

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

03/18/14

### 1. Name of conveying party(ies):

Jade Software Corporation Limited

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Company \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) New Zealand

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 9 and January 20, 2014

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wynyard (NZ) Limited

Street Address: Level 2, 3 Lorne St., Auckland Central

City: Auckland

State: \_\_\_\_\_

Country: New Zealand Zip: 1010

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Company \_\_\_\_\_ Citizenship New Zealand

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85603389 now Reg. 4476739

B. Trademark Registration No.(s)

3625544 4291181

Additional sheet(s) attached?  Yes  No

### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Donald L. Dennison

Internal Address: Ladas & Parry LLP  
Suite 105

Street Address: 1727 King Street

City: Alexandria

State: Virginia Zip: 22314

Phone Number: (703)837-9600 Ext. 15

Docket Number: 8T/2648274 TMU

Email Address: ddennison@ladas.com

### 6. Total number of applications and registrations involved:

3

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90

- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

Deposit Account Number 2042500099929 120425 3625544

Authorized User Name Donald L. Dennison

### 9. Signature:

Signature

March 12, 2014

Date

Donald L. Dennison

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**JADE SOFTWARE CORPORATION LIMITED**

**WYNYARD (NZ) LIMITED**

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**CONFIRMATORY DEED OF ASSIGNMENT  
OF TRADE MARKS**

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## **PARTIES**

JADE SOFTWARE CORPORATION LIMITED, a New Zealand company, at 5 Sir Gil Simpson Drive, Burnside, Christchurch, 8053, New Zealand ("Assignor")

WYNYARD (NZ) LIMITED, a New Zealand company, at Level 2, 3 Lorne Street, Auckland Central, Auckland 1010, New Zealand ("Assignee")

## **INTRODUCTION**

- A. The Assignor is the owner of the trade marks (including the registrations/applications] for those trade marks) set out in the Schedule ("Trade Marks").
- B. By agreement dated 24 May 2013 the Assignor assigned to the Assignee all of the Assignor's rights, title and interest in and to the Trade Marks ("Agreement").
- C. The Assignor has agreed to confirm such assignment under the Agreement, subject to the terms and conditions of this deed.

## **COVENANTS**

### **1. ASSIGNMENT**

1.1 **Confirmation and assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor:

- (a) hereby confirms the assignment by the Assignor to the Assignee of all of the Assignor's rights, title and interest in and to the Trade Mark Rights under the Agreement; and
- (b) to the extent that the Assignor has any rights, title and interest in or to the Trade Marks, hereby assigns to the Assignee absolutely all such rights, title and interest in and to the Trade Mark Rights.

1.2 **Definition:** For the purposes of clause 1.1, "Trade Mark Rights" means:

- (a) the Trade Marks;
- (b) any and all copyright, and all rights in the nature of copyright, in the Trade Marks in all forms of stylisation in which they have been used; and

- (c) the goodwill symbolised by and associated with the Trade Marks, including the whole of the goodwill arising from the use of the Trade Marks, but not the whole of the goodwill of the business of the Assignor.

1.3 **Rights of action:** The assignments effected or confirmed by clause 1.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

## 2. GENERAL

2.1 **Further assurances:** The Assignor agrees to do all things and execute any further documents that may be required to give effect to the assignment and confirmation in this deed.

2.2 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

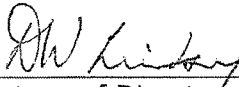
### 2.3 Facsimile counterparts:

- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

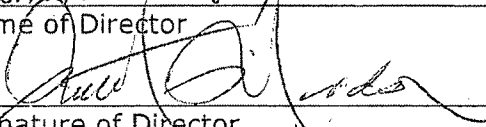
2.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED AS A DEED**

**SIGNED** on behalf of **JADE SOFTWARE CORPORATION LIMITED** by:

  
\_\_\_\_\_  
Signature of Director

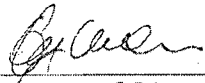
DAVID LINDSAY  
\_\_\_\_\_  
Name of Director

  
\_\_\_\_\_  
Signature of Director

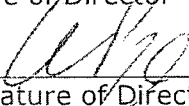
Ruth Redwood  
\_\_\_\_\_  
Name of Director

20 / 1 / 2014  
\_\_\_\_\_  
Date

**SIGNED** on behalf of **WYNYARD (NZ) LIMITED** by:

  
\_\_\_\_\_  
Signature of Director

CRAG RICARDS  
\_\_\_\_\_  
Name of Director

  
\_\_\_\_\_  
Signature of Director

Murray Page  
\_\_\_\_\_  
Name of Director

9/1/14.  
\_\_\_\_\_  
Date

**SCHEDULE**

**Trade Marks:**

**Applications and Registrations:**

Country	Number	Trade Mark	Class	Status
Australia	1231790	JADE INVESTIGATOR	09	Registered
Australia	1472619	WYNYARD	09, 42	Registered
Australia	1486819		09, 42	Registered
Canada	1562590	WYNYARD	09, 42	Application
Canada	1574762		09, 42	Application
European Community	007224074	JADE INVESTIGATOR	09	Registered
European Community	010614171	WYNYARD	09, 42	Registered
European Community	010825727		09, 42	Registered
European Community	010997351		09, 42	Registered
New Zealand	855982	WYNYARD	09, 42	Registered
New Zealand	957541		09, 42	Registered
New Zealand	786490	JADE INVESTIGATOR	09	Registered
United States of America	3625544	JADE INVESTIGATOR	09	Registered
United States of America	4291181	WYNYARD	09, 42	Registered
United States of America	85/603389		09, 42	Application