



Deed of Assignment of Intellectual Property Rights



TABLE OF CONTENTS

PARTIES:	3
PREAMBLE:	3
1. DEFINITIONS AND INTERPRETATION	3
2. ASSIGNMENT	5
3. WARRANTY	5
4. ASSISTANCE	5
5. NOTICES.....	6
6. IMPLIED WARRANTIES	6
7. WAIVER.....	6
8. UNENFORCEABILITY.....	6
9. ENTIRE AGREEMENT	7
10. AMENDMENT.....	7
11. NO MERGER	7
12. NO AGENCY OR PARTNERSHIP.....	7
13. FURTHER ASSURANCES	7
14. COUNTERPARTS	7
15. GOVERNING LAW.....	7
16. CONFIDENTIALITY.....	8
17. SPECIAL CONDITIONS.....	8
EXECUTED AS A DEED.....	9
SCHEDULE.....	10

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS DEED is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as “**the Assignor**”
2. The party identified in the Schedule and hereinafter referred to as “**the Assignee**”

PREAMBLE:

- A. The Assignor is the owner of all of the intellectual property rights in the Products identified in the Schedule.
- B. The Assignor has agreed to transfer all of the intellectual property rights in the Products to the Assignee for the consideration specified in the Schedule and on the terms and conditions of this Deed.
- C. The parties have entered into this Deed to formalize the agreement of the Assignor to assign all such intellectual property rights to the Assignee.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following definitions apply unless the context otherwise requires:

“**Deed**” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“**Intellectual Property Rights**” means all rights in copyright, patents, registered and unregistered trademarks, registered designs, circuit layouts, semi conductor chip layouts, trade secrets and all other rights of intellectual property as recognized by the law in force in the jurisdiction specified in the Schedule.

“**Products**” means the product or products the subject of this assignment of intellectual property rights as identified in the Schedule.

- 1.2 For the purposes of interpretation of this Deed: