

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
NEW ZEALAND DAIRY BOARD		09/08/2014	CORPORATION: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fonterra Co-operative Group Limited		
<b>Street Address:</b>	9 Princes Street		
<b>City:</b>	Auckland		
<b>State/Country:</b>	NEW ZEALAND		
<b>Entity Type:</b>	COMPANY: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2714832	NZMP	
<b>Registration Number:</b>	2664997	NZMP	
<b>Registration Number:</b>	2667557	NZMP MAKING IT HAPPEN!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	williamjseiter@seiterlegalstudio.com		
<b>Correspondent Name:</b>	William J. Seiter		
<b>Address Line 1:</b>	2500 Broadway, Bldg F, Suite F-125		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90404		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	William J. Seiter		
<b>Address Line 1:</b>	2500 Broadway, Bldg F, Suite F-125		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90404		
<b>NAME OF SUBMITTER:</b>	William J. Seiter		
<b>SIGNATURE:</b>	/wjs/		
<b>DATE SIGNED:</b>	09/19/2014		
<b>Total Attachments: 3</b>			
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**DEED** dated 8 September 2014

## **PARTIES**

**NEW ZEALAND DAIRY BOARD**, a New Zealand company whose registered office is located at 9 Princes Street, Auckland, New Zealand ("Assignor")

**FONTERRA CO-OPERATIVE GROUP LIMITED**, a New Zealand company whose registered office is located at 9 Princes Street, Auckland, New Zealand ("Assignee")

## **INTRODUCTION**

- A. The Assignor is the owner of the Trade Marks.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, all rights in and to the Trade Marks on the following terms and conditions.

## **COVENANTS**

### **1. DEFINITIONS**

- 1.1 In this Deed, unless the context otherwise requires:

**Effective Date** means the date of this Deed;

**Trade Marks** means the trade mark registrations in the Schedule of Marks;

**Deed means** this deed and the attached Schedule of Marks.

### **2. ASSIGNMENT**

#### **2.1 Assignment**

In consideration of the sum of one New Zealand dollar paid to the Assignor by the Assignee (the receipt and sufficiency of which is hereby acknowledged), the Assignor hereby transfers and assigns to the Assignee from the Effective Date absolutely all of its entire right, title and interest in and to the Trade Marks, including the goodwill symbolised by and associated with the Trade Marks.

#### **2.2 Further rights**

The assignment in clause 2.1 includes without limitation the Assignor's right to take action and recover any damages or an account of profits against third parties for any infringement of the Trade Marks or any other action in relation to the Trade Marks (whether or not such infringement or breach took place prior to the date of this Deed).

### **3. GENERAL**

#### **3.1 Further assurances**

If requested by the Assignee, the Assignor will at the Assignee's expense do all things and execute any further documents that may be required by the Assignee to carry out the purposes and intent of this Deed.

3.2 **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.

**SIGNED AS A DEED**

**SIGNED** on behalf of **NEW ZEALAND DAIRY BOARD** by:


  
\_\_\_\_\_  
Signature of Carolyn Jane Green, attorney  
for New Zealand Dairy Board

**CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY**

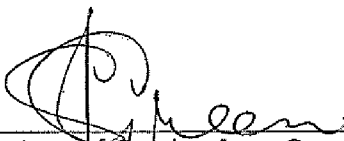
I, **CAROLYN JANE GREEN**, of Auckland New Zealand, Trade Mark Manager, certify:

1. That by deed dated 11 August 2014 **NEW ZEALAND DAIRY BOARD** of 9 Princes Street, Auckland, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland, New Zealand this 8<sup>th</sup> day of September 2014

  
\_\_\_\_\_  
Signature of Carolyn Jane Green

**SIGNED** on behalf of **FONTERRA CO-OPERATIVE GROUP LIMITED** by:

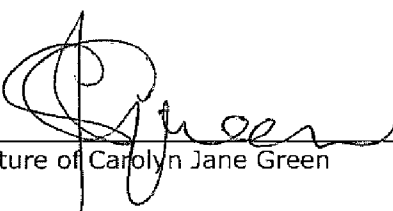
  
\_\_\_\_\_  
Signature of Carolyn Jane Green, attorney  
for Fonterra Co-operative Group Limited

**CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY**

I, **CAROLYN JANE GREEN**, of Auckland New Zealand, Trade Mark Manager, certify:

1. That by deed dated 15 August 2014 **FONTERRA CO-OPERATIVE GROUP LIMITED** of 9 Princes Street, Auckland, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland, New Zealand this 8th day of September 2014

  
\_\_\_\_\_  
Signature of Carolyn Jane Green

**SCHEDULE OF MARKS**

Country	Trade Mark	Official No.	Classes
United States of America	NZMP	2714832	29
United States of America	NZMP	2664997	01
United States of America	<p><b>NZMP</b> <i>Making it happen!</i></p>	2667557	01, 29