

ASSIGNMENT OF INTELLECTUAL PROPERTY

This deed is dated

between

Winning Team to be Named of Address to be entered here, Select state (**Assignor**);

and

Arludo Pty Ltd, ACN 606994950 of 1 Jasmine Street, Botany, New South Wales, 2019 (**Assignee**).

BACKGROUND

- (A) The Assignor is the holder of the Intellectual Property and wishes to assign its interest in the Intellectual Property on the terms of this deed.
- (B) The Assignee wishes to accept the assignment of the Intellectual Property on the terms of this deed.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1. Definitions

Assignment Date means 9th October 2023.

Assignment Fee (Inc. GST) means \$0

Conditions Precedent means the conditions precedent in clause 4.1.

Intellectual Property means the intellectual property to be assigned under this deed and which is listed in schedule 1 of this deed.

Moral Rights means the right of attribution, the right not to be falsely attributed, and the right of integrity.

1.2. Interpretations

In this deed unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) a reference to a clause or part of a clause is a reference to that clause or part of a clause of this deed;
- (c) the singular includes the plural and vice versa;

- (d) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (e) a reference to any gender includes all genders;
- (f) a reference to a clause or schedule is to a clause or schedule of this deed;
- (g) a reference to \$ is to Australian currency;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (i) where an expression is defined anywhere in this deed it has the same meaning throughout.

1.3. Headings

In this deed, headings are for convenience of reference only and do not affect interpretation.

2. Payment

The Assignee must pay the Assignment Fee, if any, to the Assignor upon signing this deed.

3. Assignment and acceptance

3.1. Assignment

- (a) With effect on and from the Assignment Date, the Assignor assigns to the Assignee all of its rights to, and title and ownership of, the Intellectual Property, on the terms and conditions of this deed.
- (b) The assignment in clause 2(a) includes:
 - (i) all right, title and interest in and to all rights subsisting, or which may in the future subsist, in or be conferred to the Intellectual Property anywhere in the world;
 - (ii) all other statutory and common law rights powers, benefits and rights of action pertaining to the Intellectual Property;
 - (iii) all right, title and interest in registered Intellectual Property and including the right to be listed as the owner;
 - (iv) the right to renew or make fresh applications for registration of any of the Intellectual Property;
 - (v) the right to institute and maintain proceedings for any infringement of any of the Intellectual Property; and
 - (vi) all other statutory and common law rights, powers, benefits and rights of action pertaining to the Intellectual Property.
- (c) Despite anything in clause 2(a), the assignment in clause 2(a) excludes:
 - (i) all Moral Rights, and similar personal rights, which by law are non-assignable; and

- (ii) any right to claim (and retain) damages and other remedies in relation to those non-assignable personal rights.

3.2. Acceptance by Assignee

The Assignee accepts the assignment from the Assignor of all of its rights, title and ownership to the Intellectual Property effective from the Assignment Date.

3.3. No claim by Assignor

On and from the Assignment Date, the Assignor must not:

- (a) claim any ownership of the Intellectual Property; nor
- (b) do anything to prejudice or interfere with the Assignee's right, title or interest in the Intellectual Property.

4. Completion

On the Assignment Date, the Assignor will deliver to the Assignee the physical possession and control all material forms and embodiments (including those stored in electronic or similar media) of the Intellectual Property. This includes:

- (a) original registration certificates for Intellectual Property that is registered (for example, trade marks, patents and designs);
- (b) an executed form assigning the ownership of all of the Intellectual Property in the form required by the relevant body governing that Intellectual Property (for example IP Australia and domain name registry); and
- (c) any drafts or submitted applications for registration of any Intellectual Property.

5. Further assurances

- (a) If requested by the Assignor, the Assignee must provide the Assignor with any documents, information or things within the Assignee's possession or control necessary to enable the Assignor to register the transfers under this deed.
- (b) The Assignor must promptly do all things (including assisting in relation to any litigation) as may be considered by the Assignee to be necessary in order to give effect to the provisions of this deed and the transactions contemplated by it, including preventing, or obtaining other remedies from, others infringing any of those rights or interests.
- (c) A reference to Assignee in clause 5(b) includes its licensees, contractors, assignees and successors and their licensees, and any other person authorised by any of them.

6. Termination

- (a) This deed may be terminated by mutual written agreement between the parties.
- (b) Either party may terminate this deed if the other party has breached a term of this deed which:
 - (i) has not been remedied after a reasonable period of notice; or

- (ii) is incapable of remedy.
- (c) A party may terminate this deed by notice in writing to the other party if:
 - (i) the other party suffers an insolvency event; or
 - (ii) there is a change in ownership of the shares of the defaulting party.

7. Assignor warranties

The Assignor warrants to the Assignee that, at the date of this deed and at all times until the Assignment Date:

- (a) the Assignor is and will remain the legal and beneficial holder of the Intellectual Property;
- (b) the Assignor is entitled to transfer the Intellectual Property in accordance with this deed;
and
- (c) the Intellectual Property is not subject to any other assignment agreement.

8. Notices

- (a) In this deed, notices include any approvals, consents, instructions, orders, directions, statements, requests and certificates or other communications that may be given, or are required to be given, under this deed.
- (b) Unless expressly stated otherwise in this deed, all notices must be:
 - (i) in writing;
 - (ii) if the party is a company, signed by the company's directors or solicitors; and
 - (iii) either left at the registered address of the recipient of the notice, sent by prepaid ordinary post, sent by email, or given in any other way permitted by law.
- (c) All notices take effect from the time they are received unless a later time is specified.
- (d) If a notice delivered after 5pm on any day, the notice will be deemed to have been received at the commencement of business on the next business day.

9. General provisions

9.1. Capacity to enter into deed

Each party represents and warrants to each other party that it has the power to execute, deliver and perform its obligations under this deed.

9.2. Assignment

No party to this deed may assign all or any of its rights or obligations under this deed without the prior written consent of the other parties.

9.3. Applicable law

This deed is governed by the laws of and the parties submit to the jurisdiction of the courts of .

9.4. Amendments

This deed may not be varied except in writing signed by all of the parties.

9.5. Severability

If any provision of this deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

9.6. Further assurances

Each party must do anything necessary (including executing forms, agreements, deeds and documents) at their own cost to give full effect to this deed and the transactions contemplated by it.

9.7. Costs and stamp duty

- (a) The Assignor agrees to pay the Assignee's cost arising out of the negotiation, preparation and execution of this deed.
- (b) All stamp duty (including fines, penalties and interest) payable on or in connection with this deed and any instrument executed under or any transaction evidenced by this deed must be borne by the Assignee.

Executed as a Deed on

Executed by Winning Team to be Named in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Witness

Executed for the Assignee by its authorised representative:

.....
Director / Company Secretary

.....
Name of Director/Company Secretary

SCHEDULE 1 Intellectual Property

Name/image	Registration details (if applicable)
The game design for the science game outlined in the submission for Arludo's Game Design Challenge in 2023	