

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ox Group International, LLC		03/05/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Ox Group Global Pty Ltd		
Street Address:	123 Bowden Street		
City:	Meadowbank, NSW		
State/Country:	AUSTRALIA		
Postal Code:	2114		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4411440		
Registration Number:	4466784	OX	
CORRESPONDENCE DATA			
Fax Number:	5625960416		
<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:	562-596-0116		
Email:	l.lofstrom@holmeslofstrom.com		
Correspondent Name:	Lori Lofstrom		
Address Line 1:	3800 Kilroy Airport Way, Suite 250		
Address Line 4:	Long Beach, CALIFORNIA 90806		
ATTORNEY DOCKET NUMBER:	U.S. TM RECORDAL #1		
DOMESTIC REPRESENTATIVE			
Name:	Lori Lofstrom		
Address Line 1:	3800 Kilroy Airport Way, Suite 250		
Address Line 4:	Long Beach, CALIFORNIA 90806		
NAME OF SUBMITTER:	Lori M. Lofstrom		
SIGNATURE:	/Lori M. Lofstrom/		
DATE SIGNED:	08/06/2014		

OP \$65.00 4411440

Total Attachments: 9

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DEED OF ASSIGNMENT OF TRADE MARKS (USA)

OX GROUP INTERNATIONAL LLC

and

OX GROUP GLOBAL PTY LTD ACN 158 429 997



Level 13, 276 Pitt Street, Sydney NSW 2000
Tel: (02) 8220 8700 | Fax: (02) 9232 3499 | www.dcstrategy.com

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DATED 05/03/2014 (the "Effective Date")

PARTIES

1. **OX Group International LLC** of 95 Dermody Street Cranford NEW JERSEY 07016 (USA) ("the Owner"); and
2. **OX Group Global Pty Ltd 158 429 997** of 123 Bowden Street Meadowbank NSW 2114 (Australia) ("the Assignee").

BACKGROUND

- A. The Assignee and Owner wish to have the change of ownership recorded on the Trade Mark Register in the relevant jurisdiction so as to give effect to the transfer of the Trade Mark and the Intellectual Property on the terms and conditions set out in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject or context inconsistent therewith:

- (a) **Bank** means a bank as defined in the Banking Act 1959 or a bank established by an Act of any Parliament of any State in Australia.
- (b) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- (c) **Deed** means this Deed of Assignment as amended from time to time.
- (d) **Intellectual Property** means all right, title and interest in and to the Trade Mark and subsisting in the Trade Mark, including any common law rights, good and reputation which may have been established in the Trade Mark.
- (e) **Price** means consideration of \$1.00 paid by the Assignee to the Owner for this assignment and transfer referred to.
- (f) **Schedule** means the schedule to this Deed.
- (g) **Trade Mark(s)** means the Trade Mark(s) described in **Item 1** of the Schedule including any rights arising under the *Australian Trade Marks Act 1995* and *U.S. Trademark Act 1946* attaching to the Trade Mark.
- (h) **Trade Marks Office** means a trade marks office or similar governmental agency responsible for the registration of trade marks in the jurisdiction pertaining to the Trade Mark.

2. INTERPRETATION

- 2.1 In the interpretation and application of this document the following rules apply unless the context otherwise requires:
- (a) Words importing the singular include the plural and vice versa.
 - (b) Words importing a gender include all other genders and vice versa.

- (c) Expressions importing a natural person include a corporation and vice versa.
- (d) This document is governed by the laws of the State of New South Wales and its courts are the exclusive forum for any dispute.
- (e) A covenant, agreement, warranty, obligation, liability or similar on the part of two or more persons binds each of them jointly and severally.
- (f) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document or part of it.
- (g) This document binds and ensures for the benefit of successors and permitted transferees or assigns of the parties.
- (h) Headings or margin notes in this document are for ease of reference only and do not affect the meaning or interpretation of this document.
- (i) A reference to any statutory enactment or any law includes that statutory enactment or law as amended, modified or re-enacted from time to time and all rules regulations or other subordinate legislation made under that statute.
- (j) If the day on or by which anything is to be done is not a business day then that thing must be done on or by the next business day. For the purposes of this document a business day is a day other than a Saturday, Sunday or Gazetted Public Holiday in the State of New South Wales.
- (k) Where any time period is to be calculated from a specified date, that date must be included in the calculation.
- (l) The provisions of this document cannot be varied except by a subsequent document executed by the parties expressed to vary or be made in substitution for this document.
- (m) It is not necessary for a party to this document to incur any expense or make any payment before enforcing a right of indemnity.
- (n) This document contains all agreements made between the parties in relation to the subject of this document.

3. ASSIGNMENT OF TRADE MARKS AND INTELLECTUAL PROPERTY

3.1 The Owner assigns and transfers to the Assignee absolutely and beneficially and free of all encumbrances:

- (a) All of the Owner's right, title and interest in and to the Trade Marks;
- (b) All other Intellectual Property related to the Trade Marks;
- (c) Any other benefit or advantage arising from the use of the Trade Marks including any goodwill, reputation and all common law rights which may arise or have arisen as a result of use by the Owner of the Trade Marks.

4. ASSIGNEE'S OBLIGATION

The Assignee will at its own cost and expense sign all documents and do all acts and things necessary to give effect to the transfer and assignment of the Trade Marks, including (where an application for registration has been made for the Trade Marks) providing a copy of this Deed of Assignment to The US Patents and Trademarks Office and applying to the Registrar of Trade Marks for the assignment or transmission to be recorded in the Register of Trade Marks. The Owner will sign all documents that are necessary to give effect to the transfer and assignment of the Trade Marks.

5. ASSIGNEE'S WARRANTIES AND INDEMNITY

- 5.1 The Assignee represents and warrants to the Owner that it has the right to enter into and perform its obligations pursuant to this Deed.
- 5.2 The Assignee will indemnify the Owner for all loss, damage, costs and expenses which the Owner may suffer or incur in relation to any application made to the Trade Marks Office in relation to the Trade Marks, including any application to record the assignment or transmission of the Trade Marks and any fees payable in relation to the Trade Marks and the transfer and assignment to the Assignee.

6. NON MERGER

The provisions of this document that are capable of having effect after completion of any transaction referred to in this document including without limitation warranties and indemnities do not merge on completion of any transaction referred to in this document

7. FURTHER ASSURANCES

The parties each agree to sign all documents and do all things reasonably required to give full effect to the transactions recorded in this document.

8. SEVERABILITY

As far as is possible this document is to be construed so as not to be void, voidable, unenforceable or illegal, but if any part of this document is void, voidable, unenforceable or illegal by operation of any law, then the offending part of this document as far as is possible is to be read down to the extent necessary to make sure that it is not invalid, unenforceable or illegal but if it cannot be so read down then it is to be deemed severed without affecting the remainder of the document which will continue to apply as amended.

9. WAIVER

A waiver by any party of breach of any provision in this document or any rights arising under it is not effective unless that waiver is in writing and is signed by the party granting the waiver. No waiver will vitiate the remainder of this document, which will continue to apply, nor will it prevent the exercise of any other provision or part of this document or any other right arising under it.

10. NOTICES

- 10.1 A notice or communication to be served or given under this document must be in writing and may be served or given by any lawful means of service including without limitation service by hand delivery, ordinary, certified or registered pre-paid post or by facsimile transmission. The date a notice is deemed served, given and received is:
- (a) If delivered by hand, the day of delivery but if delivery takes place after 4:00 pm on a business day or on a day that is not a business day then it is deemed served, given and received on the next business day;
 - (b) If posted, seven (7) business days after the day it is posted;
 - (c) If by facsimile transmission, on the day of transmission but if transmission is not on a business day or is not completed by 4:00 pm on a business day then it is deemed served, given and received the next business day.

10.2 The address and facsimile number at which a party may be served or given notices under this document is its address and facsimile number as appearing in this document or such other address or facsimile number for service it notifies the other parties of in writing.

11. COSTS AND STAMP DUTY

11.1 The Assignee will be responsible for all legal and other costs, fees and expenses of and incidental to:

- (a) The preparation, negotiation, completion, stamping and recordal of this document and a counterpart of it and any certified copy of it required by either Party;
- (b) Any consent required under this document or sought by the Assignee;
- (c) The release of any charge or other encumbrance over the Trade Marks; and
- (d) Any default by the Assignee in observing or performing any covenants or agreements contained or implied in this document.

11.2 All Stamp Duty payable on this document and all counterparts of it or in consequence of any of the provisions contained in this document must be paid by the Assignee.

12. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together will constitute one and the same instrument.

Executed by the Parties as an Agreement

Executed by the Owner

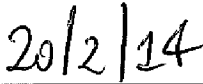
EXECUTED BY OX GROUP INTERNATIONAL LLC



Signature of Officer, Manager or Other Person with Authority to Bind the Company



Name and Title of Signatory



Date

Executed by the Assignee

EXECUTED BY OX GROUP GLOBAL PTY LTD ACN 158 429 997
in accordance with section 127(1) of
the Corporations Act 2001 (Cth):



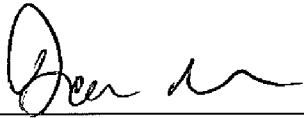
Signature of Director



Name of Director (please print)



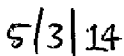
Date



Signature of Director/Company Secretary



Name of Director/Company Secretary (please print)



Date

SCHEDULE

Item 1

Trade Marks:

U.S. Registration Number: 4411440 "Charging Ox Logo"

U.S. Registration Number: 4466784 "OX"