

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379691

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the receiving party entity details previously recorded on Reel 005748 Frame 0109. Assignor(s) hereby confirms the correct receiving party entity is Food Matters Holdings Pty Ltd as trustee..		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Food Matters TV Pty Limited		01/01/2016	Corporation: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Food Matters Holdings Pty Ltd as trustee		
Street Address:	C/- PBA Partners, Unit 5B, 3 Central Avenue		
City:	Thornleigh		
State/Country:	AUSTRALIA		
Postal Code:	2120		
Entity Type:	Trustee: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86143731	FMTV	
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:	+61 7 5478 3990		
Email:	emma@neweralaw.com.au		
Correspondent Name:	New Era Lawyers		
Address Line 1:	PO Box 1076		
Address Line 4:	Mooloolaba, AUSTRALIA 4557		
DOMESTIC REPRESENTATIVE			
Name:	Angela Small Booth		
Address Line 1:	9107 Wilshire Blvd STE 450		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
NAME OF SUBMITTER:	Emma		
SIGNATURE:	/EW/		
DATE SIGNED:	04/06/2016		

OP \$40.00 86143731

Total Attachments: 18

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Food Matters TV Pty Ltd		01/01/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Food Matters Holdings Pty Ltd		
Street Address:	Suite 208, 45 Brisbane Road		
City:	Mooloolaba		
State/Country:	AUSTRALIA		
Postal Code:	4557		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86143731	FMTV	
CORRESPONDENCE DATA			
Phone:	61730407073		
Email:	peita@foodmatters.tv		
<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>			
Correspondent Name:	Peita Ward		
Address Line 1:	Suite 208, 45 Brisbane Road		
Address Line 4:	Mooloolaba, AUSTRALIA, 4557		
DOMESTIC REPRESENTATIVE			
Name:	Angela Small Booth		
Address Line 1:	9107 Wilshire Blvd STE 450		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
NAME OF SUBMITTER:	Peita Ward		
Signature:	/Peita Ward/		
Date:	03/09/2016		

Total Attachments: 16

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RECEIPT INFORMATION

ETAS ID:	TM376063
Receipt Date:	03/09/2016
Fee Amount:	\$40

Deed of Assignment of Intellectual Property

Food Matters TV Pty Limited
ABN 16 164 229 341

Food Matters Holdings Pty Limited
ACN 164 152 498
as trustee for the the Food Matters Holdings Unit Trust

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Date 1st January 2016

Parties

Assignor Food Matters TV Pty Limited ABN 16 164 229 341
Address c/- PBA Partners, Unit 5B, 3 Central Avenue, Thornleigh NSW 2120
Attention James Colquhoun
Email james@foodmatters.tv

Assignee Food Matters Holdings Pty Limited ACN 164 152 498 as trustee of the Food Matters Holdings Unit Trust
Address c/- PBA Partners, Unit 5B, 3 Central Avenue, Thornleigh NSW 2120
Attention James Colquhoun
Email james@foodmatters.tv

Background

- A The Assignor is the owner of the Intellectual Assets.
- B The Assignor has agreed to assign and transfer all of the Assignor's right, title and interest in the Intellectual Assets to the Assignee (including all Intellectual Property Rights subsisting in those Intellectual Assets).
- C The Assignee has agreed to accept an assignment of the Intellectual Assets on the terms and conditions set out in this document.

Operative Provisions

1 Definitions and interpretation

1.1 Definitions

In this document, the following definitions will apply:

Assignment Consideration means \$1.00 payable by the Assignee to the Assignor.

Customer List means the list of subscribers and other information to the weekly newsletter produced by the Assignee details of which are available via the Campaign Monitor, Vero and Business Catalyst software programs, and being the subscribers listed in Schedule 3.

Domain Names means the domain names described in Schedule 2.

Effective Date means 1 January 2016.

Encumbrance means any charge, mortgage, hypothecation, lien or other security interest and includes a 'security interest' as defined in the PPSA.

Improvement means any adaptation, improvement, modification or enhancement made to, or any development of, the Intellectual Assets.

Intellectual Assets means all Intellectual Property Rights in:

- (a) the Trade Marks;
- (b) the Videos;
- (c) the Social Media Platforms;
- (d) the Websites; and
- (e) the Customer List.

Intellectual Property Rights means all present and future intellectual, industrial or proprietary rights conferred by statute, at common law or in equity anywhere in the world, whether issued or pending, registered or unregistered, including all forms of copyright, patents, trade marks, designs, trade secrets, know-how, confidential information and circuit layouts.

Moral Rights means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and the rights of a similar nature anywhere in the world whether existing presently or which may in the future come into existence.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Social Media Platforms means the internet based applications that allow the creation and exchange of user-generated content as more particularly described in Schedule 5.

Trade Marks means the trade marks described in Schedule 1.

Videos means the video content described in Schedule 4.

Websites means the websites and all Intellectual Property Rights subsisting in the websites located at each of the Domain Names.

1.2 Interpretation

In this document, unless the context otherwise requires:

- (a) words denoting any gender include all genders;
- (b) headings are for convenience only and do not affect interpretation;
- (c) the singular includes the plural and vice versa;
- (d) any schedule or annexure attached to this document forms part of it;

- (e) a reference to a party includes its legal personal representatives, successors and permitted assigns;
- (f) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (g) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) unless expressly stated to be otherwise, the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar inclusive expressions; and
- (i) a reference to this document means this document and includes any variation or replacement of this document.

2 Assignment

- 2.1 On and from the Effective Date, and in consideration of payment of the Assignment Consideration (receipt of which is acknowledged by the Assignee), the Assignor assigns to the Assignee all rights, title and interest held by the Assignor in and to the Intellectual Assets:
- (a) free from all Encumbrances;
 - (b) inclusive of all statutory and common law rights attaching to the Intellectual Assets, including the right to sue for damages and other remedies against third parties for infringement or misuse of the Intellectual Assets, whether or not the infringement or misuse took place before the date of this document and retain all amounts recovered in any action (whether as to damages, or following an account of profits or on any other basis) obtained as a result of any such action.
- 2.2 On the Effective Date, the Assignor must deliver each of the following to the Assignee:
- (a) all of the Intellectual Assets;
 - (b) all books and records in the possession or control of the Assignor, including any registration certificates and other documents of title for the Intellectual Assets;
 - (c) any other documents evidencing and pertaining to the Intellectual Assets; and
 - (d) any other documents reasonably required by the Assignee to change the applicant or registrant of any application or registration relating to the Intellectual Assets and associated Intellectual Property Rights.
- 2.3 For the avoidance of doubt, all rights, including Intellectual Property Rights, in each Improvement made by or on behalf of the Assignee will be owned by the Assignee.

3 Assignor's obligations

On and from the Effective Date, the Assignor:

- (a) relinquishes all rights (inclusive of all statutory and common law rights) to the assigned Intellectual Assets (and all associated Intellectual Property Rights); and
- (b) acknowledges that the Assignee may subsequently sell, license or assign the Intellectual Assets (and all associated Intellectual Property Rights) to third parties.

4 Moral Rights

The Assignor warrants and represents that:

- (a) it has obtained the signed consent of all original authors of the Intellectual Assets to any act or omission (which occurs before or after the date of this document) which might otherwise constitute a breach or infringement of their Moral Rights in the Intellectual Assets as a whole;
- (b) to the extent permitted by law, the original authors of the Intellectual Assets have waived all Moral Rights they may have in the Intellectual Assets;
- (c) the consents and waivers described in clause 0(a) and 0(b) were genuinely given and no duress was applied by the Assignor to any of the authors of the Intellectual Assets in connection with them giving the consents and waivers; and
- (d) the consents and waivers described in clause 0(a) and 0(b) operate in Australia and all jurisdictions in which such consents and waivers are enforceable.

5 Assignor Warranties

The Assignor warrants and represents to the Assignee that:

- (a) it is the owner of the Intellectual Assets;
- (b) it has not suffered, or been threatened with, an Insolvency Event;
- (c) it has complied with all applicable laws;
- (d) the Intellectual Assets transferred to the Assignee by under this document are free from, and the Assignee will receive such Intellectual Assets free from, all Encumbrances; and
- (e) on the Effective Date, the Assignee will obtain the full legal and beneficial title to the assigned Intellectual Assets;
- (f) the Intellectual Assets are original and will not infringe or violate the rights of any third party; and

- (g) it is not aware of the Intellectual Assets infringing the rights of any third party.

6 Mutual warranties

6.1 Each party represents and warrants to the other party that:

- (a) where that party is a corporation, it is validly existing under the laws of its place of incorporation and registration;
- (b) it has the power to enter into and perform its obligations under this deed and to carry out the transactions contemplated by this deed;
- (c) it has taken all necessary action to authorise its entry into and performance of this deed and to carry out the transactions contemplated by this deed;
- (d) its obligations under this deed are valid and binding and enforceable against it in accordance with their terms; and
- (e) the execution, delivery and performance by it of this deed (and any other agreement required to be entered into by it in connection with this deed) will not:
 - (i) result in a breach of, or constitute default under, any agreement or arrangement to which it is a party or by which it is bound, or
 - (ii) result in a breach of any law or order, judgement or decree of any court, government agency or regulatory body to which it is a party or by which it is bound.

7 Confidentiality

7.1 Any information of a confidential nature obtained by a party from another party in connection with this document or the transactions contemplated by this document must be kept confidential by that party receiving the information.

7.2 A party may however disclose the information to its professional advisers or financiers to the extent necessary (provided they agree to keep the information confidential) or as may be required by law.

8 Costs and expenses

8.1 Except as expressly provided to the contrary in this document, each party must pay its own legal and other costs and expenses in relation to preparing, negotiating, executing and performing its obligations under this document and any document related to this document.

8.2 The Assignee must pay all stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this document or a transaction contemplated by this document.

9 GST

9.1 Payment of GST

- (a) All consideration for any taxable supply provided for by this document is exclusive of GST unless the contrary is clear. The amount of that consideration must be increased by an additional amount equal to the GST on that taxable supply. The party who has to pay the additional amount must pay it at the same time as the consideration in respect of that taxable supply becomes due or, if the supplier has to pay (or allow credit against) the relevant GST before then, the additional amount must be paid at that earlier time.
- (b) If an amount of consideration under this document is calculated as specific compensation or reimbursement for an expense, loss or liability of a supplier the consideration must be calculated after excluding any amount for which the supplier is entitled to an input tax credit as recipient of the item to which the expense, loss or liability relates.
- (c) A party is not obliged to make any payment for GST unless it is provided with a tax invoice which complies with the GST Act.
- (d) If at any time an adjustment is made or required to be made between a party and the relevant taxing authority on account of any amount paid as GST under this agreement:
- (i) a corresponding adjustment must be made;
 - (ii) adjustment notes must be issued; and
 - (iii) any payment must be made,
- between the parties as may be necessary to give effect to the adjustment.

9.2 Definitions

For the purposes of this clause 9:

- (a) **GST** means the tax imposed or assessed by the GST Act and its related legislation and includes any similar or substitute impost introduced in the future;
- (b) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (c) if a term used in this clause has a particular meaning in the GST Act, it has the same meaning in this clause; and
- (d) any reference to GST payable by a party, or to an input tax credit entitlement of a party, includes any corresponding GST payable by, or input credit entitlement of, the representative member of any GST group of which that party is a member.

10 Notices

10.1 Notices given under this document:

- (a) must be in writing and clearly readable in the English language;
- (b) must be signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and
- (c) may be delivered to a party by hand or by prepaid post or by email to that party's address or email address shown in page 1 of this document or to such other address or person as a party may specify by notice given in accordance with this clause.

10.2 A notice is taken to be duly given and received:

- (a) if delivered by hand, when delivered; or
- (b) if delivered by prepaid post, three Business Days after being deposited in the mail with postage prepaid; or
- (c) if delivered by email, at the time that the recipient party confirms, by non-automated email, receipt of the notice.

10.3 Despite clause 10.2, notices received after 5 pm in the place of receipt or on a non-Business Day are taken to be received at 9 am on the next Business Day.

11 General

11.1 Entire agreement

This document records the entire agreement between the parties in relation to its subject matter. It supersedes all prior contracts, arrangements, understandings or negotiations by, or between, the parties in relation to the subject matter of this document.

11.2 Further assurance

Each party must (at its own expense) do all things that any other party reasonably requires of it to give the other party the full benefit of any obligations owed to the other party and expressed in this document.

11.3 Counterparts

This document and any variation of this document may be executed and take effect in two or more counterparts, each of which when taken together, will constitute one and the same instrument.

11.4 Survival

All warranties, releases, exclusions and limitations of liability, indemnities, terms with respect to intellectual property and confidential information in this document will remain valid and binding following expiry or termination of this document. Any other

provision by its nature intended to survive expiry or termination of this document survives expiry or termination of this document.

11.5 No waiver

The failure, delay or omission by a party to exercise, or to partially exercise, a right, power or remedy under this document does not operate as a waiver of that right, power or remedy. A party which exercises, or partially exercises, a right, power or remedy maintains its right to further exercise the same right, power or remedy or to exercise another right, power or remedy. A party waives a right, power or remedy only by explicitly doing so in a written notice to the other party and the waiver is strictly limited to the matters specified in the notice.

11.6 Cumulative rights

The rights, powers, authorities, discretions and remedies of a party under this document do not exclude any other right, power, authority, discretion or remedy.

11.7 Severability

If any provision of this document is determined by a court or other competent tribunal or authority to be illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a legal, valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result;
- (b) where the offending provision cannot be read down then that provision must be severed from the document in which event, the remaining provisions of this document operate as if the severed provision had not been included; and
- (c) the legality, validity or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction is not affected,

but only to the extent that is consistent with giving substantial effect to the intentions of the parties under this document.

11.8 Variation

This document can only be amended, supplemented or replaced by another document signed by the parties.

11.9 Governing law and jurisdiction

This document is governed by the law of New South Wales. Each party submits to the jurisdiction of the courts in New South Wales in connection with matters concerning this document.

Schedule 1 – Trade Marks

FMTV registered service mark number 4871229, class 035, 038 and 041 (United States)

Schedule 2 – Domain Names

Active

www.fmtv.com

Inactive

www.fmtv.asia

www.fmtv.co.nz

www.fmtv.info

www.fmtv.net.au

www.fmtv.org.nz

www.fmtv.org.uk

www.fmtv/fest.com

www.fmtvfestival.com

www.foodmatterstv.asia

www.foodmatterstv.co.nz

www.foodmatterstv.co.uk

www.foodmatterstv.com

www.foomatterstv.com.au

www.foodmatterstv.info

www.foodmatterstv.net

www.foodmatterstv.net.au

www.foodmatterstv.org

www.foodmatterstv.org.nz

www.foodmatterstv.org.uk

www.foodmatterstv.tv

www.foodmatterstv.us

Schedule 3 – Customer List

- FMTV leads
- FMTV subscribers
- FMTV Live November 2015 launch list

Schedule 4 – Videos

All videos produced by the Assignor

Schedule 5 – Social Media Platforms

All Intellectual Property Rights in respect of internet based applications that allow the creation and exchange of user-generated content including:

- Facebook
- Twitter
- Instagram
- Pinterest
- You Tube
- Google +

Deed of Assignment of Intellectual Property

Executed as a deed

Executed by **Food Matters TV Pty Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by its authorised officers:



Signature of director

JAMES COLQUHOUN

Name

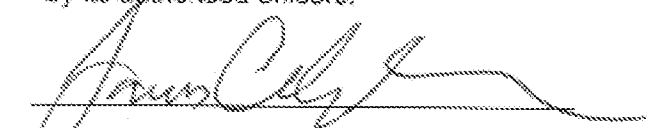


Signature of director/secretary

LAURENTINE TEN BOSCH

Name

Executed by **Food Matters Holdings Pty Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by its authorised officers:



Signature of director

JAMES COLQUHOUN

Name



Signature of director/secretary

LAURENTINE TEN BOSCH

Name