

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McPherson's Consumer Products Pty Ltd		10/31/2014	Pty Ltd:
RECEIVING PARTY DATA			
Name:	McPherson's Housewares IP Pty Ltd		
Street Address:	105 Vanessa Street		
City:	Kingsgrove NSW		
State/Country:	AUSTRALIA		
Postal Code:	2208		
Entity Type:	Pty Ltd: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3728859	DIAMOND FINGERS	
CORRESPONDENCE DATA			
Fax Number:	3303769646		
<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:	330-376-1242		
Email:	master@rennerkenner.com		
Correspondent Name:	Mark L. Weber		
Address Line 1:	106 South Main Street		
Address Line 2:	First National Tower, Suite 400		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	TML.T.4		
NAME OF SUBMITTER:	Mark L. Weber		
SIGNATURE:	/marklweber/		
DATE SIGNED:	01/12/2016		
Total Attachments: 72			
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Office of State Revenue

Official Receipt

PARRAMATTA
 03/02/2015 1421 CLASMRN A110858 804414499
 DUTIES CN 129903037 OSR REF 7909931
 PAYMENT TYPE C *****0.00
 D *****50.00
 H *****0.00
 TOTAL TENDERED *****50.00
 CHANGE/REFUND *****0.00
 TOTAL PAID *****50.00

Office of State Revenue: ISO 9001 – Quality Certified
 Department of Finance & Services

Deed of Assignment of Intellectual Property of McPherson's international housewares business

between

McPherson's Limited
ABN 98 004 068419
(MCP)

McPherson's Consumer Products Pty Limited
ABN 36 000 020 495
(MCPCP)

McPherson's Consumer Products (HK) Limited
HK Company Number 0041342
(MCPHK)

McPherson's Consumer Products Pte. Ltd.
Singapore Company Number 199901565R
(MCPS)

McPherson's Consumer Products (NZ) Limited
NZBN 942 903 934 9835
(MCPNZ)

(MCPCP, MCPHK, MCPS and MCPNZ each being wholly owned subsidiaries of MCP and, together, the Assignors)

McPherson's Housewares IP Pty Ltd
ACN 602 224 028
(Assignee)

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This deed is made on

31 OCTOBER

2014

- between **McPherson's Limited ABN 98 004 068419** of 105 Vanessa Street, Kingsgrove, NSW 2208 (**MCP**)
- and **McPherson's Consumer Products Pty Limited ABN 36 000 020 495** of 105 Vanessa Street, Kingsgrove, NSW 2208 (**MCPCP**)
- and **McPherson's Consumer Products (HK) Limited – HK Company Number 0041342** of Unit 201, New Bright Building, 11 Shueng Yuet Road, Kowloon Bay, Kowloon, Hong Kong (**MCPHK**)
- and **McPherson's Consumer Products Pte. Ltd. – Singapore Company Number 199901565R** of Toh Guan Road #03-00 CJ Korea Express Building, Singapore 608839 (**MCPS**)
- and **McPherson's Consumer Products (NZ) Limited NZBN 942 903 934 9835** of c/- KPMG, 18 Viaduct Harbour Avenue, Maritime Square, Auckland, New Zealand (**MCPNZ**) (MCPCP, MCPHK, MCPS and MCPNZ each being wholly owned subsidiaries of MCP and, together, the **Assignors**)

- and **McPherson's Housewares IP Pty Ltd ACN 602 224 028** of 105 Vanessa Street, Kingsgrove, NSW 2208 (**Assignee**)

Recitals

- A On or about the date of this deed, the Assignors have entered into the Interdependent Sale Agreements, which govern the sale of the Business to the NewCo Parties.
- B The Assignors own the Assigned Property.
- C The Assignors have agreed to assign to the Assignee all of the Assignors' rights, title and interest in and to the Assigned Property.
- D This deed effects that assignment on the terms set out below.

NEW SOUTH WALES DUTY
03-02-2015 0007909931-002
SECTION 18(1)
DUTY \$ *****50.00

Now it is covenanted and agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this deed:

Assigned Property has the meaning defined in clause 4;

Business means the international housewares business of MCP which is owned and operated by MCPCP, MCPHK and MCPS in Australia, Hong Kong and Singapore respectively under:

- (a) the Trade Marks listed in part 1 of Schedule 1;
- (b) various other brands pursuant to contracted agency arrangements with third party principals as described in the Interdependent Asset Sale Agreements; and
- (c) certain private labels pursuant to contracted private label arrangements,

but does not include that part of the international housewares business of MCP which is owned and operated by MCPNZ in New Zealand;

Business Names means the business names registered to the Assignors specified and described in Schedule 1;

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, Tax, Liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic;

Damages means all liabilities, losses, damages, costs and expenses (including legal costs on a full indemnity basis and whether incurred by or awarded against a party, and disbursements and costs of investigation and litigation) and the amount of any settlement, judgment, interest, fines and penalties;

Data Room means the electronic data room hosted by MCP containing information and materials relating to the Business and the Assigned Property;

Data Room Documentation means all information and materials made available in the Data Room (in hard copy or electronic copy) or provided in the Data Room in response to requests for information and materials, in each case at any time up to and including the date of execution of this deed;

Designs means the designs registered to the Assignors specified and described in Schedule 1;

Domain Names means the domain names registered to the Assignors specified and described in Schedule 1;

Disclosure Material means:

- (a) the Transaction Documents; and
- (b) the Data Room Documentation.

Effective Date means the date of completion of the sale and purchase of the Business pursuant to the Interdependent Sale Agreements;

EQH means European Quality Housewares Limited (HK Company Number 0186414) of Rm. 601-602, Kai Tak Commercial Building, 317-321 Des Voeux Road, Hong Kong;

Excluded Intellectual Property Rights means:

- (a) any intellectual property rights used by the Assignors pursuant to the contractual arrangements referred to in paragraphs (b) and (c) of the definition of Business, the benefit of which is assigned by the Assignors to the NewCo Entities pursuant to the Interdependent Sale Agreements;
- (b) the name "McPherson's", any derivation of the name "McPherson's" and any logos or other intellectual property incorporating the name "McPherson's";
- (c) any intellectual property rights used by any of the Assignors or any Related Body Corporate of any of the Assignors which is used exclusively for any purpose which is not in connection with the Business; and
- (d) any intellectual property rights owned by any of the Assignors which is used exclusively by MCPNZ in connection with that part of MCP's international housewares business which operates in New Zealand;

Fackelmann means FACKELMANN Group DE 132810750 of Sebastian-Fackelmann-Strasse 6, 91217 Hersbruck, Germany;

Government Agency means, whether foreign or domestic:

- (c) a government, whether federal, state, territorial or local or a department, office or minister of a government acting in that capacity; or
- (d) a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial, administrative, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not, and includes any self-regulatory organisation established under statute or any stock exchange;

Intellectual Property Rights means any and all intellectual property rights owned or used by the Assignors in relation to the Business, including the following rights:

- (a) copyright, trade marks, patents, designs, circuit layout rights, trade secrets, know-how and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration or renewal of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist anywhere in the world (including Australia, Singapore and Hong Kong but not including New Zealand),

whether or not such rights are registered or capable of being registered, but does not for the avoidance of doubt, include any Excluded Intellectual Property Rights;

Interdependent Agreements means each of the agreements listed in Schedule 2, comprising the Interdependent Sale Agreements, the Interdependent Shareholders Agreements and the Interdependent Transitional Services Agreement;

Interdependent Sale Agreements means the agreements listed in item 1 of Schedule 2;

Interdependent Shareholders Agreements means the agreements listed in item 2 of Schedule 2;

Interdependent Transitional Services Agreement has the meaning given to that term in item 3 of Schedule 2;

Liabilities means all liabilities, whether actual or contingent, present or future, quantified or unquantified, or incurred jointly or severally with any other person;

MCPCP means McPherson's Consumer Products Pty Ltd ABN 36 000 020 495 of 105 Vanessa Street, Kingsgrove NSW 2208;

MCPHK means McPherson's Consumer Products (HK) Limited – HK Company Number 0041342 of Unit 201, New Bright Building, 11 Shueng Yuet Road, Kowloon Bay, Kowloon, Hong Kong;

MCPNZ means McPherson's Consumer Products (NZ) Limited NZBN 942 903 934 9835;

MCPS means McPherson's Consumer Products Pte. Ltd. – Singapore Company Number 199901565R of Toh Guan Road #03-00 CJ Korea Express Building, Singapore 608839;

NewCoAus means McPherson's Housewares Pty Ltd (ACN 601 910 776), the entity incorporated in Victoria, which will be owned 51% by EQH and 49% by MCPCP, established to acquire that part of MCP's international housewares business that is owned and operated by MCPCP in Australia;

NewCoHK means McPherson's Housewares HK Limited, the entity incorporated in Hong Kong, owned 51% by EQH and 49% by MCPHK, established to take over certain elements of the product sourcing functions, office accommodation and personnel of MCPHK and/or EQH;

NewCoNZ means the entity incorporated in New Zealand, which will be owned 51% by EQH and 49% by MCPNZ, established to acquire that part of MCP's international housewares business that is owned and operated by MCPNZ in New Zealand;

NewCoSing means McPherson's Housewares Singapore Pte. Ltd., the entity incorporated in Singapore, owned 51% by EQH and 49% by MCPS, established by EQH and MCPS to acquire that part of MCP's international housewares business that is owned and operated by MCPS in Singapore;

NewCo Entities means, collectively, NewCoAus, NewCoHK and NewCoSing (each of which are owned 51% by EQH and 49% by a Related Body Corporate of MCP);

Patents means the patents registered to the Assignors specified and described in Schedule 1;

Purchase Price means \$1.00;

Related Body Corporate has the meaning given to that expression in section 9 of the Corporations Act;

Representative of a person includes an officer, employee, agent, auditor, adviser, financier (including syndicatees), insurance broker, partner, associate, consultant, joint venturer or sub-contractor of that person or of a Related Body Corporate of that person;

Tax means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition; and

Tax Benefit means any refund, credit, offset, relief, allowance, deduction, rebate, recoupment, compensation, Tax loss, right to repayment or other benefits or saving in relation to Tax and includes any amount otherwise payable which reduces, offsets, discharges or satisfies a Tax Liability;x

Trade Marks means the registered and unregistered trade marks and trade mark applications (together with any trade mark registered in any country in connection with those applications) including those specified and described in Schedule 1.

Transaction Documents means:

- (a) this deed; and
- (b) the Interdependent Agreements;

Warranties means the warranties given by the Assignors under clause 5.1.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) a reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this deed and references to this deed include any recital, schedule or annexure;
 - (iii) any contract (including this deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
 - (iv) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (v) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;

- (vi) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns; and
- (vii) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (b) unless expressly stated, no party enters into this deed as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (e) headings and the table of contents are for convenience only and do not form part of this deed or affect its interpretation;
- (f) an agreement, representation, warranty, covenant, undertaking, right or obligation:
 - (i) in favour of 2 or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of 2 or more persons binds them jointly and severally; and
- (g) a provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this deed.

2 Interdependency

2.1 Interdependent Agreements

- (a) This deed is interdependent with the Interdependent Agreements.
- (b) Despite any other provision of this deed, this deed is not required to be completed unless:
 - (i) each of the Interdependent Agreements has been executed; and
 - (ii) it is completed at the same time as the Interdependent Sale Agreements.
- (c) Subject to clause 2.2, completion under this deed cannot occur unless it occurs simultaneously with completion of the Interdependent Sale Agreements.

2.2 Termination

This deed is deemed to be terminated in the event that any Interdependent Agreement is terminated prior to Completion.

2.3 New Zealand

The parties acknowledge and agree that, subject to completion of satisfactory due diligence by EQH (which has not yet been completed as at the date of this deed):

- (a) EQH and MCPNZ will incorporate NewCoNZ;

- (b) EQH and MCPNZ will enter into a shareholders agreement to govern all of the affairs of NewCoNZ on the same corresponding terms as the Shareholders Agreement (Australia), including only any amendments necessary to comply with or recognise New Zealand law;
- (c) MCPNZ and NewCoNZ will enter into an asset sale agreement for the sale and purchase of that part of the international housewares business which operates in New Zealand, and the relevant assets, from MCPNZ to NewCoNZ, on the same corresponding terms as the Australia Asset Sale Agreement (as defined in Schedule 2) subject only to any amendments necessary to comply with or recognise New Zealand law; and
- (d) MCPNZ and the Assignee will enter into a deed of assignment of intellectual property rights for the intellectual property rights owned or used by MCPNZ in the New Zealand business, on the same corresponding terms as this deed subject only to any amendments necessary to comply with or recognise New Zealand law,

on or before 31 March 2015.

3 Purchase Price

On the Effective Date, subject to the Assignors complying with their obligations under clause 4, the Assignee must pay the Purchase Price in immediately available funds to the Assignors in such proportions and as directed by the Assignors in writing.

4 Assignment

4.1 Assignment

With effect on the Effective Date, in consideration for the Purchase Price, the Assignors irrevocably and unconditionally assign to the Assignee, and the Assignee accepts, free of all encumbrances:

- (a) all of the Assignors' right, title and interest in and to all Intellectual Property Rights of the Assignors, including the Trade Marks, Patents, Designs, Domain Names and the Business Names;
- (b) without limiting clause 4.1(a):
 - (i) all of the Assignors' right, title and interest in and to the goodwill associated with the Trade Marks, Patents, Designs, Domain Names and the Business Names or any of them; and
 - (ii) all copyright and other rights owned by the Assignors and used by the Assignors prior to the Effective Date to market goods or services under the Trade Marks;
- (c) the right of the Assignors to take action against any person (and to recover damages, an account of profits or other relief) for infringement of any of the Intellectual Property Rights described in clauses 4.1(a) and 4.1(b) (including an infringement prior to the Effective Date); and
- (d) the benefit of any use of the Trade Marks, Patents, Designs, Domain Names and the Business Names prior to the date of lodgement of the relevant applications,

(together, **Assigned Property**).

4.2 Intellectual property not owned by Assignors

Where Schedule 1 states that an entity which is not an Assignor is the owner of an item of Assigned Property, MCP will ensure that the owner of the Assigned Property will assign that

item of Assigned Property to the Assignee on the Effective Date and on corresponding terms and conditions to those set out in this deed.

5 Warranties and indemnities

5.1 Representations and warranties

The Assignors represent and warrant to the Assignee that:

- (a) they have full power and authority to enter into and perform this deed and the transactions contemplated by this deed;
- (b) they have taken all necessary action to authorise their entry into, delivery and performance of this deed;
- (c) this deed constitutes valid and binding obligations of them in accordance with its terms, subject to any principles of equity or insolvency law and necessary stamping;
- (d) the entry into, delivery and performance by them of this deed does not breach:
 - (i) any of their obligations;
 - (ii) any applicable law; or
 - (iii) their constituent documents;
- (e) as at the Effective Date, they are the legal and beneficial owners of, or have a valid right to use, all of the Assigned Property;
- (f) as at the Effective Date, the Assigned Property is free of encumbrances;
- (g) the Assigned Property comprises all of the intellectual property rights owned or used in connection with the Business;
- (h) no challenge (such as a challenge to its validity or to its registration) has been made or threatened in respect of any of the Assigned Property;
- (i) to the best of the Assignors' knowledge, there has been no unauthorised use by any person of any of the Assigned Property;
- (j) the Assignors do not infringe or wrongfully use any intellectual property rights of any person, and no claim has been made against the Assignors in respect of any such infringement or wrongful use;
- (k) as at the Effective Date, the Assigned Property, and its use by the Assignee, will not infringe the intellectual property rights of any person;
- (l) Schedule 1 contains complete and accurate details of the Assigned Property;
- (m) other than the Assigned Property, no intellectual property rights are required for the continued operation of the Business;
- (n) all of the Assigned Property is valid and subsisting, and nothing has been done or omitted to be done by the Assignors or, to the best of the Assignors' knowledge, by any third party which may jeopardise the validity or subsistence of any of the Assigned Property; and
- (o) all intellectual property rights comprised in the Assigned Property that are the product or result of any work or other activity carried out or contributed to by any employee or independent contractor of the Assignors, or that has arisen directly or indirectly out of the employment of an employee of the Assignors or engagement of an independent contractor of the Assignors, has, immediately before the Effective Date, been full and properly assigned to the Assignors.

5.2 Indemnity

The Assignors unconditionally and irrevocably indemnify the Assignee against all Damages that the Assignee may sustain or incur as a result of any breach of any representation or warranty given by the Assignors under clause 5.1.

6 Limitations on Liability

6.1 Disclosure and knowledge limitations

The Assignee may not make or bring a Claim for breach of Warranty in respect of any matter, and agrees the Warranties are given subject to all matters:

- (a) fairly and fully disclosed in the Disclosure Material;
- (b) which are or would be revealed by a search on a day that is at least 2 Business Days before the date of this Agreement of those records open for public inspection maintained by searches of publicly available intellectual property databases;
- (c) of which the Assignee is actually aware.

6.2 Limitations on quantum

- (a) The total aggregate Liability for all Claims for breach of the this Deed and the Interdependent Sale Agreements is limited to 50% of so much of the purchase price (including the Purchase Price under this Deed) as is actually paid by the NewCo Parties to the MCP Parties under all of those agreements.
- (b) The Assignee may not make or bring, and the Assignors are not liable to the Assignee for, any Claim for breach of Warranty unless and until the aggregate amount of all such Claims exceeds \$100,000, in which case the Assignors will be liable for the full amount and not just the excess over \$100,000.

6.3 Time limit on Claims

- (a) The Assignee may not make or bring, and the Assignors are not liable to the Assignee for, any Claim for breach of Warranty, unless the Claim has been notified to the Assignors in accordance with clause 6.4 and/or clause 6.5 (as applicable) within 24 months after the Effective Date.
- (b) The Assignee may not make or bring, and the Assignors are not liable to the Assignee for, any Claim for breach of Warranty, if legal proceedings in respect of any Claim notified to the Assignees in accordance with clause 6.4 and/or clause 6.5 (as applicable) have not been commenced against any of the Assignees by being properly issued and validly served on an Assignee within six months of giving the notice.

6.4 Notice of Claims

If the Assignee becomes aware of any matter that gives or may give rise to a Claim for breach of Warranty:

- (a) the Assignee must give notice of the Claim to the Assignors no later than 20 Business Days after it becomes aware of the matter on which the Claim is based;
- (b) the notice must contain:
 - (i) full details of the matter that gives or may give rise to the Claim;
 - (ii) if it is alleged that the matter referred to in clause 6.4(b)(i) constitutes a breach of this deed, the basis for that allegation; and

- (iii) if reasonably practicable, an estimate of the amount of the loss or damage, if any, arising out of the Claim or the matter that gives or may give rise to the Claim; and
- (c) The Assignee must provide any available documentation and information in relation to the Claim to the Assignors.

6.5 Third Party Claims

- (a) If the matter that gives or may give rise to a Claim for breach of Warranty arises in connection with a Claim by a third party against the Assignee or a Liability of the Assignee to a third party (**Third Party Claim**) then:
 - (i) The Assignee must notify the Assignors of the Third Party Claim within 20 Business Days of it becoming aware of the existence of the Third Party Claim;
 - (ii) until the Assignee notifies the Assignors in accordance with clause 6.5(a)(i), it must take all reasonable steps to mitigate any Liability that may be suffered in connection with the Third Party Claim;
 - (iii) at the direction and expense of the Assignors, to be satisfied as soon as practicable by the Assignors on demand, the Assignee must either:
 - (A) take such action (including legal proceedings or making claims under any insurance policies) as the Assignors may reasonably require to avoid, dispute, resist, defend, appeal, compromise or mitigate the Third Party Claim, subject to clause 6.5(b); or
 - (B) allow the Assignors to take over the conduct of the Third Party Claim and the Assignee:
 - (I) must co-operate with the Assignors and do all things requested by the Assignors in respect of the Third Party Claim; and
 - (II) agrees that the Assignors may take such action as they may determine regarding the Third Party Claim, including negotiating, defending, settling, compromising and appealing the Third Party Claim; and
 - (iv) subject to clause 6.5(b), the Assignee must not settle, make any admission of Liability or compromise any Third Party Claim, or any matter which gives or may give rise to a Third Party Claim, without the prior written consent of the Assignors (not to be unreasonably withheld).
- (b) If the Assignee gives the Assignors notice of a Third Party Claim and the Assignors notify the Assignee in writing that they does not wish to take over the control of the Third Party Claim, the Assignee may take such actions as the Assignee, acting reasonably, may determine to mitigate any Liability that may be suffered in connection with the Third Party Claim, including negotiating, defending and/or settling the Third Party Claim and seeking to recover costs incurred as a consequence of the Third Party Claim from any person (other than the Assignors), if:
 - (i) the Assignee at reasonable and regular intervals provides the Assignors with written reports concerning the conduct, negotiation, control, defence and/or settlement of the Third Party Claim;
 - (ii) the Assignee affords the Assignors reasonable time and opportunity to consult with the Assignee on matters of significance in relation to the conduct, negotiation and settlement of the Third Party Claim and takes into account the Assignors' reasonable representations in respect of such matters; and

- (iii) the Assignors render to the Assignee, at the Assignee's expense, all such assistance as the Assignee may reasonably require in disputing any Third Party Claim.

6.6 Other limitations

- (a) The Assignee may not make or bring, and the Assignors are not liable to the Assignee for, any Claim for breach of Warranty:
 - (i) **failure to comply with notice provisions:** to the extent the Claim arises as a result of, or is increased by, the failure of the Assignee to comply in any material respect with clause 6.4 or clause 6.5 (as applicable);
 - (ii) **acts or omissions after Completion:** if the Claim arises from, or to the extent the amount of the Claim is increased as a result of, any act or omission after Completion of the Assignee, any NewCo Entity or any of their Related Bodies Corporate of the Assignee or any person acting, or purporting to act, on behalf of the Assignee or any Related Body Corporate of the Assignee;
 - (iii) **authorised acts or omissions:** if the Claim arises from, or to the extent the amount of the Claim is increased as a result of, an act or omission:
 - (A) carried out at the request or with the approval of the Assignee or any of its Related Bodies Corporate or Representatives prior to the Effective Date; or
 - (B) which is expressly authorised or required by any Transaction Document;
 - (iv) **breach remedied:** to the extent that the breach giving rise to the Claim is capable of remedy and, within 20 Business Days after receiving notice of the Claim in accordance with clause 6.4 and/or clause 6.5 (as applicable), the Assignors remedy the breach to the reasonable satisfaction of the Assignee;
 - (v) **changes in law:** if the Claim arises as a result of or would not have arisen except as a result of:
 - (A) the enactment or amendment of any legislation (including legislation which takes effect retrospectively);
 - (B) any change in the judicial interpretation of any law;
 - (C) any judgement that is delivered (other than any judgment in relation to a Claim under or in connection with this deed); or
 - (D) any change in the practice, policy or rulings of any Government Agency,
 in each case after the date of this deed;
 - (vi) **mitigation:** if the Claim arises from, or to the extent it is increased as a result of, a failure by the Assignee, any NewCo Entity or any of their Related Bodies Corporate to take reasonable steps to mitigate their loss, damage or Liability.
- (b) The right of the Assignee to make a Claim under this deed must not be assigned to any other person.

6.7 Third party recovery

- (a) Where the Assignee is entitled to recover any sum (whether by payment, discount, credit or otherwise) from any third party (including from an insurer or under an indemnity or guarantee) in relation to any matter for which a Claim is or could be made or brought against the Assignors by the Assignee, the Assignors are not liable for that Claim, unless:

- (i) the Assignee demands against that third party and uses its best endeavours to obtain an appropriate remedy for that demand before making or bringing the Claim, and any sum recovered will reduce the amount of that Claim; and
 - (ii) the Assignee assigns to the Assignors the benefit it may receive of any debts, claims or other actions from any third party, in respect of a Claim that has already been satisfied by the Assignors.
- (b) If the Assignors have paid any amount to the Assignee in respect of any Claim for breach of Warranty, and the Assignee receives any sum (whether by payment, discount, credit or otherwise) in respect of the same matter giving rise to the Claim from any third party (including from an insurer or under an indemnity or guarantee), then the Assignee must pay to the Assignors an amount equal to the lesser of:
- (i) the amount paid by the Assignors in respect of the Claim; and
 - (ii) the value of the sum received from the third party.

6.8 **No double recovery**

The Assignee will not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same loss, damage, Liability or breach of this deed.

6.9 **Corresponding benefit**

The Liability of the Assignors for any Claim under or in connection with this Agreement will be reduced to the extent of the value of any benefit accruing to the Assignee as a result of the matter giving rise to the Claim. A benefit will include:

- (a) the amount of Tax Benefit that the Assignee or any of its Related Bodies Corporate is entitled to receive; and
- (b) the amount by which any Tax that the Assignee, any NewCo Entity or any of their Related Bodies Corporate is or may be liable to be assessed or made accountable for is reduced or extinguished (directly or indirectly) as a consequence of the matter.

6.10 **Changes to Purchase Price**

If the Assignor pays any sum to the Assignees in respect of a Claim, the Purchase Price will be deemed to be reduced by the amount of that payment.

6.11 **Exclusion of officers and employees from Liability**

The Assignee must not make or bring any Claim against any of the present or former officers or employees of the any of the Assignors (each a **Released Person**) in respect of any act or omission on the part of the Released Person before Completion, other than any matter arising from the fraud, wilful misconduct or dishonesty of the Released Person. The Assignee agrees that this clause is for the benefit of the Released Persons, and is held on trust for them by the Assignors.

7 **Obligations of the Assignors**

7.1 **Further assistance**

The Assignors agree to take all reasonable steps to assist the Assignee in providing proof of use in the event that a non-use application is made by any person in relation to any of the Trade Marks.

7.2 Further assurance

The Assignors agree to execute all documents that are or may be required to vest complete rights, title and interest in the Assigned Property in the Assignee.

8 Guarantee and indemnity

- (a) In consideration of the Assignee entering into this deed with the Assignors, MCP irrevocably and unconditionally guarantees to the Assignee the due and punctual performance of all present and future obligations and the payment of all present and future liabilities of the Assignors under this deed and must on demand by the Assignee perform those obligations or pay those liabilities in the manner specified in the deed if the Assignors fail to do so on the due date.
- (b) MCP acknowledges and agrees that its obligations as guarantor under this clause 8 are principal and continuing obligations.
- (c) As a separate, independent and continuing obligation, MCP irrevocably and unconditionally indemnifies the Assignee in respect of any failure by the Assignors to duly and punctually perform all their present and future obligations and/or to pay all their present and future liabilities under this deed.
- (d) The guarantee and indemnity under this clause shall not be affected by anything, including any principle of law or equity, which might otherwise reduce or limit in any way the liability of MCP under this clause 8, including but not limited to:
 - (i) any delay, waiver or indulgence by the Assignee;
 - (ii) any insolvency of the Assignors or MCP;
 - (iii) any invalidity of any obligation of the Assignors under this deed; or
 - (iv) any failure or omission by the Assignee to take or enforce any security from the Assignors, MCP or anyone else.

9 General

9.1 Stamp duty

The Assignors must pay any and all stamp duty (including any penalties) payable or assessed in connection with this deed, the transactions contemplated by this deed and any document required by or contemplated under this deed.

9.2 Legal costs

Except as expressly stated otherwise in this deed, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this deed.

9.3 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

9.4 Severability

- (a) Subject to clause 9.4(b), if a provision of this deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this deed.
- (b) Clause 9.4(a) does not apply if severing the provision:
 - (i) materially alters the:
 - (A) scope and nature of this deed; or
 - (B) the relative commercial or financial positions of the parties; or
 - (ii) would be contrary to public policy.

9.5 Rights cumulative

Except as expressly stated otherwise in this deed, the rights of a party under this deed are cumulative and are in addition to any other rights of that party.

9.6 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this deed does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

9.7 Survival

The rights and obligations of the parties do not merge on:

- (a) completion of any transaction under this deed; or
- (b) termination or expiration of this deed.

9.8 Amendment

This deed may only be varied or replaced by a deed executed by the parties.

9.9 Counterparts

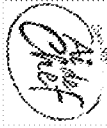


This deed may be executed in any number of counterparts and all counterparts when exchanged will be taken to constitute one document.

9.10 Entire understanding

- (a) This deed and the Interdependent Agreements contain the entire understanding between the parties as to the subject matter of them.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this deed are merged in and superseded by this deed and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this deed; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.


Schedule 1
Intellectual Property details

1 Trade Marks (Australia)

App. No.	Trade Mark	Logo	Country	Class(es)	Owner(s)	Status
1336667	AI DE CHEF (Logo)		Australia	8, 21	McPherson's Consumer Products Pty Limited	Registered
378274	AI-DE-CHEF		Australia	21	McPherson's Consumer Products Pty Limited	Registered
335121	AI-DE-CHEF		Australia	8	McPherson's Consumer Products Pty Limited	Registered
631328	AI-DE-CHEF CLASSIC (Logo)		Australia	8	McPherson's Consumer Products Pty Limited	Registered
631329	AI-DE-CHEF CLASSIC (Logo)		Australia	21	McPherson's Consumer Products Pty Limited	Registered
862309	BAKERS CHOICE		Australia	8	McPherson's Consumer Products (NZ) Limited	Registered
1244316	BAKERS KITCHEN		Australia	21	McPherson's Limited	Registered

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153167	BAR B BUDDY	Australia	8, 21	McPherson's Limited	Pending	
1465668	BAR B Logo		Australia	3, 4, 8, 9, 11, 21, 25	McPherson's Limited	Pending
1447280	BAR*B Experience (Stylised)	<u>BAR*B Experience</u>	Australia	3	McPherson's Limited	Registered
1447279	BAR*B*PRECISION (Stylised)	<u>BAR*B*PRECISION</u>	Australia	8	McPherson's Limited	Registered
458403	BAR-B-BOSS	Australia	8	McPherson's Limited	Registered	
420952	BAR-B-MATE	Australia	8	McPherson's Limited	Registered	
506055	BAR-B-PACK	Australia	8	McPherson's Limited	Registered	
1015887	Bend n' Bake	Australia	21	McPherson's Limited	Registered	
1244315	CERASMART	Australia	21	McPherson's Limited	Registered	

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1408008	CHOMP (Logo)		Australia	8, 21	McPherson's Consumer Products Pty Limited	Registered
877136	CLASSIC COOK		Australia	8, 21	McPherson's Consumer Products (NZ) Limited	Registered
363499	DECO		Australia	6	McPherson's Consumer Products Pty Limited	Registered
898524	DIAMOND FINGERS		Australia	8	McPherson's Consumer Products Pty Limited	Registered
1097688	EASTWEST		Australia	8	McPherson's Consumer Products Pty Limited	Registered
610354	ENCORE Logo		Australia	8	McPherson's Consumer Products Pty Limited	Registered
633422	ENCORE Logo		Australia	11	McPherson's Consumer Products Pty Limited	Registered
1454801	EPICUREAN		Australia	8	McPherson's Limited	Registered

767922 ETERNA

Australia

8, 11, 21






McPherson's Consumer Products Pty Limited

Registered

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Legal/43046512_21

1211905	ETERNA (Logo)		Australia	8, 9, 11, 21	McPherson's Consumer Products Pty Limited	Registered
528935	FINECERAM (Logo)		Australia	21	ACN 082 110 101 Pty Ltd	Registered
1244317	FLEXIPRO		Australia	21	McPherson's Limited	Registered
1190406	FROGGY		Australia	8, 21	McPherson's Consumer Products Pty Limited	Registered
1189063	FURI Device		Australia	8	McPherson's Consumer Products Pty Limited	Registered
772268	FURI Device		Australia	8	McPherson's Consumer Products Pty Limited	Registered
595700	FUSION		Australia	8	McPherson's Limited	Registered
841245	GRIP1		Australia	8, 21	McPherson's Limited	Registered
1138779	GROSVENOR		Australia	21	McPherson's Limited	Registered

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120728	GROSVENOR	Australia	8	McPherson's Limited	Registered
460489	GROSVENOR	Australia	14	McPherson's Limited	Registered
460490	GROSVENOR	Australia	21	McPherson's Limited	Registered
1371646	GROSVENOR	Australia	8	McPherson's Limited	Registered
1301812	GROSVENOR BAKEPLUS	Australia	21	McPherson's Limited	Registered
1301813	GROSVENOR PROBAKE	Australia	21	McPherson's Limited	Registered
496992	HANDI-CAN	Australia	8	McPherson's Limited	Registered
427058	HANDI-MATE series	Australia	8	McPherson's Limited	Registered

314451 HOMEWORLD

Australia

21

McPherson's Consumer Products Pty Limited

Registered

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963592	IMMERSE	Australia	21	McPherson's Limited	Registered
767920	KITCHEN CLASS	Australia	8, 21	McPherson's Consumer Products Pty Limited	Registered
431189	KITCHEN MATE series (2)	Australia	8	McPherson's Limited	Registered
1504643	KOCHBLUMME	Australia	21	McPherson's Consumer Products Pty Limited	Registered
1004024	KOENIG	Australia	21	McPherson's Consumer Products Pty Limited	Registered
392611	LASER	Australia	8	McPherson's Limited	Registered
415538	LASER	Australia	21	McPherson's Limited	Registered
515485	LASER	Australia	8	McPherson's Limited	Registered
1357333	Lasert Edge Technology (Logo)	Australia	8	McPherson's Limited	Registered



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1341792	NOUVELLE CUISINE (Logo)		Australia	21	McPherson's Limited	Registered
446327	REGENT		Australia	8	McPherson's Limited	Registered
1166158	RICHARDSON SHEFFIELD		Australia	8, 21	McPherson's Limited	Registered
85599	RODD		Australia	14	McPherson's Limited	Registered
433981	RODD		Australia	14	McPherson's Limited	Registered
478027	RODD		Australia	21	McPherson's Limited	Registered
322313	RODD		Australia	8	McPherson's Limited	Registered
1420916	SANTAS KITCHEN		Australia	21	McPherson's Consumer Products Pty Limited	Registered
1456562	SMARTSTACK		Australia	21	McPherson's Limited	Registered

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906981	so.eat	Australia	8, 21	McPherson's Limited	Registered
891397	STANLEY ROGERS	Australia	14, 21	ACN 082 110 101 Pty Ltd	Registered
969199	STANLEY ROGERS	Australia	8	ACN 082 110 101 Pty Ltd	Registered
1316942	STANLEY ROGERS ALBANY	Australia	8	McPherson's Limited	Registered
1316940	STANLEY ROGERS BAGUETTE	Australia	8	McPherson's Limited	Registered
1316941	STANLEY ROGERS BRISTOL	Australia	8	McPherson's Limited	Registered
1316939	STANLEY ROGERS CLARENDON	Australia	8	McPherson's Limited	Registered
1316937	STANLEY ROGERS LIBRA	Australia	8	McPherson's Limited	Registered
1316938	STANLEY ROGERS PISTOL GRIP	Australia	8	McPherson's Limited	Registered

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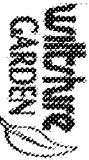

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Legal/43046512_21

1538674	STAYSHARP	Australia	8	McPherson's Limited	Pending
1434793	STEAK MATE	Australia	9	McPherson's Consumer Products Pty Limited	Registered
313802	STRACHAN	Australia	8	McPherson's Limited	Registered
313903	STRACHAN	Australia	14	McPherson's Limited	Registered
1371405	STRACHAN	Australia	8	McPherson's Limited	Registered
393328	STRACHAN LION	Australia	8	McPherson's Limited	Registered
					
	STRACHAN				
1341638	SWISSPRO	Australia	21	McPherson's Limited	Registered
967970	TECH EDGE	Australia	8	McPherson's Consumer Products Pty Limited	Registered
1341816	TECHTONIC	Australia	21	McPherson's Limited	Registered

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DRZ:MGW:3607437
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605869	WILTSHIRE		Australia	8	McPherson's Limited	Registered
838213	Wiltshire		Australia	21	McPherson's Limited	Registered
1412665	WILTSHIRE		Australia	21	McPherson's Limited	Registered
1128594	WILTSHIRE (stylised)		Australia	6, 8, 21	McPherson's Limited	Registered
549460	WILTSHIRE BAR-B-TONGS		Australia	8	McPherson's Limited	Registered
838212	Wiltshire EasyBake		Australia	21	McPherson's Limited	Registered
469524	WILTSHIRE GARDEN (logo)		Australia	8	McPherson's Limited	Registered
519248	WILTSHIRE GOURMET		Australia	8	McPherson's Limited	Registered
489191	WILTSHIRE HANDI-TONGS (logo)		Australia	8	McPherson's Limited	Registered

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1295770	Wiltshire Home For Christmas (Logo)		Australia	21	McPherson's Limited	Registered
1297485	Wiltshire Home For Christmas (Logo)		Australia	8	McPherson's Limited	Registered
1590214	WILTSHIRE KLEVER KITCHEN		Australia	8, 16, 21	McPherson's Limited	Registered
1293049	WILTSHIRE LITTLE CHEF (Logo)		Australia	8, 21	McPherson's Limited	Registered
1133587	WILTSHIRE PREPWARE		Australia	6, 9, 21	McPherson's Limited	Registered
659117	WILTSHIRE SAFETY KNIFE		Australia	8	McPherson's Limited	Registered
1128595	WILTSHIRE SIMPLYBAKE		Australia	21	McPherson's Limited	Registered
103555	WILTSHIRE STAINLESS LABEL		Australia	8	McPherson's Limited	Registered
1400569	WILTSHIRE STAYSHARP		Australia	8	McPherson's Limited	Registered

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



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252973	WILTSHIRE STAYSHARP logo		Australia	8	McPherson's Limited	Registered
258553	WILTSHIRE SUPASHARP		Australia	8	McPherson's Limited	Registered
455292	WILTSHIRE TOOLS		Australia	8	McPherson's Limited	Registered
588602	WILTSHIRE TOOLS		Australia	8	McPherson's Limited	Registered
838215	Wiltshire Wondercake		Australia	21	McPherson's Limited	Registered

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Country	TM No	Trade Mark	Class (es)	Owner	Filing Date	Status	Subset Brand
Australia	1602588		3, 4, 8, 9, 11, 21, 25	McPherson's Limited	15 December 2011	Pending Acceptance due: 8 July 2015	WILTSHIRE
Australia	1526131		21	McPherson's Limited	14 November 2012	Pending	WILTSHIRE
Australia	898524	DIAMOND FINGERS	8	McPherson's Consumer Products Pty Limited	18 December 2001	Registered Renewal due: 18 December 2021	FURI
Australia	745089		8, 21	McPherson's Limited	30 September 1997	Registered Renewal due: 30 September 2017	RICHARDSON SHEFFIELD
Australia	1166159		8, 21	McPherson's Limited	13 March 2007	Registered Renewal due: 13 March 2017	RICHARDSON SHEFFIELD

2 Trade marks (International)

App/Reg. Number	Trade Mark	Logo	Country	Class(es)	Owner(s)	Status
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840818564 FURI Device



Brazil 8 McPherson's Consumer Products Pty Limited Pending

840.197.748 WILTSHIRE STAYSHARP

Brazil 8 McPherson's Limited Pending

1,553,046 Bar B (Logo In Red)



Canada 3, 4, 8, 9, 11, 21, 25 McPherson's Limited Pending

384694 BAR-B-BOSS

Canada 8 McPherson's Limited Registered

332835 BAR-B-MATE

Canada 8 McPherson's Limited Registered

384695 BAR-B-TONGS

Canada 8 McPherson's Limited Registered



1,552,041 CUCINA ETERNA

Canada 21 McPherson's Consumer Products Pty Limited Pending

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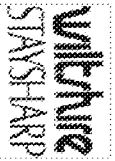
1,692,228	FURI Device		Canada	9	McPherson's Consumer Products Pty Limited	Pending
331,271	HANDI-MATE		Canada	8	McPherson's Limited	Registered
1,541,837	IMMERSE		Canada	21	McPherson's Consumer Products Pty Limited	Pending
427696	INFINITY FROM WILTSHIRE STAYSHARP		Canada	8	McPherson's Limited	Registered
291316	LASER		Canada	8	McPherson's Limited	Registered
1,478,226	Laser Edge Technology (Logo)		Canada	8	McPherson's Limited	Registered
TMA844,979	REGENT SHEFFIELD & Device		Canada	8, 21	Regent- Sheffield, Ltd.	Registered
TMA646655	SOFT TOUCH		Canada	8	McPherson's Limited	Registered
TMA820,002	STANLEY ROGERS		Canada	8, 14, 21	McPherson's Limited	Registered

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403747	WILTSHIRE STAYSHARP INFINITY	Canada	8	McPherson's Limited	Registered
481864	WILTSHIRE INFINITY EDGE	Canada	8	McPherson's Limited	Registered
482238	WILTSHIRE FINE EDGE	Canada	8	McPherson's Limited	Registered
419493	WILTSHIRE	Canada	8	McPherson's Limited	Registered
512536	TRUE GRIP	Canada	8	McPherson's Limited	Registered
459390	WILTSHIRE SAFETY KNIFE	Canada	8	McPherson's Limited	Registered
648726	WILTSHIRE SOFT TOUCH	Canada	8	McPherson's Limited	Registered
377047	WILTSHIRE STAYSHARP	Canada	8	McPherson's Limited	Registered



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403776	WILTSHIRE STAYSHARP QUANTUM		Canada	8	McPherson's Limited	Registered
9705989	REGENT SHEFFIELD (Logo)		European Community	8, 9, 21	McPherson's Consumer Products Pty Limited	Registered
9460817	WILTSHIRE STAYSHARP		European Community	8, 21	McPherson's Limited	Registered
1073910	A-DE-CHEF		Germany	8, 21	McPherson's Consumer Products Pty Limited	Registered
1086258	GROSVENOR		Germany	8, 21	McPherson's Limited	Registered
30 2011 015443	STANLEY ROGERS		Germany	8, 21	McPherson's Limited	Registered
1087864	STRACHAN		Germany	8	McPherson's Limited	Registered
2486/85	Oval device		Hong Kong	8	McPhersons Limited v/a Strachan Productions	Registered
302012877	WILTSHIRE		Hong Kong	8	McPherson's Limited	Registered

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DRZ:MGW:3607437
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3245445	FUSION	Japan	8	McPherson's Limited	Registered
4514714	GRIP1	Japan	8, 21	McPherson's Limited	Registered
2327645	LASER	Japan	8	McPherson's Limited	Registered
1073910	AI-DE-CHEF	Madrid Protocol	8, 21	McPherson's Consumer Products Pty Limited	Registered
930008	DIAMOND FINGERS	Madrid Protocol	8	McPherson's Consumer Products Pty Limited	Registered
897481	EASTWEST	Madrid Protocol	8	McPherson's Consumer Products Pty Limited	Registered
941952	FURI Device	Madrid Protocol	8	McPherson's Consumer Products Pty Limited	Registered
1088258	GROSVENOR	Madrid Protocol	8, 21	McPherson's Limited	Registered
1087864	STRACHAN	Madrid Protocol	8	McPherson's Limited	Registered



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Deed of Assignment of Intellectual Property

DRZ:MGW:3807437
Legal/43046512_21

1083570	WILTSHIRE								
2011050044	STANLEY ROGERS								
2011050045	STANLEY ROGERS								
M/101183	STRACHAN & oval device								
M/101184	STRACHAN & square device								
2011050042	WILTSHIRE								
2011050043	WILTSHIRE								
941952	FURI Device								
140.761	WILTSHIRE STAYSHARP								

Madrid Protocol 8, 21 McPherson's Limited Registered

Malaysia 8 McPherson's Limited Pending

Malaysia 21 McPherson's Limited Pending

Malaysia 8 McPherson's Limited Registered

Malaysia 14 McPherson's Limited Registered

Malaysia 8 McPherson's Limited Pending

Malaysia 21 McPherson's Limited Pending

Mexico 8 McPherson's Consumer Products Pty Ltd Pending

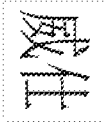

Norway 8 Richardson Sheffield Limited Registered



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Office of Assignment of Intellectual Property

DRZ:MGW:3607437
Legal/43046512_21

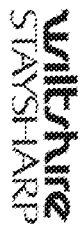
A53760	STRACHAN (Device)		Papua New Guinea	14	McPherson's Limited	Registered
315216	LASER		Paraguay	8	McPherson's Limited	Registered
1187410	FUSION		Peoples Republic of China	8	McPherson's Limited	Registered
10362666	WILTSHIRE in Chinese Characters		Peoples Republic of China	8	McPherson's Limited	Registered
10362665	WILTSHIRE in Chinese Characters		Peoples Republic of China	21	McPherson's Limited	Registered
1073910	AI-DE-CHEF		Poland	8, 21	McPherson's Consumer Products Pty Limited	Registered
1086258	GROSVENOR		Poland	8, 21	McPherson's Limited	Registered
Z-382240	STANLEY ROGERS		Poland	8, 21	McPherson's Limited	Registered
Z-382297	STAYSHARP		Poland	8	McPherson's Limited	Registered

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DRZ:MGW:3607437
Legal/43046512_21

1087864	STRACHAN	Poland	8	McPherson's Limited	Registered
1083570	WILTSHIRE	Poland	8, 21	McPherson's Limited	Registered
133933	WILTSHIRE STAYSHARP & Device	Republic of Ireland	8	Richardson Sheffield Limited	Registered
T05/21091A	GRIP1	Singapore	8	McPherson's Limited	Registered
T05/21092Z	GRIP1	Singapore	21	McPherson's Limited	Registered
T05/21101B	GROSVENOR	Singapore	8	McPherson's Limited	Registered
T05/211031	GROSVENOR	Singapore	21	McPherson's Limited	Registered
T05/21105E	LASER	Singapore	8	McPherson's Limited	Registered
T05/21106C	LASER	Singapore	21	McPherson's Limited	Registered



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2011/18476	Bar B (Logo in Red)		South Africa	3	McPherson's Limited	Opposition Pending
2010/24355	BAR B MATE		South Africa	8	McPherson's Limited	Registered
2009/25905	A-I-DE-CHEF (Logo)		South Africa	21	McPherson's Consumer Products Pty Limited	Registered
2009/25904	A-I-DE-CHEF (Logo)		South Africa	8	McPherson's Consumer Products Pty Limited	Registered
2009/23522	A-I-DE-CHEF		South Africa	21	McPherson's Consumer Products Pty Limited	Registered
2009/23521	A-I-DE-CHEF		South Africa	8	McPherson's Consumer Products Pty Limited	Registered
T1100803G	WILTSHIRE		Singapore	8, 21	McPherson's Limited	Registered
T83038881	STRACHAN & Square device		Singapore	14	McPherson's Limited	Registered
T0803962H	STANLEY ROGERS		Singapore	8, 14, 21	McPherson's Limited	Registered

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Deed of Assignment of Intellectual Property

DRZ:MGW:3607437
Legal/43046512_21

2011/18477	Bar B (Logo in Red)		South Africa	4	McPherson's Limited	Opposition Pending
2011/18478	Bar B (Logo in Red)		South Africa	8	McPherson's Limited	Opposition Pending
2011/18479	Bar B (Logo in Red)		South Africa	9	McPherson's Limited	Opposition Pending
2011/18480	Bar B (Logo in Red)		South Africa	11	McPherson's Limited	Opposition Pending
2011/18481	Bar B (Logo in Red)		South Africa	21	McPherson's Limited	Opposition Pending
2011/18482	Bar B (Logo in Red)		South Africa	25	McPherson's Limited	Opposition Pending
2010/17328	GROSVENOR		South Africa	8	McPherson's Limited	Registered
2010/17329	GROSVENOR		South Africa	21	McPherson's Limited	Registered
2010/24189	Lasar Edge Technology (Logo)		South Africa	8	McPherson's Limited	Registered

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2011/23720	SANTA'S KITCHEN	South Africa	21	McPherson's Consumer Products Pty Limited	Registered
2009/23519	STANLEY ROGERS	South Africa	8	McPherson's Limited	Registered
2009/23520	STANLEY ROGERS	South Africa	21	McPherson's Limited	Registered
2011/19647	STAYSHARP	South Africa	8	McPherson's Limited	Registered
2009/18825	WILTSHIRE	South Africa	8	McPherson's Limited	Registered
2009/18826	WILTSHIRE	South Africa	21	McPherson's Limited	Registered
2012/01676	WILTSHIRE BRAAI	South Africa	3	McPherson's Limited	Registered
2012/01677	WILTSHIRE BRAAI	South Africa	4	McPherson's Limited	Registered
2010/01678	WILTSHIRE BRAAI	South Africa	8	McPherson's Limited	Registered

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DRZ:MGW:3607437
Legal/43046512_21

2010/01679	WILTSHIRE BRAAI		South Africa	9	McPherson's Limited	Registered
2012/01680	WILTSHIRE BRAAI		South Africa	11	McPherson's Limited	Registered
2012/01681	WILTSHIRE BRAAI		South Africa	21	McPherson's Limited	Registered
2012/01682	WILTSHIRE BRAAI		South Africa	25	McPherson's Limited	Registered
2009/18734	WILTSHIRE STAYSHARP		South Africa	8	McPherson's Limited	Registered
1271662	REGENT SHEFFIELD		Taiwan (ROC)	8, 21	Regent- Sheffield, Ltd.	Registered
1271663	REGENT SHEFFIELD & Device		Taiwan (ROC)	8, 21	Regent- Sheffield, Ltd.	Registered
797311	STANLEY ROGERS		Thailand	8	McPherson's Limited	Pending
KOR362961	STANLEY ROGERS		Thailand	21	McPherson's Limited	Registered

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DRZ:MGW:3607437
Legal/43046512_21

25639823	FURI Device		United States of America	8	McPherson's Consumer Products Pty Limited	Registered
3302909	EASTWEST		United States of America	8	McPherson's Consumer Products Pty Limited	Registered
3728859	DIAMOND FINGERS		United States of America	7, 8	McPherson's Consumer Products Pty Limited	Registered
1,543,296	BAR-B-MATE		United States of America	8	McPherson's Limited	Registered
1349367	WILTSHIRE STAYSHARP		United Kingdom	8	McPherson's Limited	Registered
2562004	BAR B MATE		United Kingdom	8	McPherson's Limited	Registered
1574491	AIDE CHEF CLASSIC		United Kingdom	8, 21	McPherson's Consumer Products Pty Limited	Registered
KOR359227	WILTSHIRE		Thailand	8	McPherson's Limited	Registered
KOR354482	WILTSHIRE		Thailand	21	McPherson's Limited	Registered

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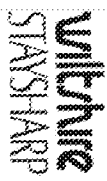
DRZ:MGW:3907437
Legal/43046512_21

4,127,034	GROSVENOR	United States of America	8	McPherson's Limited	Registered
3,976,149	GROSVENOR	United States of America	21	McPherson's Limited	Registered
3360230	GUSTO-GRIP	United States of America	8	McPherson's Consumer Products Pty Limited	Registered
1194643	LASER	United States of America	8	Regent- Sheffield, Ltd.	Registered
1317687	LASER	United States of America	8	Regent- Sheffield, Ltd.	Registered
2063290	REGENT SHEFFIELD	United States of America	8	Regent- Sheffield, Ltd.	Registered
3,870,886	STANLEY ROGERS	United States of America	8, 21	McPherson's Limited	Registered
3,928,915	STAYSHARP	United States of America	8, 21	McPherson's Limited	Registered
85/086,237	STRACHAN	United States of America	8	McPherson's Limited	Registered

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DRZ:MGW:3607437
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2874139	WILTSHIRE		United States of America	8	McPherson's Limited	Registered
1501936	WILTSHIRE STAYSHARP		United States of America	8	McPherson's Limited	Registered

Note: MCPCCP will retain all rights in all trade marks with respect to New Zealand (where applicable), including Madrid protocol trade marks.

3 Patents

Application No.	Patent No.	Title	Country	Expiry Date	Owner(s)	Renewal Date	Status
36003/95	685322	A BLADE SCABBARD	Australia	05-Oct-15	McPherson's Limited	No further renewal required	Granted
2010327355	TBA	BAKING PAN AND METHOD	Australia	01-Dec-30	McPherson's Limited	01-Dec-15	Pending
2,782,191	TBA	BAKING PAN AND METHOD	Canada	01-Dec-30	McPherson's Limited	01-Dec-14	Pending
2012/04002	TBA	BAKING PAN AND METHOD	South Africa	01-Dec-30	McPherson's Limited	01-Dec-15	Granted
1209326.6	GB2487885 A	BAKING PAN AND METHOD	United Kingdom	01-Dec-30	McPherson's Limited	01-Dec-14	Pending

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DRZ:MGW:3607437
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TBA	TBA	BBQ Utensils (Bar-B-Mate)	Australia	TBA	McPherson's Limited	TBA	Pending
2010265834	TBA	Blade Scabbard, Sharpener and Sharpening Cassette	Australia	22-Jun-30	McPherson's Limited	22-Jun-15	Pending
13/379,238	8,590,427	Blade Scabbard, Sharpener and Sharpening Cassette	United States of America	26-Nov-33	McPherson's Limited	26-May-17	Granted
13/870,784	TBA	Blade Scabbard, Sharpener and Sharpening Cassette	United States of America	TBA	McPherson's Limited	TBA	Pending
8433309	1168328A	Blade Scabbard, Sharpener and Sharpening Cassette	Hong Kong	22-Jun-38	McPherson's Limited	22-Jun-18	Pending
2,765,751	TBA	Blade Scabbard, Sharpener and Sharpening Cassette	Canada	22-Jun-30	McPherson's Limited	22-Jun-15	Pending

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DRZ:MGW:3607437
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10791049.9	2493657	Blade Scabbard, Sharpener and Sharpening Cassette	Europe	22-Jun-30	McPherson's Limited	22-Jun-15	Pending
2.0108E+11	CN102497957A	Blade Scabbard, Sharpener and Sharpening Cassette	People's Republic of China	TBA	McPherson's Limited	TBA	Pending
TBA	CN104015210A	Blade Scabbard, Sharpener and Sharpening Cassette	People's Republic of China	TBA	McPherson's Limited	TBA	Pending
201109608-8	177352	Blade Scabbard, Sharpener and Sharpening Cassette	Singapore	22-Jun-30	McPherson's Limited	15-Dec-14	Granted
10201403492S	TBA	Blade Scabbard, Sharpener and Sharpening Cassette	Singapore	TBA	McPherson's Limited	TBA	Pending
2011/09518	2011/09518	Blade Scabbard, Sharpener and Sharpening Cassette	South Africa	22-Jun-30	McPherson's Limited	22-Jun-15	Granted

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DRZ:MGW:3607437
Legal/43046512_21

58389/99	766688	BLADE SHARPENER	Australia	09-Nov-19	McPherson's Limited	09-Nov-15	Granted
09/454,329	6,117,002	BLADE SHARPENER	United States of America	03-Dec-19	McPherson's Limited	No further renewal required	Granted
2010341404	TBA	COOKING UTENSIL	Australia	24-Dec-30	McPherson's Consumer Products Pty Limited	24-Dec-15	Pending
PCT/AU2010/001750	2,786,054	COOKING UTENSIL	Canada	24-Dec-30	McPherson's Consumer Products Pty Limited	24-Dec-14	Pending
10841830.2	2521473	COOKING UTENSIL	Europe	24-Dec-30	McPherson's Consumer Products Pty Limited	24-Dec-14	Pending
2012/04314	TBA	COOKING UTENSIL	South Africa	24-Dec-30	McPherson's Consumer Products Pty Limited	24-Dec-15	Granted

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DRZ:MGW:3607437
Legal/43046512_21

13/518,961	TBA	COOKING UTENSIL	United States of America	TBA	McPherson's Consumer Products Pty Limited	TBA	Pending
2009202941	TBA	FILM DISPENSER	Australia	21-Jul-29	Mullix Pty Ltd	21-Jul-15	Pending
2002301512	2002301512	KNIFE AND BLADE SHARPENER	Australia	17-Oct-22	McPherson's Consumer Products Pty Limited	17-Oct-15	Granted
10/273,199	6,769,327	KNIFE AND BLADE SHARPENER	United States of America	17-Oct-22	McPherson's Consumer Products Pty Limited	03-Feb-16	Granted
08/913,949	6,109,138	KNIFE BLADES	United States of America	29-Aug-20	McPherson's Limited	28-Feb-17	Granted
2010306409	TBA	KNIFE BLOCK AND SHARPENER	Australia	15-Oct-30	McPherson's Limited	15-Oct-14	Pending

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DRZ:MGW:3607437
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2,777,598	TBA	KNIFE BLOCK AND SHARPENER	Canada	15-Oct-30	McPherson's Limited	15-Oct-14	Pending
10822906.3	EP 2488070	KNIFE BLOCK AND SHARPENER	Europe	15-Oct-30	McPherson's Limited	15-Oct-15	Pending
2012/03177	2012/03177	KNIFE BLOCK AND SHARPENER	South Africa	15-Oct-30	McPherson's Limited	15-Oct-15	Granted
11/334,881	7,381,120	KNIFE SHARPENER	United States of America	13-Jan-26	McPherson's Consumer Products Pty Limited	03-Dec-15	Granted
16743/01	784363	SCISSORS	Australia	31-Jan-21	McPherson's Limited	31-Jan-15	Granted
09/767,181	6,493,947	SCISSORS	United States of America	22-Jan-21	McPherson's Limited	No further renewal required	Granted

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DRZ:MGW:3607437
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11107724.5	1153429A	SCISSORS AND SHARPENING ARRANGEMENT	Hong Kong	15-Oct-29	McPherson's Limited	15-Oct-16	Granted
2009304582	TBA	SCISSORS AND SHARPENING ARRANGEMENT	Australia	15-Oct-29	McPherson's Limited	15-Oct-15	Pending
2,740,846	TBA	SCISSORS AND SHARPENING ARRANGEMENT	Canada	15-Oct-29	McPherson's Limited	15-Oct-14	Pending
GB1107900.1	GB24777064	SCISSORS AND SHARPENING ARRANGEMENT	United Kingdom	15-Oct-29	McPherson's Limited	15-Oct-14	Granted
GB1223056.1	GB2495034	SCISSORS AND SHARPENING ARRANGEMENT	United Kingdom	20-Dec-32	McPherson's Limited	20-Dec-16	Granted
13/124.821	8,661,690	SCISSORS AND SHARPENING ARRANGEMENT	United States of America	04-Mar-34	McPherson's Limited	04-Sep-17	Granted

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DRZ:MGW:3607437
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13/967,042	TBA	SCISSORS AND SHARPENING ARRANGEMENT	United States of America	TBA	McPherson's Limited	TBA	Pending
2011/03592	2011/03592	SCISSORS AND SHARPENING ARRANGEMENT	South Africa	15-Oct-29	McPherson's Limited	15-Oct-15	Granted
2013200083	TBA	STACKABLE COOKING PANS AND LIDS	Australia	04-Jan-33	McPherson's Limited	04-Jan-17	Pending

Yellow highlighted cases = FURI

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Deed of Assignment of Intellectual Property

DRZ:MGW:3607437
Legal/43046512_21


Application No.	Application Type	Title	Applicant	Status	Filing Date	Max Effective Date	Possible Related Brand
2009101086	Innovation	Product display unit	McPherson's Limited	GRANTED	26 October 2009	26 October 2017	Unknown
2008101223	Innovation	Product display unit	McPherson's Consumer Products Pty Ltd	GRANTED	12 December 2008	12 December 2016	Unknown
293532	National Phase Entry PCT	A blade scabbard	McPherson's Limited	Granted	5 October 1995	5 October 2015	Wiltshire Staysharp Knives
500975	National Complete	Blade sharpener	McPherson's Limited	Granted	10 November 1999	10 November 2019	Wiltshire Staysharp Knives
592389	National Phase Entry PCT	Scissors and Sharpening Arrangement	McPherson's Limited	Granted	20 April 2011	15 October 2029	Wiltshire Staysharp Knives
597186	National Phase Entry PCT	Blade Scabbard, Sharpener and Sharpening Cassette	McPherson's Limited	Granted	19 December 2011	22 June 2030	Wiltshire Staysharp Knives
599425	National Phase Entry PCT	Knife Block and Sharpener	McPherson's Limited	Granted	17 April 2012	15 October 2030	Wiltshire Staysharp Knives

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600328	National Phase Entry PCT	Baking Pan And Method	McPherson's Limited	Granted	30 May 2012	1 December 2030	Wiltshire Bakeware
600329	National Phase Entry PCT	Cooking Utensil	McPherson's Limited	Granted	30 May 2012	24 December 2030	Wiltshire Bar-B
605475	National Complete	Stackable Cooking Pans and Lids	McPherson's Limited	Granted	7 January 2013	7 January 2033	Wiltshire SmartStack Cookware Set

4 Designs

Your Reference	Registered No.	Title	Country	Expiry Date	Owner(s)	Renewal Date	Status	Image
Animal Face Muffin Moulds	334121	BAKING TRAY	Australia	19-Nov-20	McPherson's Consumer Products Pty Limited	19-Nov-15	Registered	
Animal Face Muffin Moulds	334164	BAKING TRAY	Australia	19-Nov-20	McPherson's Consumer Products Pty Limited	19-Nov-15	Registered	
Pirate Ship	334489	BAKING TRAY	Australia	7-Dec-20	McPherson's Consumer Products Pty Limited	07-Dec-15	Registered	
Pate Fours	336818	BAKING TRAY	Australia	3-May-21	McPherson's Limited	03-May-16	Registered	
Pirate Ship	D2011682/D	BAKING TRAY	Singapore	3-Jun-26	McPherson's Limited	03-Jun-16	Registered	

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DRZ:MGW:3607437
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Fairy Cake
Tray

342444

BAKING TRAY

Australia

12-Apr-22

McPherson's
Consumer Products
Pty Limited

12-Apr-17

Registered



Robot Cake
Tray

342445

BAKING TRAY

Australia

12-Apr-22

McPherson's
Consumer Products
Pty Limited

12-Apr-17

Registered



Fairy
Chocolate
Mould

342446

BAKING TRAY

Australia

12-Apr-22

McPherson's
Consumer Products
Pty Limited

12-Apr-17

Registered



Robot
Chocolate
Mould

342447

BAKING TRAY

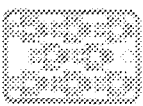
Australia

12-Apr-22

McPherson's
Consumer Products
Pty Limited

12-Apr-17

Registered



Animal Face
Chocolate
Mould

342448

BAKING TRAY

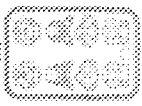
Australia

12-Apr-22

McPherson's
Consumer Products
Pty Limited

12-Apr-17

Registered



Teacake
Chocolate
Mould

342449

BAKING TRAY

Australia

12-Apr-22

McPherson's
Consumer Products
Pty Limited

12-Apr-17

Registered



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Deed of Assignment of Intellectual Property

Not Advised D348,191 BLADE FOR SCISSOR United States of America 28-Jun-19 McPherson's Limited No further renewal required Registered



End Lock Release 137808 BLADE SCABBARD Australia 14-Jan-15 McPherson's Limited 14-Jan-15 Registered



Bake-A-Number Pan 329196 CAKE PAN Australia 08-Sep-19 McPherson's Limited No further renewal required Registered



Big Cupcake Pan 327865 CAKE PAN Australia 08-Sep-19 McPherson's Limited No further renewal required Registered



6 Cup Decorative Cupcake Pan 327866 CAKE PAN Australia 08-Sep-19 McPherson's Limited No further renewal required Registered



Not Advised 139305 CARVING FORK AND SHARPENING STEEL Australia 13-Apr-15 McPherson's Limited No further renewal required Registered



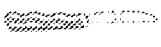
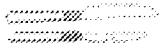
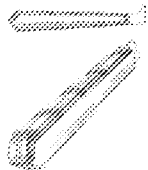
THOMSON GEER

Deed of Assignment of Intellectual Property

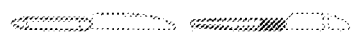
Not Advised	343611	CHEESE KNIFE	Australia	03-Jul-22	McPherson's Limited	03-Jul-17	Registered
Not Advised	D692,731	CHEESE KNIFE	United States of America	05-Nov-27	McPherson's Consumer Products Pty Limited	No further renewal required	Registered
Not Advised	D414,385	CHEESE PLANE BLADE	United States of America	28-Sep-24	McPherson's Limited	No further renewal required	Registered
Not Advised	341378	COOKING PAN AND LID	Australia	14-Feb-22	McPherson's Limited	14-Feb-17	Registered
Not Advised	D355,331	CUTLERY HANDLE	United States of America	14-Feb-20	McPherson's Limited	No further renewal required	Registered
Not Advised	D358,529	CUTLERY HANDLE	United States of America	23-May-20	McPherson's Limited	No further renewal required	Registered



Not Advised	D366,986	CUTLERY HANDLE	United States of America	13-Feb-21	McPherson's Limited	No further renewal required	Registered
Not Advised	D399,699	CUTLERY HANDLE	United States of America	20-Oct-23	McPherson's Limited	No further renewal required	Registered
Not Advised	D398,476	CUTLERY HANDLE	United States of America	22-Sep-23	McPherson's Limited	No further renewal required	Registered
Not Advised	D398,814	CUTLERY HANDLE	United States of America	29-Sep-23	McPherson's Limited	No further renewal required	Registered
Not Advised	D396,608	CUTLERY SUPPORT BLOCK	United States of America	04-Aug-23	McPherson's Limited	No further renewal required	Registered
15358/2008	323689	DISPENSER	Australia	13-Nov-18	Multix Pty Ltd	13-Nov-14	Registered



Not Advised D403,205 FLATWARE HANDLE United States of America 29-Dec-23 McPherson's Limited No further renewal required Registered



Not Advised D406,007 FLATWARE HANDLE United States of America 23-Feb-24 McPherson's Limited No further renewal required Registered

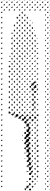


Not Advised D410,176 FLATWARE HANDLE United States of America 25-May-24 McPherson's Limited No further renewal required Registered



Not Advised D337,036 HANDLE FOR SCISSORS United States of America 06-Jul-18 McPherson's Limited No further renewal required Registered

Reverse Wedge Handle D450,995 IMPLEMENT HANDLE United States of America 27-Nov-15 McPherson's Consumer Products Pty Limited No further renewal required Registered



Not Advised 137809 KNIFE Australia 14-Jan-15 McPherson's Limited No further renewal required Registered



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Deed of Assignment of Intellectual Property

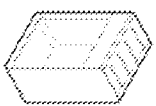
Not Advised 340111 KNIFE Australia 28-Nov-21 McPherson's Limited 28-Nov-18 Registered



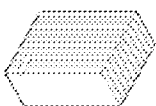
Knife Block & Steak Knife Drawer 327400 KNIFE BLOCK Australia 06-Aug-19 McPherson's Limited No further renewal required Registered



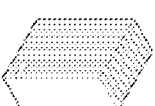
201415070 KNIFE BLOCK Australia 02-Oct-24 McPherson's Limited 02-Oct-19 Pending



201415071 KNIFE BLOCK Australia 02-Oct-24 McPherson's Limited 02-Oct-19 Pending



419403 KNIFE BLOCK Australia TBA McPherson's Limited TBA Pending



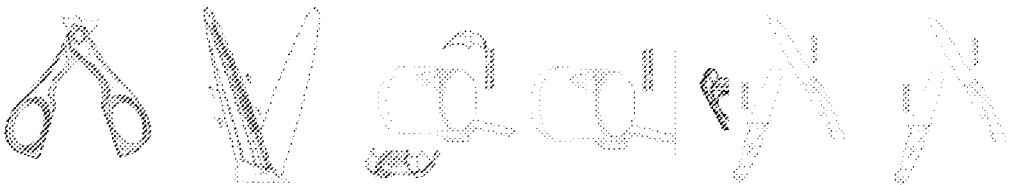
Not Advised 340112 KNIFE BLOCK Australia 28-Nov-21 McPherson's Limited 28-Nov-18 Registered



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Deed of Assignment of Intellectual Property

Not Advised	340109	KNIFE HANDLE	Australia	28-Nov-21	McPherson's Limited	28-Nov-18	Registered
Not Advised	314540	KNIFE SHARPENER HOUSING	Australia	16-Mar-17	McPherson's Limited	No further renewal required	Registered
Chocolate Melting Pot and Spoon Set	349016	POT AND SPOON SET	Australia	15-May-23	McPherson's Limited	15-May-18	Registered
Not Advised	313797	SCABBARD	Australia	25-Jan-17	McPherson's Limited	No further renewal required	Registered
Not Advised	D337,250	SCISSOR BLADE	United States of America	13-Jul-18	McPherson's Limited	No further renewal required	Registered
Not Advised	D337,249	SCISSOR HANDLE	United States of America	13-Jul-18	McPherson's Limited	No further renewal required	Registered



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Deed of Assignment of Intellectual Property

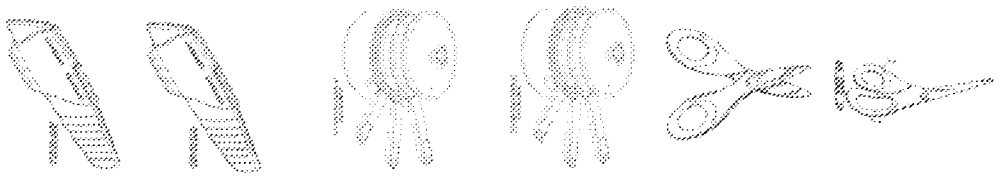
DRZ:MGW:3607437
Legal/43046512_21


Not Advised	D450,554	SCISSORS	United States of America	20-Nov-26	McPherson's Limited	No further renewal required	Registered
Not Advised	D453,457	SCISSORS	United States of America	12-Feb-27	McPherson's Limited	No further renewal required	Registered
Not Advised	341377	SET OF COOKING PANS AND LIDS	Australia	14-Feb-22	McPherson's Limited	14-Feb-17	Registered
Not Advised	415846	SET OF COOKING PANS AND LIDS	New Zealand	14-Feb-27	McPherson's Limited	14-Feb-17	Registered
Not Advised	337265	SHEATH FOR A KNIFE	Australia	26-May-21	McPherson's Limited	26-May-16	Registered

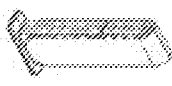
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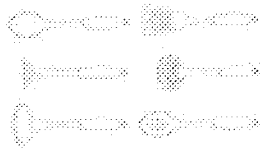
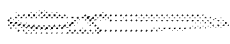
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Deed of Assignment of Intellectual Property



Country	Design No.	Representation	Title/Description	Proprietor	Filing Date	Status	Max Period Registration is effective	Possible Related Brand
Australia	AU 340110 S		Knife	McPherson's Limited	28 November 2011	Registered Renewal due: 28 November 2016	28 November 2021	Wiltshire Loose Knives

Australia	AU 314540 S		Knife sharpener housing	McPherson's Limited	16 March 2007	Registered (No renewals available)	16 March 2017	Wiltshire Knife Blocks
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Australia	AU 139166 S		A set of kitchen utensils	McPherson's Limited	13 April 1999	Registered (No renewals available)	13 April 2015	Unknown
Australia	AU 137809 S		Knife	McPherson's Limited	14 January 1999	Registered (No renewals available)	14 January 2015	Wiltshire Staysharp Knives

5 Business Names

None

THOMSON GEER

Deed of Assignment of Intellectual Property

DRZ:MGW:3607437
Legal/43046512_21

6 Domain Names

Domain Name	Domain Expiry Date
chefkitchenware.com.au	29/03/2014
createkitchenware.com.au	29/03/2014
decohardware.com.au	24/01/2015
flavourshaker.net.au	27/09/2014
furiglobal.com	
furiglobal.com.au	
furibrands.net	5/09/2016
furibrands.com	5/09/2016
furiglobal.net	26/02/2016
furiknives.net	5/09/2016
furiknives.com.au	16/06/2015
furisharpeners.com	5/09/2016
furisharpeners.net	5/09/2016
gustogrip.com	5/09/2016
gustogrip.net	5/09/2016
luigibormioli.com.au	
oneida.com.au	6/01/2015
ozitech.com	6/11/2017
ozitech.net	5/09/2016
stanleyrogers.com	
stanleyrogers.com.au	10/03/2015
staysharpknives.com.au	13/10/2014
wiltshire.com.au	
wiltshirebarbeque.com	7/02/2015
wiltshirebarbeques.com	7/02/2015
wiltshirebarbeques.com.au	7/02/2014
wiltshirebbqs.com.au	7/02/2014

wiltshirebbqs.com	7/02/2015
wiltshirebbq.com.au	18/04/2015
wiltshirehomewares.com.au	7/02/2014
wiltshirehomewares.com	7/02/2015
wiltshire-online.com	22/12/2013
wiltshirestaysharp.com	7/02/2015

Domain name	Status	Registrar	Registrant	Expiry/ Renewal	Related Brands
staysharpknives.com.au	Registered / Parked	TPP Wholesale Pty Ltd	McPherson's Consumer Products Pty Ltd	13 October 2014 <i>(unable to verify - information not available through public searches)</i>	WILTSHIRE
grosvenor-online.com	Registered / Active	TPP Wholesale Pty Ltd	McPherson's Consumer Products	22 December 2015	GROSVENOR
strachan-online.com	Registered / Active	TPP Wholesale Pty Ltd	McPhersons Consumer Products	22 December 2014	STRACHAN

Schedule 2

Interdependent Agreements

1 Interdependent Sale Agreements

- (a) Asset Sale Agreement between MCPCP (as seller) and NewCoAus (as buyer) for that part of the international housewares business of MCP which is owned and operated by MCPCP in Australia (**Australia Asset Sale Agreement**);
- (b) Asset Sale Agreement between MCPS (as seller) and NewCoSing (as buyer) for that part of the international housewares business of MCP which is owned and operated by MCPS in Singapore (**Singapore Asset Sale Agreement**); and
- (c) Asset Sale Agreement between MCPHK (as seller) and NewCoHK (as buyer) for that part of the international housewares business of MCP which is owned and operated by MCPHK in Hong Kong (**Hong Kong Asset Sale Agreement**); and

2 Interdependent Shareholders Agreements

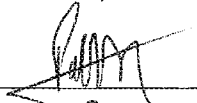
- (a) The Shareholders Agreement between MCPCP, MCP, EQH, Facklemann and NewCoAus which will govern all of the affairs of NewCoAus (**Shareholders Agreement (Australia)**);
- (b) The Shareholders Agreement between MCPHK, MCP, EQH, Facklemann and NewCoHK which will govern all of the affairs of NewCoHK (**Shareholders Agreement (Hong Kong)**); and
- (c) The Shareholders Agreement between MCPS, MCP, EQH, Facklemann and NewCoSing which will govern all of the affairs of NewCoSing (**Shareholders Agreement (Singapore)**); and
- (d) The Shareholders Agreement between MCPCP, MCP, EQH, Facklemann and the Assignee which will govern all of the affairs of the Assignee (**Shareholders Agreement (IP)**).

3 Interdependent Transitional Services Agreement

- (a) The Transitional Services Agreement between MCP, MCPCP, MCPHK, MCPS (collectively, the **MCP Parties**), NewCoAus, NewCoSing, NewCoHK and the Assignee (collectively, the **NewCo Parties**) for the provision of certain transitional services by the MCP Parties to the NewCo Parties (**Interdependent Transitional Services Agreement**).

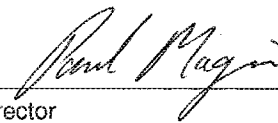
Executed as a deed

Executed by McPherson's Limited
ABN 98 004 068 419 in accordance with
section 127 of the Corporations Act 2001 (Cth):



*Director/*Company Secretary

PAUL WITHERIDGE
Name of *Director/*Company Secretary
(BLOCK LETTERS)
*please delete as appropriate



Director

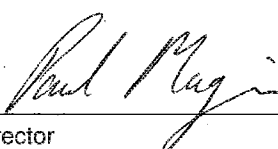
PAUL MAGUIRE
Name of Director
(BLOCK LETTERS)

Executed by McPherson's Consumer
Products Pty Ltd ABN 36 000 020 495 in
accordance with section 127 of the
Corporations Act 2001 (Cth):



*Director/*Company Secretary

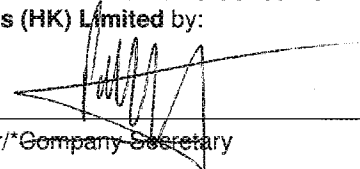
PAUL WITHERIDGE
Name of *Director/*Company Secretary
(BLOCK LETTERS)
*please delete as appropriate



Director

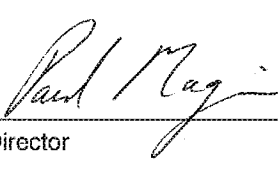
PAUL MAGUIRE
Name of Director
(BLOCK LETTERS)

Executed for McPherson's Consumer
Products (HK) Limited by:



*Director/*Company Secretary

PAUL WITHERIDGE
Name of *Director/*Company Secretary
(BLOCK LETTERS)
*please delete as appropriate



Director

PAUL MAGUIRE
Name of Director
(BLOCK LETTERS)

Executed for McPherson's Consumer Products Pte. Ltd. by:

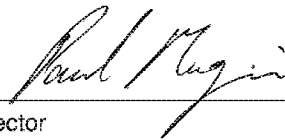


~~*Director/*Company Secretary~~

PAUL WITHERIDGE

Name of ~~*Director/*Company Secretary~~
(BLOCK LETTERS)

~~*please delete as appropriate~~

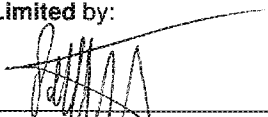


Director

PAUL MAGUIRE

Name of Director
(BLOCK LETTERS)

Executed for McPherson's Consumer Products (NZ) Limited by:

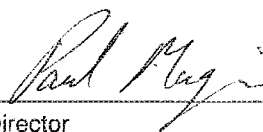


~~*Director/*Company Secretary~~

PAUL WITHERIDGE

Name of ~~*Director/*Company Secretary~~
(BLOCK LETTERS)

~~*please delete as appropriate~~

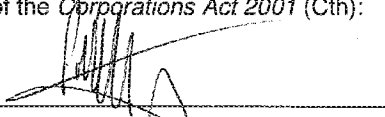


Director

PAUL MAGUIRE

Name of Director
(BLOCK LETTERS)

Executed by McPherson's Housewares IP Pty Ltd ACN 602 224 028 in accordance with section 127 of the Corporations Act 2001 (Cth):

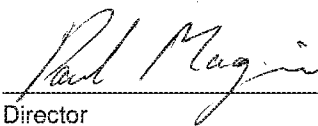


~~*Director/*Company Secretary~~

PAUL WITHERIDGE

Name of ~~*Director/*Company Secretary~~
(BLOCK LETTERS)

~~*please delete as appropriate~~



Director

PAUL MAGUIRE

Name of Director
(BLOCK LETTERS)