



DEED OF COPYRIGHT ASSIGNMENT

BETWEEN

Company Pty Ltd ACN 666 555 333 (the “Assignor”)

AND

Other Company Pty Ltd ACN 666 999 777 (the “Assignee”).

DEED OF COPYRIGHT ASSIGNMENT

MADE THE _____ DAY OF _____ 20____

BETWEEN: Company Pty Ltd ACN 666 555 333 of 1 Sydney Street Sydney 2000
(the “Assignor”)

AND Other Company Pty Ltd ACN 666 999 777 of 1 Brisbane Street Brisbane
7000 (the “Assignee”)

RECITALS:

- A. The Assignor is the copyright owner of the Work described in the Schedule and the Assignor is able to assign the copyright free of all encumbrances and adverse interests.
- B. The parties have agreed to enter into this Deed to assign the copyright in the Work to the Assignee on the terms and conditions set out in this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 The Assignor hereby assigns to the Assignee all of the Assignor’s right, title and interest in the Work and all other intellectual property rights in the Work including any copyrights throughout the world and the Assignee hereby accepts such assignment.

2. WARRANTIES

2.1 The Assignor warrants that:

- (a) the Assignor is the sole and exclusive owner of the copyright in the Work;
- (b) the Work is original and does not infringe the rights of any third party;
- (c) copyright under the *Copyright Act* 1968 (Cth) as amended subsists in the Work;
- (d) there is no current charge, mortgage or encumbrance which in any way secures the copyright in the Work;
- (e) the Assignor has not previously assigned, licensed or granted any other right to any person to use the copyright or any part thereof in the Work;
- (f) no individual is the owner of any moral rights under Part IX of the *Copyright Act* 1968 (Cth);
- (g) this Deed is a valid assignment of all its right, title and interest in the Work and in the copyright in the Work.

Initial: _____

3. UNDERTAKINGS

3.1 Each party agrees to make, do and execute all such other documents, acts, matters or things whatever which may be necessary or desirable to give full effect to the provisions of this Deed.

4. ACKNOWLEDGEMENT BY ASSIGNEE

4.1 The Assignee represents to the Assignor that he/she/it has carried out due inquiries as to the copyright in the Work and the Assignee has satisfied himself/herself/itself as to the suitability, fitness for purpose and utility of the copyright in the Work AND the Assignor gives no warranty and makes no representation in respect thereto and to the extent to which the law might imply any term as to suitability, fitness for purpose and utility THEN the parties expressly agree that all such implied terms are to the fullest extent permitted by law hereby excluded.

4.2 The Assignee acknowledges that he/she/it is not relying upon any representation, undertaking or other statement by the Assignor as to the content of the Work, how the Work can be used or as to any other feature of the Work AND has relied exclusively upon its/his/her own assessment as to suitability, fitness for purpose and utility of the Work.

5. CONSIDERATION

5.1 The consideration for this assignment is the payment of five hundred thousand Dollars (\$500 000) by the Assignee to the Assignor made simultaneously with the exchange of signed counterparts of this Deed, the receipt of which is hereby acknowledged by the Assignor.

6. GST

6.1 Where this assignment constitutes a supply for the purposes of the Goods and Services Tax legislation in Australia, the Assignor will provide a tax invoice to the Assignee for the amount of the consideration referred to in Clause 5 plus GST and the Assignee will pay to the Assignor in addition to the consideration the said amount of GST.

SCHEDULE

COPYRIGHT ITEM

All Training Material call "Apain starter pack"

EXECUTED AS A DEED ON THE DAY FIRST MENTIONED.

SIGNED AS A DEED BY)
Company Pty Ltd)
ACN 666 555 333 pursuant to)
Section 127 of the *Corporations Act* 2001)
(Cth) in the presence of:

Director
Print Name:

Signature of Witness
Print Name:

Director/Secretary
Print Name:

SIGNED AS A DEED BY)
Other Company Pty Ltd)
ACN 666 999 777 pursuant to)
Section 127 of the *Corporations Act* 2001)
(Cth) in the presence of:

Director
Print Name:

Signature of Witness
Print Name:

Director/Secretary
Print Name:

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS