

AGREEMENT FOR ASSIGNMENT, FUTURE ASSIGNMENT AND CO-OWNERSHIP OF INTELLECTUAL PROPERTY

AGREEMENT made this _____ day of _____ 2010 in respect of an assignment effective as of the _____ day of _____ 2010

BETWEEN Waitakere City Council, of Waitakere Central, Private Bag 93109, Henderson 0650, Auckland, New Zealand, ("WCC")

AND Keep Waitakere Beautiful Trust, of PO Box 15215, New Lynn, Auckland 0600, New Zealand ("KWBT")

BACKGROUND

A. WCC is the proprietor of:

(i) the trade marks which are specified in Schedule A of this Agreement (the "Trade Marks"); and

(ii) any get-up and copyright in works relating to the Trade Marks;

(The Trade Marks and copyright collectively referred to as the "Intellectual Property".)

B. WCC has agreed to assign the Intellectual Property together with the goodwill of a business or activity concerned in any services for which the Trade Marks are registered in New Zealand as of the EFFECTIVE DATE to WCC and KWBT as co-owners of the Intellectual Property and goodwill.

C. The parties have agreed that WCC's right, title and interest in the Intellectual Property will be assigned to the new Auckland Council on 1 November 2010.

D. The parties also wish to confirm and record their individual and collective rights as co-owners of the Intellectual Property.

E. The parties wish to record the terms of their agreement as follows.

IT IS AGREED AS FOLLOWS

A. ASSIGNMENT

1. In consideration of the sum of one dollar (NZ\$1.00) paid by KWBT to WCC (payment and sufficiency of which WCC acknowledges), WCC assigns to KWBT and WCC as co-owners, the Intellectual Property as of the EFFECTIVE DATE together with

1.1. The goodwill of the business or activity concerned in the services for which the Trade Marks are registered in New Zealand;

1.2. Pursuant to clause 14 of this Agreement, the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Intellectual Property which may have occurred prior to the EFFECTIVE DATE and to retain any damages obtained as a result of any such action; and

- 1.3. All statutory and common law rights attaching to the Intellectual Property.
2. KWBT shall execute such further documents and do such further acts as WCC may reasonably require from time to time by way of further assurance of the rights herein assigned.

B. FUTURE ASSIGNMENT

3. Pursuant to the Local Government (Tamaki Makaurau Reorganisation) Act 2009, the rights of WCC under this agreement will vest in the new Auckland Council. KWBT and WCC agree to sign a confirmatory assignment document acknowledging the assignment of the Intellectual Property and goodwill to the new Auckland Council and KWBT as co-owners on 1 November 2010.
4. As part of this confirmatory assignment document, the terms of co-ownership will be stated and will be equivalent to the terms of this Agreement unless otherwise agreed in writing between the parties. For the avoidance of doubt, the portion of ownership between the new Auckland Council and KWBT will be 50% to each of the two new co-owners.
5. KWBT agrees to execute any necessary or desirable documentation required to effect this assignment or to confirm the assignment to the new Auckland Council and KWBT as co-owners, and/or to record such assignment at the Intellectual Property Office of New Zealand within 28 days of such a request being made by WCC or to the new Auckland Council.

C. TERMS OF CO-OWNERSHIP

6. All rights, title and interest in the Intellectual Property including the goodwill, and any intellectual property rights developed in the future relating to the **TRASH TO FASHION** brand, including any future trade mark applications, are to be jointly owned by KWBT and WCC in the following portions:

50% WCC
50% KWBT

7. Any commercial benefit flowing from the Intellectual Property (which may include profit from or provision of related services provided in conjunction with the Intellectual Property) should be shared between WCC and KWBT in the following portions:

50% WCC
50% KWB

For the avoidance of doubt, "profit" will be calculated on gross income flowing from the Intellectual Property, after repayment of expenses and/or costs incurred by either party in relation to generating that income.

8. WCC and KWBT agree that they shall act in good faith at all times in relation to all matters arising in connection with the Intellectual Property and this Agreement.
9. Subject to paragraph 3, neither KWBT nor WCC may assign its interest in the intellectual property or goodwill, to any third party without the prior written consent of the other party (which will not be unreasonably withheld).
10. In the event that one party wants to assign its interests in the Intellectual Property, the other party will have the first right of refusal in receiving an assignment of the

Intellectual Property. The party wishing to assign will not offer the Intellectual Property on more favourable terms to any other party and if its terms are amended for potential sale on those terms to the other party.

11. Neither KWBT nor WCC may licence its interests in the Intellectual Property, to any third party without the prior written consent of the other party.
12. WCC and KWBT will share equally all fees and expenses relating to the maintenance of the Trade Marks including any renewal costs and costs associated with the assignment of the Trade Marks.
13. KWBT and WCC will be jointly responsible for maintaining protection of the Intellectual Property including any new trade mark applications necessary to protect new variations of the **TRASH TO FASHION** brand.
14. In the event of any infringement of or attack upon the Intellectual Property, the parties shall enter discussions with a view to agreeing on an appropriate course of action. If the parties can not agree on a course of action, a party wishing to proceed with a course of action shall be entitled to do so, but at its own cost and with the right to take the benefit of all damages awarded to it or monies recovered in any settlement reached in consequence of such proceedings.
15. A party bringing proceedings on its own pursuant to clause 14 shall indemnify the other party in respect of any legal costs or damages awarded against that other party.
16. Each party agrees that it will not deliberately take any action reasonably likely to bring the Intellectual Property or either of the parties into disrepute. The parties also agree not to treat the Intellectual Property in a derogatory manner.
17. The parties agree that each party can itself use the Intellectual Property independently of the other provided that the Intellectual Property is only used in relation to the **TRASH TO FASHION** Schools Project and any associated workshops and activities relating to the Schools Project or in any other way agreed between the parties including in relation to any future national **TRASH TO FASHION** event agreed between the parties.
18. The parties agree that they can only use the **TRASH TO FASHION** brand in the form that it is registered (as set out in the **attached** schedule) or as varied with the agreement of both parties. Any decision or proposed course of action affecting the Intellectual Property must be unanimously agreed to by both parties. If the parties are unable to reach agreement on any course of action relating to the Intellectual Property, the matter may be dealt with under the dispute resolution procedure set out in paragraph 22.
19. The Agreement shall be binding upon and inure to the benefit of the parties hereto and to the successors and assigns of the parties.
20. Either of the parties may terminate this Agreement if the other party is in breach of the Agreement and fails to remedy the breach within thirty (30) days of being notified of the breach.
21. Any modification to or variation of this Agreement must be in writing and signed by all parties.
22. The parties will attempt to resolve any dispute that arises out of or in relation to this agreement by good faith discussions. If the matter is not resolved within fourteen (14) working days of it being raised by any party, the matter shall be referred to

mediation before a mediator mutually agreed on by the parties, or appointed by the President of the Auckland District Law Society if the parties are unable to agree. This clause does not prevent any party seeking urgent interim relief from an appropriate court. In the event that a dispute can not be resolved through mediation, then either party, by notice in writing, may refer the dispute to be determined by arbitration.

- 23. The parties will bear their own costs and expenses incurred in connection with the preparation negotiation and execution of this Agreement.
- 24. This Agreement and any dispute arising under or in relation to this Agreement, or the Intellectual Property shall be governed and construed under the laws of New Zealand

IN WITNESS WHEREOF the parties each have executed this Agreement as follows:

SIGNED ON BEHALF OF:
WAITAKERE CITY COUNCIL by:

Authorised Signatory
Date

In the presence of:

Witness signature

Witness name

Address

Occupation

SIGNED ON BEHALF OF
KEEP WAITAKERE BEAUTIFUL TRUST by:

Authorised Signatory
Date

In the presence of:

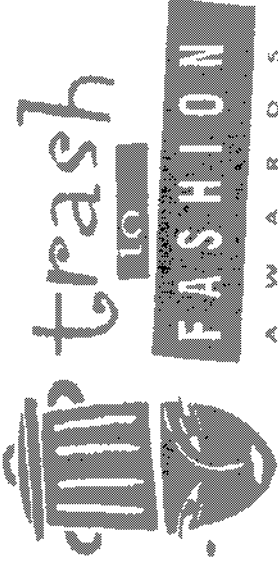
Witness signature

Witness name

Address

Occupation

SCHEDULE A

NUMBER	MARK	CLASS	GOODS
628612		41	Educational and entertainment services, including multicultural educational and entertainment services; all the aforesaid services being related to the production and management of a fashion show, and exhibition of works of art, and including educational services in the use of recycling natural, organic and biodegradable material to provide a form of entertainment in the nature of fashion shows, including fashion shows for aspiring fashion designers.
628611	TRASH TO FASHION	41	Educational and entertainment services, including multicultural educational and entertainment services; all the aforesaid services being related to the production and management of a fashion show, and exhibition of works of art, and including educational services in the use of recycling natural, organic and biodegradable material to provide a form of entertainment in the nature of fashion shows, including fashion shows for aspiring fashion designers.
788714	T2F	41	educational and entertainment services, including multicultural educational and entertainment services; educational and entertainment services in relation to the production and management of a fashion show, and exhibition of works of art, and including educational services in the use of recycling natural, organic and biodegradable material to provide a form of entertainment in the nature of fashion shows, including fashion shows for aspiring fashion designers

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TRASH TO FASHION
TRASH TO FASHION

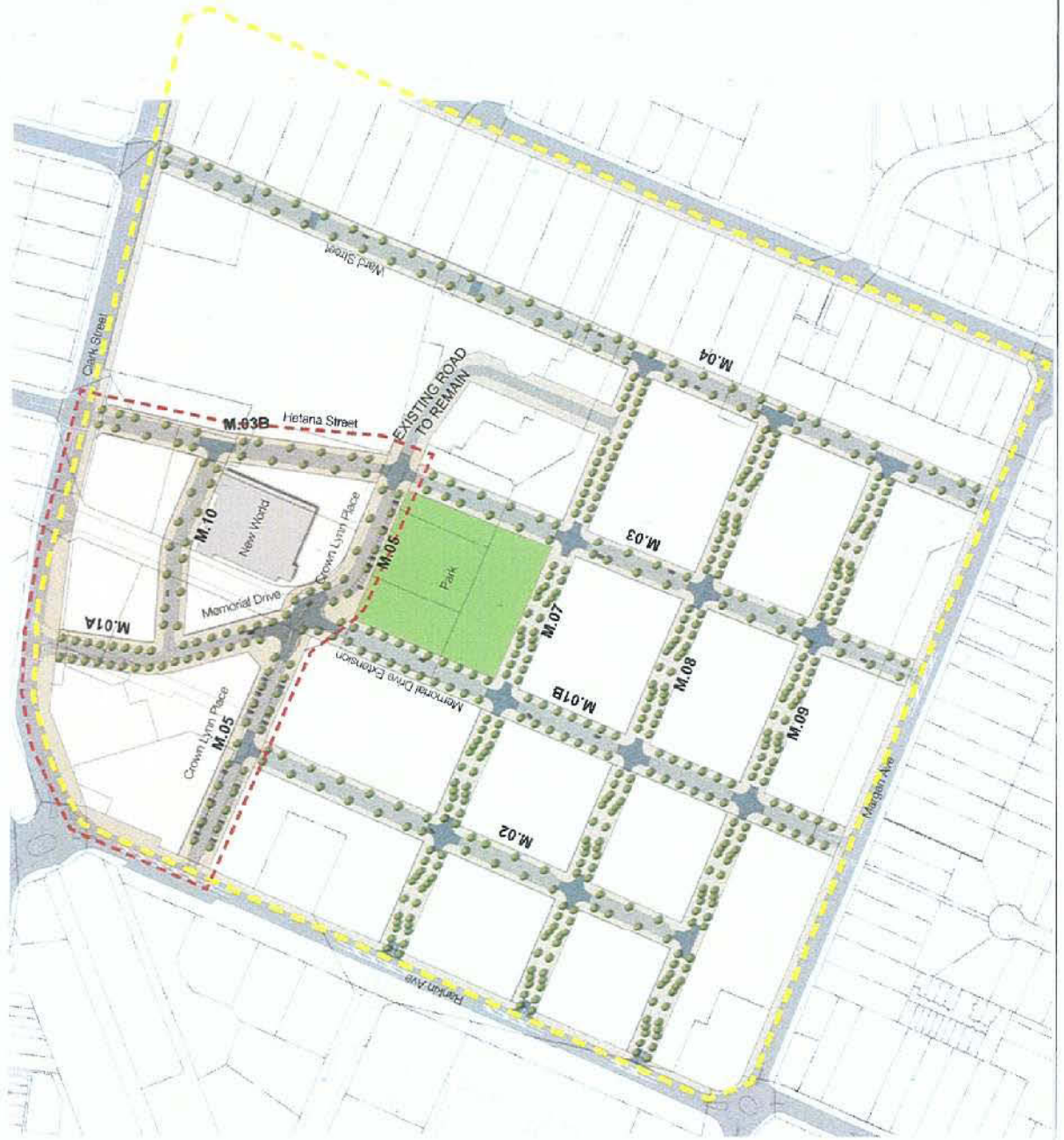
41

educational and entertainment services, including multicultural educational and entertainment services; educational and entertainment services in relation to the production and management of a fashion show, and exhibition of works of art, and including educational services in the use of recycling natural, organic and biodegradable material to provide a form of entertainment in the nature of fashion shows, including fashion shows for aspiring fashion designers

Site Plan

Site concept plan

The overall street layout creates a strong urban grid with highly calmed streets for optimal pedestrian connections. Traffic calming and reduced speeds are achieved through keeping the carriageway widths narrow and using parking and street tree arrangements for creating side friction. Intersections are treated to slow vehicles and support the street hierarchy. Details for all street cross sections and key intersections are on following pages.



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