

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carter Holt Harvey Limited		11/28/2014	Limited Company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Carter Holt Harvey Pulp & Paper Limited		
Street Address:	173 Captain Springs Road, Onehunga		
City:	Auckland		
State/Country:	NEW ZEALAND		
Postal Code:	1061		
Entity Type:	Limited Company: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4479612	QUIKCOOL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	williamjseiter@seiterlegalstudio.com		
Correspondent Name:	William J. Seiter		
Address Line 1:	2500 Broadway, Bldg F, Suite F-125		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
DOMESTIC REPRESENTATIVE			
Name:	William J. Seiter		
Address Line 1:	2500 Broadway, Bldg F, Suite F-125		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	William J. Seiter		
SIGNATURE:	/wjs/		
DATE SIGNED:	07/01/2015		
Total Attachments: 4			
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DEED dated 25 June 2015

PARTIES

CARTER HOLT HARVEY LIMITED, a New Zealand company whose registered office is located at 173 Captain Springs Road, Onehunga, Auckland 1061, New Zealand ("Assignor")

CARTER HOLT HARVEY PULP & PAPER LIMITED, a New Zealand company whose registered office is located at 173 Captain Springs Road, Onehunga, Auckland 1061, New Zealand ("Assignee")

INTRODUCTION

- A. The Assignor is registered as the owner of the Trade Marks.
- B. By a deed of assignment on the Effective Date, the Assignor assigned to the Assignee, and the Assignee accepted, all rights in and to the Trade Marks. This Deed confirms such assignment, on the Effective Date.


COVENANTS

1. DEFINITIONS

1.1 In this Deed, unless the context otherwise requires:

Effective Date means 28 November 2014;

Trade Marks means the trade mark registrations in United States of America as set out below;

Trade Mark	Number	Class
FUSION	2801769	16
	4479612	16

Deed means this deed and the above 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 confirms the transfer and assign to the Assignee on the Effective Date 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 referred to 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 Effective Date).

3. **GENERAL**

3.1 **Further assurances**

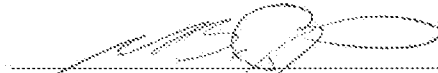
If requested by the Assignee, the Assignor will at the Assignee's expense do all things and execute any further documents that may be required by the Assignee to carry out the purposes and intent of this Deed.

3.2 **Governing law**

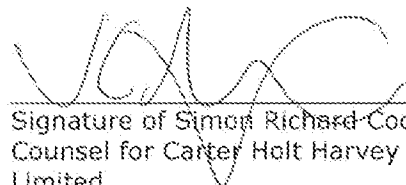
The formation, validity, construction and performance of this Deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this Deed.


SIGNED AS A DEED

SIGNED on behalf of **CARTER HOLT HARVEY LIMITED** by:


Signature of Mathew John Bishop, Solicitor,
for Carter Holt Harvey Limited

SIGNED on behalf of **CARTER HOLT HARVEY PULP & PAPER LIMITED** by:


Signature of Simon Richard Codling, General
Counsel for Carter Holt Harvey Pulp & Paper
Limited


Signature of David Jonathan Ryder, Chief
Executive Officer for Carter Holt Harvey Pulp
& Paper Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Mathew John Bishop, of Auckland, New Zealand, Solicitor, certify:

1. That by deed dated 24 April 2014, Carter Holt Harvey Limited of 173 Captain Springs Road, Onehunga, Auckland appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this 25th day of June 2015.

SIGNED by


Mathew John Bishop

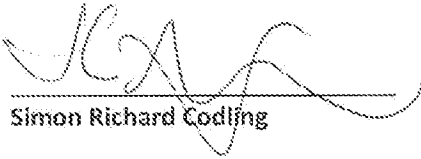
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, SIMON RICHARD CODLING of Auckland, New Zealand, Solicitor, certify:

1. That by deed dated 1 December 2014, Carter Holt Harvey Pulp & Paper Limited of 173 Captain Springs Road, Onehunga, Auckland 1061, New Zealand, appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this 25th day of June 2015

SIGNED by



Simon Richard Codling