

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fusion Electronics Limited		06/30/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Garmin Switzerland GmbH		
Street Address:	Muhlenalstrasse 2		
City:	Schaffhausen		
State/Country:	SWITZERLAND		
Postal Code:	8200		
Entity Type:	Gesellschaft mit beschränkter Haftung: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2155330	FUSION	
Registration Number:	3013514	FUSION	
Registration Number:	2892240	FUSION	
Registration Number:	3891509	FUSION	
Registration Number:	3348518	FUSION	
Registration Number:	4423894	FUSION	
CORRESPONDENCE DATA			
Fax Number:	9133979079		
<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>			
Phone:	9133978200		
Email:	trademarks@garmin.com		
Correspondent Name:	Garmin International, Inc.		
Address Line 1:	1200 E. 151st Street		
Address Line 4:	Olathe, KANSAS 66062		
ATTORNEY DOCKET NUMBER:	701.1048(GCH)		
NAME OF SUBMITTER:	David V. Ayres		
SIGNATURE:	/David V. Ayres/		
DATE SIGNED:	06/03/2015		

CH \$165.00 2155330

Total Attachments: 6

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**Deed of Assignment of Intellectual
Property**

Fusion Electronics Limited

Fusion Electronics Pty Limited

Fusion Electronics Europe B.V.

Garmin Switzerland GmbH

KENSINGTON SWAN

AUCKLAND 18 Viaduct Harbour Avenue, Private Bag 92101, Auckland 1010. Fax +64 9 309 4276. Ph +64 9 379 4196

WELLINGTON 89 The Terrace, PO Box 10246, Wellington 6011. Fax +64 4 472 2291. Ph +64 4 472 7877

Deed of Assignment of Intellectual Property

Assignment dated 30 June 2014

Parties

- 1 **Fusion Electronics Limited** of 111 Franklin Road, Freemans Bay, Auckland 1011, New Zealand
- 2 **Fusion Electronics Pty Limited** of 21/130 Kingston Rd Underwood, Queensland 4119, Australia
- 3 **Fusion Electronics Europe B.V.** of Van de Reijtstraat 5, 4814NE Breda, the Netherlands (together 'Assignors')
- 4 **Garmin Switzerland GmbH** of Mühentalstrasse 2, 8200 Schaffhausen, Switzerland ('Assignee').

Background

- A The Assignors are the owners of the Intellectual Property.
- B Pursuant to an agreement between the Assignors and the Assignee and certain others for the sale and purchase of business assets dated 3 May 2014 ('**Agreement**'), the Assignors have agreed to sell and the Assignee has agreed to purchase the Intellectual Property.
- C In order to fully effect the terms of the Agreement, the Assignors and the Assignee have agreed to execute this Deed in order to assign to the Assignee the Intellectual Property and all rights pertaining thereto.

Definition of Intellectual Property

- 1 In this Deed, including the Background:
 - a '**Intellectual Property**' means, in respect of each Assignor, all intellectual and industrial property rights existing anywhere in the world under statute or at common law or equity, now or hereafter in force or recognised (including ownership rights, rights or licences to use, rights arising through use and rights which are the subject of applications to register) of that Assignor relating to the businesses of each of the Assignors or any part thereof (the '**Businesses**'), including the following:

- i trade marks (including but not limited to the marks listed in Schedule 1) service marks, trade names, business names, logos, websites and trading indicia owned or used by any Assignor;
- ii copyright in all works owned or used by any Assignor (whether artistic, literary or otherwise) including, without limitation, logos, drawings, plans, designs, product specifications, formulae or formulations, website contents and functionality, written material, models, photographs, tables, compilations, databases and computer software (including object code and source code), together with all product dies, tooling and moulds;
- iii inventions, discoveries and trade secrets of the Assignors and/or the Businesses, whether or not capable of protection by a patent;
- iv confidential information and know-how of the Assignors and/or the Businesses including manufacturing data, designs, drawings, plans, specifications, formulae or formulations research materials, technical information, financial information, sales and marketing information, business systems, customer and supplier lists and inventory management systems;
- v the domain names set out in Schedule 2;
- vi the rights under any agreement, contract or arrangement granted to any third party to use any of the above;
- vii all goodwill attaching to the rights set out above together with the right to sue for past infringement and/or passing off of the rights set out above and to retain any damages obtained as a result of such action.

Covenants

- 2 In this Deed, unless the context otherwise requires, defined terms have the meaning given to them in the Agreement.
- 3 In consideration of the Purchase Price paid pursuant to the Agreement, the Assignors hereby assign and transfer to the Assignee all of their estate, right, title and interest in the Intellectual Property including all statutory and common law rights, goodwill attaching thereto and the right to sue for past infringements and passing off and to retain any damages obtained as a result of such action.

Further assurances

- 4 The Assignors agree to execute all documents which may be necessary in order to absolutely vest full title and interest in the Intellectual Property in the Assignee.

Counterparts

- 5 This Deed may be executed in two or more counterpart copies each of which will be deemed an original and all of which together will constitute one and the same instrument.

Governing law

- 6 This Deed will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law without giving effect to the principles of conflicts of laws, and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters arising out of this Deed and waive any right they may have to object to an action being brought in those courts, to claim that an action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

Deed binding and delivered

- 7 For the purposes of section 9 of the Property Law Act 2007, this Deed:
- a is intended to be immediately and unconditionally binding upon each party to be bound by it when that party executes this Deed; and
 - b without limiting any other mode of delivery, will be delivered by each party to be bound by it immediately upon the earlier of:
 - i physical delivery of an original form of this Deed executed by that party; or
 - ii transmission (whether by facsimile or email) of a copy of this Deed executed by that party
- to any person on whom this Deed confers a benefit or interest or to that person's solicitor or agent.

Execution

Signed for and on behalf of Fusion Electronics Limited
as Assignor by Peter Maire:



Signed for and on behalf of Fusion Electronics
Pty Limited as Assignor by Peter Maire:



Signed for and on behalf of Fusion Electronics
Europe B.V. as Assignor by Peter Maire:



Signed for and on behalf of Garmin
Switzerland GmbH

as Assignee by Andrew R. Etkind:

Execution

Signed for and on behalf of **Fusion Electronics Limited**
as Assignor by Peter Maire:

Signed for and on behalf of **Fusion Electronics
Pty Limited** as Assignor by Peter Maire:

Signed for and on behalf of **Fusion Electronics
Europe B.V.** as Assignor by Peter Maire:

Signed for and on behalf of **Garmin
Switzerland GmbH**

as Assignee by Andrew R. Etkind:


