

DEED OF ASSIGNMENT OF COPYRIGHT

DATED THE 26TH DAY OF FEBRUARY 2009

BETWEEN

Minale Bryce and Partners Pty Ltd ACN 010 236 870 (the "Assignor")

AND

Spine Society of Australia (the "Assignee")

MS

DEED OF ASSIGNMENT OF COPYRIGHT

THIS DEED OF ASSIGNMENT made the 16 / 2 / 2009

BETWEEN: Minale Bryce and Partners Pty Ltd ACN 010 236 870
(the “Assignor”);

AND: Spine Society of Australia (the “Assignee”)

RECITALS

- A.** The Assignor is a company whose business is the design and creation of artwork and materials.
- B.** The Assignor was engaged by the Assignee to create and produce the Materials and in the course of doing so has created artwork, designs, sketches and drawings relating to or forming part of the Materials.
- C.** The Assignee has paid the Assignor for all of the Materials and has requested the Assignor to assign to the Assignee all of the Copyright which the Assignor holds in the Materials so that the Assignee will be the absolute owner of all of the Copyright in the Materials.
- D.** The Assignor has agreed on the terms contained in this Deed to assign to the Assignee all Copyright that is has now or may have at any time in the future in the Materials.

BY THIS DEED OF ASSIGNMENT

1. DEFINITIONS

1.1 In this Deed of Assignment these words and phrases have the following meanings:

“**Assign**” means to assign, transfer and convey all the titles and interests of whatsoever kind of nature in copyright and/or Intellectual Property both at law and in equity.

“**Assignment**” means assignment, transference and conveyance of the said titles and interests.

“Assignee’s Property” means all the property, whether tangible or intangible belonging to the Assignee which at any time is in the possession or control of the Assignor for the purposes of being used by it in creating the Materials.

“Copyright” means copyright as defined in or capable of protection under the *Copyright Act.1968 (Cth)* as amended.

“Deed” means this Deed of Assignment.

“Dollars” means Australian dollars

“Intellectual Property” includes all intellectual property of whatsoever kind or nature recognized at law, in equity or by legislation including without limitation all copyright, designs, trade marks, logos, domain names, business names and patents whether existing now or at any time in the future, to the extent the Deed may have future application.

“Legislation” means all Australian statutes, regulations, by-laws, codes and rules applying at any time and regulating or relating to anything in this Deed.

“Materials” means all works created by the Assignor for or on behalf of or at the request of the Assignee or any Related Entity or Related Body Corporate including without limitation all designs of logos, all artwork and designs of letterheads packaging, displays, advertising, brochures, business cards, folders, books, instructions guides, training manuals and other documents or materials including where applicable any materials in electronic form or as film advertising or display purposes without limiting this definition, all of the Materials described in the Schedule.

“Person” includes a natural person and includes any entity or body corporate recognized at law.

“Related Entity” has the meaning given to it in Section 9 of the *Corporations Act 2001*.

“Related Body Corporate” has the meaning given to it in Section 9 and Section 50 of the *Corporations Act 2001*.

2. CONSIDERATION

2.1 In consideration of payment by the Assignee to the Assignor of the sum of Five Hundred Dollars (excluding GST) (AUD \$500) (the receipt of which is acknowledged by the Assignor), the Assignor has entered into this Deed.

3. ASSIGNMENT BY THE ASSIGNOR

3.1 The Assignor absolutely and unconditionally Assigns to the Assignee all of its rights, title and interest both at law and in equity in and to all Copyright and Intellectual Property it has either on its own or with any other Person in the Materials. With respect to Copyright, this assignment is made pursuant to Section 196 and 197 of the *Copyright Act*.

3.2 If for whatever reason the Assignment of any part of the Materials is not effectively Assigned by the Assignment in Clause 3.1, then the Assignor covenants with the Assignee that to the extent it holds any interest of any kind whatsoever in the Materials including any interest in the Copyright therein, then it holds the same as a bare trustee for the Assignee and will promptly upon request by the Assignee Assign such interest to the Assignee or as the Assignee may in writing direct.

3.3 The Assignor further covenants with the Assignee that if requested by the Assignee it will do all acts and execute all documents as are reasonably required by the Assignee in order to more fully Assign or complete any such Assignment or the Copyright and/or Intellectual Property in the Materials to the Assignee.

4. COVENANT NOT TO DISPUTE OWNERSHIP

4.1 The Assignor covenants with the Assignee that it will not after the date hereof claim any interest whether or at law or in equity or by statute in any Copyright or Intellectual Property in the Materials and will not dispute the Assignee's entitlement to be the sole, exclusive and absolute owner of all of the Copyright and Intellectual Property in the Materials.

5. ASSIGNEE'S PROPERTY

5.1 To the extent to which the Assignor has in its possession any of the Assignee's Property, the Assignor covenants that it will only use the Assignee's Property for the sole and exclusive benefit of the Assignee and will not use the Assignee's Property for any other use or purpose other than for professional publicity to identify the designer.

5.2 In the event that the Assignee terminates its contractual arrangements with the Assignor, then the Assignor covenants that it will not use any residual material for other purposes.

6. COSTS AND PAYMENTS

6.1 The Assignee will pay any costs or expenses associated with this Deed of Assignment, the assignment of Copyright including the payment of stamp duty (if any).

6.2 The Assignee will pay all moneys owing to the Assignor promptly and simultaneously with the Assignor returning all the Assignee's Property.

6.3 Except for the payment referred to in clause 2.1, the Assignor will not charge any fee to the Assignee for the Assignments in this Deed.

7. CONFIDENTIALITY

7.1 The Assignor covenants with the Assignee that it will at all times keep confidential and not disclose to any Person any information relating to Materials, or any information provided by the Assignee to the Assignor which by its nature is confidential or is marked "confidential", "private" "secret" or "not to be disclosed" ("Confidential Information").

7.2 The Assignor covenants with the Assignee that it will not at any time give any Person access to any document containing any such Confidential Information.

8. WHOLE AGREEMENT

8.1 This Deed contains the full understanding of the parties to this Agreement with respect to the Assignment and ownership of Copyright and Intellectual Property in the Materials and it may not be amended or otherwise varied except in writing and signed by the parties affected by any such amendment or variation.

9. SURVIVAL CLAUSES

9.1 All of the clauses of this Deed of Assignment survive termination of this Deed for any reason and continue to be binding upon the parties.

10. COUNTERPARTS

10.1 This Deed may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument and this Deed.

11. JURISDICTION

11.1 This Agreement is governed by the laws of Australia and the parties submit to the exclusive jurisdiction of the Courts of Australia.

12. INDEPENDENT LEGAL ADVICE

12.1 The parties to this Deed of Agreement acknowledge and represent to each other that they have had the opportunity to obtain separate legal advice as to the terms of this Deed of Assignment and as to their obligations, rights and liabilities under this Deed of Assignment. Each party relies on the acknowledgement and representation given in this clause by each other party.

SCHEDULE

The Materials include all artwork, logo, typography and colours created for the Spine Society of Australia designs as attached.

1. The logo consisting of the 'Spine Society of Australia' symbol (symbol copyright being owned by Spine Society Australia) and the text 'Spine Society Australia' in a grey and green box
2. The 'Spine Society of Australia' letterhead template with the Spine Society of Australia logo.
3. The 'Spine Society of Australia' website concept design including colours and layout for sample pages.
4. The artwork template for the 'Spine Society of Australia' scientific meeting conference brochure.
5. The artwork template for the 'Spine Society of Australia' scientific meeting conference booklet.
6. The artwork template for the 'Spine Society of Australia' award certificates.
7. The artwork template for the 'Spine Society of Australia' newsletter.

EXECUTED AS A DEED

SIGNED AS A DEED BY)
Minale Bryce and Partners Ltd)
ACN 010 236 870, the Assignor,)
Pursuant to Section 127 of the)
Corporations Act 2001 in the)
Presence of:



Director

18/2/09

Print Name:

S. C. Hollins
Signature of Witness

MICHAEL MIN BRYCE

Director/Secretary

Print Name:

SOSAN CORAINE HOLLINS
18/2/2009

Print Name:

SIGNED AS A DEED BY)
Spine Society of Australia, the Assignee,)
in the presence of:



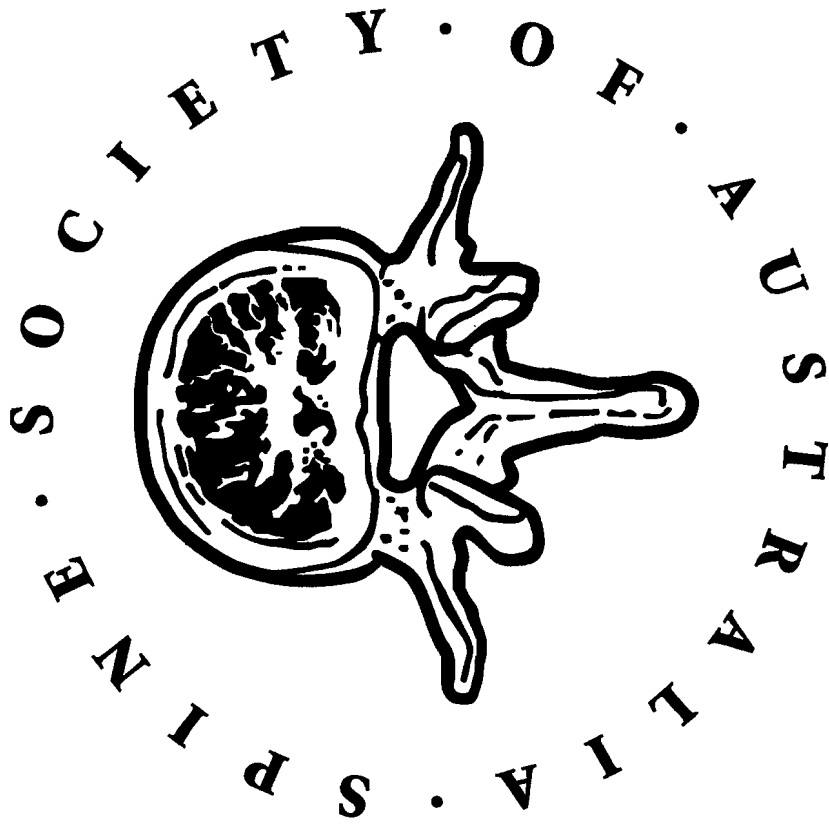
P. McCombe
Signature of Witness

Signature

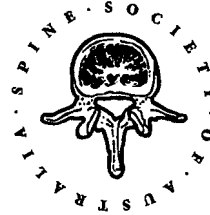
Print Name: SUSAN M'COMBE

Print Name: PETER M'COMBE
(PRESIDENT)

SPINE SOCIETY OF AUSTRALIA



MS

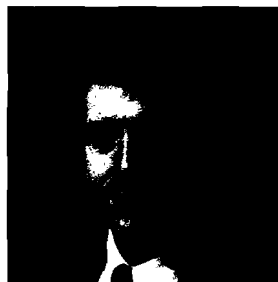


**SPINE
SOCIETY OF
AUSTRALIA**

The Organising Committee welcomes you to the

**2006
ANNUAL SCIENTIFIC
MEETING OF THE
SPINE SOCIETY
OF AUSTRALIA
CONFERENCE**

**28 – 30 APRIL 2006
SOFITEL WENTWORTH SYDNEY
SYDNEY, AUSTRALIA**



International Guest Speaker

Dr Alexander Vaccaro
USA

Dr Ian Farey
PRESIDENT

Dr Andreas Loeffler
CONVENOR

Associate Professor Bruce McPhee
SCIENTIFIC SECRETARY

The 2006 Spine Society Conference has been approved for CPD points by the Australian Orthopaedic Association for 17 Hours under Category 1. The 2006 Spine Society Conference has been approved as part of the RACS CPD program. Fellows who attend can claim 17 points in Category 4 Maintenance of Knowledge and Skills.



WEBSITE
GRAPHICS
STYLEGUIDE

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MS



SPINE SOCIETY OF AUSTRALIA

THE MEDTRONIC SPINAL RESEARCH AWARD

for the best paper on Spine Research presented
at the Annual General Meeting of the Spine
Society of Australia is awarded to

ASHISH DIWAN

TITLE OF PAPER

Effects of op-1 on a posterolateral intertransverse
spinal fusion model of osteoporitic rats.

PRESIDENT

25 May 2007

DATE

SECRETARY

INVOICE

16.2.09

TO

SPINE SOCIETY OF AUSTRALIA

FROM

MINALE BRYCE & PARTNERS PTY LTD

FOR

ASSIGNMENT OF COPYRIGHT
IN THE CORPORATE IDENTITY
AND PRINT MATERIAL OF THE
SPINE SOCIETY OF AUSTRALIA

AS PER DEED OF ASSIGNMENT
DATED 16TH FEBRUARY 2009

THE SUM OF

FIVE HUNDRED DOLLARS (\$500)

PLUS GST

M. Bryce

MINALE BRYCE & PARTNERS

ABN 82010236870

POST CHEQUE TO

PO BOX 9486

DEAKIN VIC 2600

M + 61 (0)419 204 888

E mb@minalebryce.com.au
