

# Common Law Copyright Notice

Non-Negotiable

Common Law Copyright Notice 16th April 2011

Copyright Notice: All rights reserved re common-law copyright of trade-name/trade-mark, DONALD STEWART CLARKE™ ("Debtor"), as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark – Common Law Copyright 2011 ©Donald Stewart: of the family: Clarke. Said common-law trade-name/trade-mark, DONALD STEWART CLARKE™ (and all derivatives thereof), may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of ©Donald Stewart: of the family: Clarke, as signified by the red-ink signature of ©Donald Stewart: of the family: Clarke, hereinafter "Secured Party."

With the intent of being contractually bound, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark DONALD STEWART CLARKE™ (and all derivatives thereof), nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, DONALD STEWART CLARKE™ (and all derivatives thereof) without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorised use of DONALD STEWART CLARKE™ (and all derivatives thereof), and all such unauthorised use is strictly prohibited.

Take note also that Common Law Copyright is claimed by Secured Party over, including, but not restricted or limited to, all means of personal identification of Debtor defined as; all fingerprints, footprints, palm prints, thumbprints, hand-prints, toe-prints, RNA materials, DNA materials, blood and blood fractions, biopsies, surgically removed tissue, body parts, organs, hair, teeth, nails, semen, urine, faeces, excrement, other body fluids and matter of any kind, and breath samples, voice-print, retinal image, and the description thereof, and all other corporeal identification factors, and said factors physical counterparts, any and all body tissues of any kind, in any form, and all records and record numbers, including the results, recorded or otherwise, of all and any tests performed on any material relating to Debtor, and information pertaining thereto, and any visual image, photographic or electronic, notwithstanding any and all claims to the contrary. In addition, Secured Party retains absolute control and mastery over the property of his body, mind and mental faculties to the extent that no medications, foods or otherwise may be administered to him without his express consent in written form, using red ink, and freely given in full formal consent.

Self-executing Security Agreement in Event of Unauthorised Use: By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "User," consent and agree that any use of DONALD STEWART CLARKE™ (and all derivatives thereof), other than authorised use as set forth above constitutes unauthorised use and counterfeiting of Secured Party's common-law

copyrighted property, which contractually binds User, and renders this Copyright Notice a Security Agreement, wherein User is Debtor and Donald: of the family: Clarke© is Secured Party, and signifies that User:

(1) Grants Secured Party a security interest in all User's assets, land, and personal property, and all of User's interest in assets, land, and personal property, in the sum certain amount of ONE MILLION DOLLARS (AUD) \$1,000,000 currency of use of the common-law-copyrighted trade-name/trade-mark DONALD STEWART CLARKE™, as well as for each and every occurrence of use of any and all derivatives of, and variations in the spelling of, DONALD STEWART CLARKE™, plus costs, plus triple damages.

(2) Authenticates this Security Agreement wherein User is Debtor and ©Donald Stewart: of the family: Clarke is Secured Party, and wherein User pledges all of User's assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, as well as all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favour of Secured Party, for User's unauthorised use of Secured Party's common-law-copyrighted property.

(3) Consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is debtor and ©Donald Stewart: of the family: Clarke is Secured Party.

(4) Consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied.

(5) Consents and agrees with Secured Party's filing of any UCC Financing Statement, as described above in paragraph's "(3)" and "(4)," as well as the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office.

(6) Consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus.

(7) Waives all defences.

(8) Appoints Secured Party as Authorised Representative for User, effective upon User's default re User's contractual obligations in favour of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorised

Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Security Agreement in Event of Unauthorised Use.

Payment Terms: In accordance with fees for unauthorised use of DONALD STEWART CLARKE™ (and all derivatives thereof) as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorised-use fees in full within SEVEN (7) days of date invoice is sent Secured Party's invoice, hereinafter "Invoice," itemising said fees. Default Terms: In event of non-payment in full of all unauthorised-use fees by User within SEVEN (7) days of date Invoice is sent, User shall be deemed in default and:

- a. All of User's property and property pledged as collateral by User, as set forth above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party.
- b. Secured Party is appointed User's Authorised Representative as set forth above in "(8)".
- c. User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's property and interest, described above in paragraph "(2)," formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Security Agreement in Event of Unauthorised Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property and interest in property, described above in paragraph "(2)," in the possession of, as well as disposed of by, Secured Party, as authorised above under "Default Terms," User may cure User's default only re the remainder of User's said former property and interest property, formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorised-use fees itemised in invoice within said twenty (20) day period for curing defaults as set forth under "Terms for Curing Default" authorises Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party, upon expiration of said twenty (20) day default-curing period.

Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record owner: ©Donald Stewart: of the family: Clarke, Autograph Common Law Copyright© 1981-3000. Unauthorised use of "©Donald Stewart: of the family: Clarke" incurs same unauthorised-use fees as those associated with DONALD STEWART CLARKE™ (and all derivatives thereof), as set forth above in paragraph "(1)" under "Self-executing Security Agreement in Event of Unauthorised Use."

I have the right to amend this Common Law Copyright Notice, as and when necessary, and at my sole discretion.

This Copyright Notice includes any and all business names owned by DONALD STEWART CLARKE™ (and all derivatives thereof).

Autograph & Seal By: Secured Party Creditor 

WITHOUT PREJUDICE – WITHOUT RECOURSE – NON-ASSUMPSIT

All Rights Reserved – Errors & Omissions Excepted

Dated: 16th April 2011

Witness Signature:  Seal:

Donald Stewart Clarke  
16 April 2011

Dated: 16th April 2011

Witness Signature:  Seal:

  
Donald Stewart Clarke TM

Dated: 16th April 2011

Witness Signature:  Seal: