process for forming a vamp	Granted
M81126893	United States of America	11,576836	Novel vamp, and injection moulding process for forming a vamp	Under examination. Response to examination report due 28 June 2011 (not extendable)

2. Registered Owners : Imagine Sports Pty Ltd and Norbert Fechter

Doc reference	Country	Number	Title/Class	Status
M81126811	Brazil	PI08107208	Novel vamp, and injection moulding process for forming a vamp	Examination requested
M81126906	China	200540032714.1	Novel vamp, and injection moulding process for forming a vamp	Granted
M81126927	Mexico	PA/02006/012875	Novel vamp, and injection moulding process for forming a vamp	Application filed

Concave Holdings Inc.
Patents, Design and Trade Mark Portfolio

DESIGNS

1. Registered Owner : Concave Holdings Inc.

Doc reference	Country	Number	Title/Class	Status
M80561363	Australia	153776	Sports Shoe	Registered
M80560134	European Community	120698-01-03	Sports Shoe	Registered
M80560156	New Zealand	464510	Sports Shoe	Registered
M80560161	United States of America	0534337	Sports Shoe	Registered

Registered

2. Registered Owner : Alan Roy Garrard

Doc reference	Country	Number	Title/Class	Status
M80690792	Brazil	0364518066	Sports Shoe	Registered
M80690109	China	01200426003705.6	Sports Shoe	Registered. Renewal overdue. Final date 29 Jul 2011
M80690134	Japan	126507D	Sports Shoe	Registered
M80690140	South Korea	377534	Sports Shoe	Registered. Renewal due 18 Mar 2011

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Concave Holdings Inc.
Patents, Design and Trade Mark Portfolio

TRADE MARKS

(i) Registered Owner : Concave Holdings Inc.

Our reference	Country	Number	Trade Mark	Status	Classes
M81057990	Australia	1117408	CONCAVE	Registered	14, 18, 25
M81069773	Australia	1129813	Concave logo	Registered	14, 15, 25
M81225060	Australia	1179218	Concave logo	Registered	3, 9, 14, 18, 25, 28, 32
M81453170	European Community	7201931	Space SHOULDED	Registered	18, 25, 38
M81372007	USA	3815627	CONCAVE	Registered	25

(ii) Registered Owner : Imagine Sports Pty Ltd

Our reference	Country	Number	Trade Mark	Status	Classes
M81140004	Madrid Protocol European Community China Korea Russia	911805	CONCAVE	Registered in European Community and Korea which under examination or awaiting decision elsewhere	25

(iii) Registered Owners : Imagine Sports Pty Ltd and
P.T. Framas Plastic Technology

Our reference	Country	Number	Trade Mark	Status	Classes
M80936834	Australia	1801875	ACTIVE BALL CONTROL	Registered	25
M80936860	Australia	1801876	AS SIMPLE AS ABC	Registered	25
M80936878	Australia	1801877	ABC ACTIVE BALL CONTROL	Registered	25
M80936881	Australia	1801878	EQULIPPED TO WIN	Registered	25

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