

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Cover Genius Pty Ltd		08/03/2020	Proprietary Limited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cover Genius Assets Pty Ltd		
<b>Street Address:</b>	9 Barrack Street		
<b>Internal Address:</b>	Level 6		
<b>City:</b>	Sydney		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	NSW 2000		
<b>Entity Type:</b>	Proprietary Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88643103	XCOVER	
<b>Serial Number:</b>	88643048	COVER GENIUS	
<b>Registration Number:</b>	5014899	RENTALCOVER.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	15097472052		
<b>Email:</b>	sto@randalldanskin.com		
<b>Correspondent Name:</b>	Shamus T. O'Doherty		
<b>Address Line 1:</b>	601 W. Riverside		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Spokane, WASHINGTON 99201		
<b>ATTORNEY DOCKET NUMBER:</b>	23592-1		
<b>NAME OF SUBMITTER:</b>	Shamus T. O'Doherty		
<b>SIGNATURE:</b>	/Shamus T. O'Doherty/		
<b>DATE SIGNED:</b>	08/25/2020		
<b>Total Attachments: 6</b>			

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# Trade Mark Assignment Deed



## Parties

Cover Genius Pty Ltd ACN 635 365 936 (**Assignor**)

Cover Genius Assets Pty Ltd ACN 159 983 598 (**Assignee**)

## Background

- A. The Assignor is the owner of the Trade Marks.
- B. It is the intention of the parties that all rights of ownership, including Intellectual Property Rights, in and to the Trade Marks be assigned to the Assignee.
- C. Accordingly, the Assignor has agreed to enter into this deed to assign the Trade Marks to the Assignee. The parties wish to record the above intentions on the terms and conditions in this deed.

## It is agreed

### 1. Reference Schedule, definitions and interpretation

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#### 1.1 Reference Schedule

Where a term used in this deed appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

<b>Assignor Details</b>	Name: Cover Genius Pty Ltd ACN 635 365 936 Address: LEVEL 19, 45-53 CLARENCE STREET, SYDNEY NSW 2000
<b>Assignee Details</b>	Name: Cover Genius Assets Pty Ltd ACN 159 983 598 Address: LEVEL 6, 9 BARRACK STREET, SYDNEY NSW 2000

#### 1.2 Definitions

In this deed:

**Encumbrance** means any:

- (a) Security Interest or other form of security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (c) restrictive or positive covenant, lease or licence to use; or

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- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

including an agreement to create any of them or allow any of them to exist.

**Intellectual Property Rights** means all intellectual property rights including all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Security Interest** means:

- (a) an interest in or right:
- (1) reserved over property (including any retention of title to property or any right to set off or withhold payment of any deposit or other money);
  - (2) created or otherwise arising over property under a mortgage, charge, bill of sale (as defined in any relevant statute), lien, pledge, trust or right; or
  - (3) by way of security for the payment of a debt or other monetary obligation or the performance of or compliance with any other obligation;
- (b) any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to in paragraph (a); and
- (c) any other interest which constitutes a security interest as that term is defined in the *Personal Property Securities Act 2009* (Cth).

**Trade Marks** means any and all Intellectual Property Rights in the trade marks detailed in Schedule 1 and any application, registration, designation, divisional or renewal resulting from such trade marks.

## 1.3 Interpretation

- (a) Unless the contrary intention appears, a reference in this deed to:
- (1) this deed or another document includes any variation or replacement of it despite any change in the identity of the parties;
  - (2) the singular includes the plural and the plural includes the singular;
  - (3) a person, partnership, corporation, trust, association, joint venture, unincorporated body, government body or other entity includes any other of them;
  - (4) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this deed and a reference to this deed includes any schedule or attachment;
  - (5) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
  - (6) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them; and



- (7) a time is a reference to Brisbane, Queensland time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
  - (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
  - (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this deed.

## **2. Assignment**

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### **2.1 Assignment of Trade Marks**

On and from the date of this deed, the Assignor as legal and beneficial owner transfers and assigns to the Assignee, free and clear of any Encumbrance:

- (a) all of its right, title and interest in and to the Trade Marks; and
- (b) all other statutory or common law rights, powers, benefits and rights of action pertaining to the Trade Marks.

### **2.2 Other rights and reasonable assistance**

The assignment referred to in clause 2.1 includes all rights and benefits relating to the Trade Marks, including to apply for, and obtain, registration in all countries of the world for any Intellectual Property Rights or common law rights relating to or subsisting in the Trade Marks.

## **3. Governing law and jurisdiction**

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### **3.1 Governing law**

This deed is governed by and construed in accordance with the laws of Brisbane, Queensland.

### **3.2 Jurisdiction**

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Brisbane, Queensland.

## **4. Miscellaneous**

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### **4.1 Legal effect**

Each party acknowledges and agrees for the benefit of each other party that this document is intended to take effect as a deed. Each party executes this document with the intention that it will be immediately legally bound by this document.

### **4.2 Severability**

If a provision of this deed is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

# Trade Mark Assignment Deed



## 4.3 Counterparts

This deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this deed may deliver it to, or exchange it with, another party by emailing a pdf (portable document format) copy of the executed counterpart to that other party.

## 4.4 Whole agreement

This deed:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this deed; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

# Trade Mark Assignment Deed



## Schedule 1 – Trade Marks

Trade Mark	Trade Mark Number	Jurisdiction	Status	Owner
RENTALCOVER.COM	5014899	US	Registered	Cover Genius Pty Ltd
XCOVER	88643103	US	Pending	Cover Genius Pty Ltd
COVER GENIUS	88643048	US	Pending	Cover Genius Pty Ltd
COVER GENIUS	018132193	EM	Registered	Cover Genius Pty Ltd
XCOVER	018132194	EM	Registered	Cover Genius Pty Ltd
RENTALCOVER.COM	018132184	EM	Pending	Cover Genius Pty Ltd
COVER GENIUS	UK00003433687	UK	Registered	Cover Genius Pty Ltd
XCOVER	UK00003433703	UK	Registered	Cover Genius Pty Ltd
RENTALCOVER.COM	UK00003433675	UK	Pending	Cover Genius Pty Ltd
XCOVER	2000823	AU	Registered	Cover Genius Pty Ltd
COVER GENIUS	2000821	AU	Pending	Cover Genius Pty Ltd
RENTALCOVER.COM	2000822	AU	Pending	Cover Genius Pty Ltd

Trade Mark Assignment Deed



Signing page

Executed as a deed by Cover Genius Pty Ltd  
ACN 635 365 936 on the 3rd day of August  
2020

Director

CHRISTOPHER ROBERT BAYLEY

Print full name of Director

Director

ANGUS JAMES RIDLEY MCDONALD

Print full name of Director

Executed as a deed by Cover Genius Assets  
Pty Ltd ACN 159 983 598 on the 3rd day  
of August 2020

Director

CHRISTOPHER ROBERT BAYLEY

Print full name of Director

Director/Secretary

ANGUS JAMES RIDLEY MCDONALD

Print full name of Director/Secretary