

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Watson & Son Limited		03/29/2011	COMPANY: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manukamed Limited		
<b>Street Address:</b>	13 Edwin Feist Place		
<b>City:</b>	Masterton		
<b>State/Country:</b>	NEW ZEALAND		
<b>Entity Type:</b>	COMPANY: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3847286	MANUKAMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)682-6031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-622-4900		
<b>Email:</b>	janicek@seedip.com		
<b>Correspondent Name:</b>	E. RUSSELL TARLETON		
<b>Address Line 1:</b>	701 FIFTH AVENUE		
<b>Address Line 2:</b>	Suite 5400		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104		
<b>ATTORNEY DOCKET NUMBER:</b>	630212.201		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	E. Russell Tarleton		
<b>Address Line 1:</b>	701 Fifth Avenue		
<b>Address Line 2:</b>	Suite 5400		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		

CH \$40.00 3847286

NAME OF SUBMITTER:	E. Russell Tarleton
Signature:	/E. Russell Tarleton/
Date:	05/04/2011
<b>Total Attachments: 4</b> source=630212_201_Assignment#page1.tif source=630212_201_Assignment#page2.tif source=630212_201_Assignment#page3.tif source=630212_201_Assignment#page4.tif	

## Trade Mark Assignment

This Trade Mark Assignment (the "Assignment") is made and effective the 29<sup>th</sup> of March 2011

**BETWEEN:** **Watson & Son Limited** (the "Assignor") a company organised and existing under the laws of New Zealand, having a place of business at: 13 Edwin Feist Place, Masterton, 5810 New Zealand

**AND:** **MANUKAMED LIMITED** (the "Assignee") a company organised and existing under the laws of New Zealand, having a place of business at 13 Edwin Feist Place, Masterton, 5810, New Zealand

**WHEREAS,** Assignor owns and/or has otherwise filed trade marks as described in Exhibit A (the Trade Marks) covering a number of products including manuka honey; and

**WHEREAS,** Assignor wishes to place the Trade Marks in the company of Assignee and Assignee wishes to acquire the entire rights, title and interest in the Trade Marks and associated goodwill on the terms set out in this Assignment.

**NOW,** the parties agree as follows:

### 1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title and interest, including but not limited to the Trade Marks for all countries of the world which may or shall be granted based on the Trade Marks represented in Exhibit A.

### 2. CONSIDERATION

In consideration for the Assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$100.00 NZD the receipt and sufficiency of which is acknowledged.

### 3. INFRINGEMENT

The Assignor hereby further grants the right to the Assignee to take an action against third parties for any infringement of the Trade Marks even if the infringement took place before the date of this Assignment. The Assignor will provide assistance to the Assignee in the event that the Assignee brings an action against any third parties.

#### **4. REGISTRATION**

The Assignor will further provide assistance or take steps to ensure that the Assignee can become the registered owner of the Trade Marks in any country in the world.

#### **5. SEVERANCE**

If any provision of this Assignment becomes invalid, illegal or unenforceable, the parties will endeavour, acting in good faith, to agree the terms of a provision which may be substituted for the invalid, illegal or unenforceable provision. The invalidity, unenforceability or illegality of any provision will not affect the remaining provisions of this Assignment.

#### **6. AMENDMENTS**

No amendment to this Assignment will have any effect unless it is made in writing and signed by a duly authorised representative of each of the parties.

#### **7. Governing Law**

This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of New Zealand.

#### **8. ENTIRE AGREEMENT**

This Assignment , contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the parties in respect of the subject matter hereof.

Exhibit A

Registered Trade Marks

Number	Country	Mark	Classes	Status
77/838,412	USA	MANUKAMED with device	3, 5, 10 and 30	Registered
005802021	EU CTM	MANUKAMED with device	3, 5, 10 and 30	Registered
800249	NZ	MANUKAMED with device	3, 5, 10 and 30	Registered

Unregistered Trade Marks

MANUKASHIELD

MANUKAHD

MANUKAHD ROPE

MANUKAPLI

MANUKATEX

MANUKADERM

MANUKABALM

MANUKAFLEX

MANUKAHD BORDER

MANUKALOZENGES

MANUKACAPS

DRI-TOUCH

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR

*D 4 Watson*

Managing Director - Denis Watson

Witness:

*R Brett Edmonds* do

Name: R. Brett Edmonds.

Address: 33A Masterton Rd

Rothsary Bay  
Occupation: Auckland.

CEO

*mj Watson*

Director - Meryl Watson

Witness:

*Stuart Robinson*

Name: Stuart Robinson

Address: Carterton, NZ

Occupation: Manager

ASSIGNEE

*D 4 Watson*

Director - Denis Watson

Witness:

*R Brett Edmonds* do

Name:

R. Brett Edmonds.

Address:

33A Masterton Rd

Occupation:

Rothsary Bay  
Auckland.

CEO.