

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Purist Company Pty Ltd		12/01/2014	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	McPherson's Consumer Products Pty Ltd		
Street Address:	105 VANESSA STREET		
City:	KINGSGROVE, NEW SOUTH WALES		
State/Country:	AUSTRALIA		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2887131	AKIN	
CORRESPONDENCE DATA			
Fax Number:	2083436341		
<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:	208-343-6355		
Email:	ip@pedersenco.com		
Correspondent Name:	PEDERSEN & CO., PLLC		
Address Line 1:	1410 N. 28TH STREET		
Address Line 2:	ATTN: KEN J. PEDERSEN		
Address Line 4:	BOISE, IDAHO 83703		
DOMESTIC REPRESENTATIVE			
Name:	KEN J. PEDERSEN		
Address Line 1:	1410 N. 28TH STREET		
Address Line 2:	C/O PEDERSEN & CO., PLLC		
Address Line 4:	BOISE, IDAHO 83703		
NAME OF SUBMITTER:	KEN J. PEDERSEN		
SIGNATURE:	/KEN J. PEDERSEN/		
DATE SIGNED:	10/26/2016		

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Total Attachments: 8

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Deed of Assignment of Intellectual Property

This deed is made on 1st December 2014

Parties

The Purist Company Pty Ltd (ABN 57 079 623 411) Suite 305, 71 Longueville Rd Lane Cove 2066
(Assignor)

McPherson's Consumer Products Pty Ltd (ABN 36 000 020 495) of 105 Vanessa Street, Kingsgrove
New South Wales 2208 (Assignee)

Background

- A. The Assignor is the owner of the Intellectual Property set out in the Schedule 1 and 2 to this deed.
- B. The Assignor agrees to assign all of its rights, title and interest in the Intellectual Property to the Assignee on the terms and conditions of this deed.

Operative Provisions

1 Definitions

Business means the business of the Assignor concerned in the Goods.

Goods means the goods in respect of which the Trade Marks are registered.

Intellectual Property means the Trade Marks and all Intellectual Property Rights associated with them.

Intellectual Property Rights means the rights comprised in trade marks, including rights at common law, designs, copyright (including all copyright in any designs), registrable business names, rights to apply for protection of those rights or like rights and rights in any confidential information for the full period of the rights and any renewals and extensions.

Person includes a natural person or a corporation for the purposes of the Corporations Act 2001 (Cth).

Trade Marks means the trade marks identified in the Schedule.

2 Assignment

The Assignor assigns to the Assignee, with effect upon execution of this deed by all parties:

- (a) all of the Assignor's rights, title and interest, in and to the Intellectual Property;
- (b) the right to take any action that the Assignor has or may have to receive damages, account of profits, or other relief for any infringement of any Intellectual Property; and
- (c) the right to take any action for any such infringement that the Assignor had prior to assigning its right in the Intellectual Property to the Assignee under this deed.

3 Acknowledgement

Upon execution of this deed by all parties, the Assignor agrees that:

- (a) the Assignee is the owner of all rights, title and interest in and to the Intellectual Property; and
- (b) the Assignee is entitled to take action and recover damages, an account of profits or both against third parties for infringement of those rights whether before or after the date of this deed.

4 Assignor's Obligations

The Assignor agrees to do all acts that are necessary:

- (a) to execute all documents that are, or may be required to vest complete right, title and interest in the Intellectual Property in favour of the Assignee;
- (b) to provide the Assignee with all financial information necessary to satisfy the stamp duty authority in each jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this deed;
- (c) to enable the Assignee to apply for and obtain registration as the registered owner of the Intellectual Property and defend any application to remove the Trade Marks from any trade mark registers; and
- (d) to cancel the record of any authorised user's interest or any other party's recorded interest in the Trade Marks.

5 Assignor's Warranties

The Assignor warrants that:

- (a) it has absolute title to the Intellectual Property;
- (b) there are no outstanding matters affecting its capacity to assign the Intellectual Property to the Assignee;
- (c) it has no knowledge of any use of the Intellectual Property, whether authorised or infringing, by any other person;
- (d) it will take all reasonable steps to assist the Assignee in providing proof of use in the event that a non-use application is made by a third party in respect of the Trade Marks;
- (e) it has no knowledge of any pending or threatened litigation or any other third party claims involving the Intellectual Property; and
- (f) it has used the Trade Mark in good faith in relation to the Goods.

6 Assignor's Undertakings

The Assignor undertakes not to do any act which would or might:

- (a) invalidate or put in dispute the Assignee's title to, or the registration of, the Intellectual Property, or which in the reasonable opinion of the Assignee would reduce the value of the Intellectual Property;
- (b) make or support an application to remove the Trade Marks as registered Trade Marks;
- (c) cause any trade marks registration authority to require a disclaimer of a monopoly in the Trade Marks or any part of them; and
- (d) assist any person directly or indirectly in the acts stated in (a), (b) and (c) above.

7 General

- (a) The Assignor acknowledges that there is to be no further payment due to the Assignor from the Assignee for the assignment of rights in accordance with clause 2.
- (b) This deed contains the agreement between the parties with respect to its subject matter and may not be modified except by a deed in writing signed by each party's duly authorised representative.
- (c) Each party must do everything, and sign and deliver all documents, reasonably required by the other to give full effect to this deed.

- (d) This deed is governed by the laws of the state of New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with all matters concerning this deed.
- (e) This deed may be executed in any number of counterparts which together will constitute one instrument. A party may execute this deed by signing any counterpart.

Schedule 1

Trade Marks at attachment to the Asset Sale Agreement dated 3rd July 2014

Trade Mark	Class	Registration Number	Status	Renewal Date	Country
Alchemy	3	606935	Registered	15/07/2020	Australia
Alchemy	3	1449663	Registered	21/09/2021	Australia
Akin	3	731059	Registered	01/04/2017	Australia
Akin	3	1282994	Registered	29/01/2019	Australia
Akin	3	18/09/5412	Registered	29/10/2019	Australia
Akin purebaby	3,10,21	1061902	Registered	24/06/2015	Australia
Akin pureman	3	1282995	Registered	29/01/2019	Australia
Purist	3	1061904	Registered/Protected - Renewal Due	-	Australia
The Purist Company	3	1061905	Registered/Protected - Renewal Due	-	Australia
Purist Natural	3	1163070	Registered	26/02/2017	Australia
Purist Natural Beauty	3	1163071	Registered	26/02/2017	Australia
Purist natural beauty and total piece of mind	3	1163067	Registered	26/02/2017	Australia
The Power of Purity	3,5	1519597	Registered	17/10/2022	Australia
Power of Purity (Base application)	3, 5	1519597	Registered	17/08/2022	Australia
Power of Purity	3, 5	1508241	Registered	04/04/2023	Australia
Power of Purity Logo	3,5	1519597	Registered	17/10/2022	Australia
Lapureté	3	1202141	Registered	23/10/2017	Australia
Lapureté Okuru	3	1576741	Pending	-	Australia
Baby Naturals	3, 10, 21	1164771	Lapsed/Not Protected	-	Australia
Earth Therapeutics	3, 5	1164774	Lapsed/Not Protected	-	Australia
Natures Lift & Firm	3	1576758	Accepted	-	Australia
Nature's Protect & Repair	3	1579091	Under Examination	-	Australia
Natures Protect and Repair	3	1576754	Under Examination - Extension Fees Not Required	-	Australia
Natures Wrinkle treatment	3	1576750	Accepted	-	Australia
Skin Care you can really believe in	3	1579637	Pending	-	Australia
You can really believe in	3	1579638	Pending	-	Australia
Rosehip oil you can really believe in	3	1583563	Pending	-	Australia
Purely Revitalising	3,5	1551684	Registered	17/04/2023	Australia
Akin	3	2210543	Registered	07/10/2019	British & Nth Ireland
Akin		TMA595104	Registered	19/11/2018	Canada
Akin	3	3559100	Registered	27/06/2015	China
Akin pureman	3	1011563	Registered	03/06/2019	China
Lapureté (stylised)	3	1140371	Filed	-	China
Akin	3	300020663	Registered	18/05/2023	Hong Kong

Power of Purity Logo	3,5	302569113	Registered	04/04/2023	Hong Kong
Akin pureman	3	1011563	Registered	03/06/2019	International
Power of Purity Logo	3, 5	1161575	Registered	04/04/2023	International
Lapureté (stylised)	3	1140371	Filed	-	International
Akin pureman	3	1011563	Registered	03/06/2019	Ireland
Lapureté (stylised)	3	1140371	Filed	-	Ireland
Akin		4659289	Registered	04/04/2023	Japan
Akin pureman	3	1011563	Registered	03/06/2019	Japan
Power of Purity Logo	3,5	1161575	Registered	04/04/2023	Japan
Lapureté (stylised)	3	1140371	Filed	-	Japan
Akin	3	40-0660077	Registered	26/04/2016	Korea
Akin pureman	3	1011563	Registered	03/06/2019	Korea
Power of Purity Logo	3,5	1161575	Registered	04/04/2023	Korea
Lapureté (stylised)	3	1140371	Filed	-	Korea
Akin	3	0300573	Registered	20/05/2023	Malaysia
Power of Purity Logo	3,5	1161575 978981	Registered	04/04/2023	New Zealand
Alchemy	3	728711	Registered	27/04/2015	New Zealand
Alchemy	3	849688	Registered	21/09/2021	New Zealand
Akin	3	678739	Registered	21/05/2020	New Zealand
Akin purebaby	3,10,21	807442	Registered	04/06/2019	New Zealand
Akin pureman	3	807,391	Registered	03/06/2019	New Zealand
Lapureté (stylised)	3	1140371 992572	Filed	-	New Zealand
Lapureté		992572	Pending	-	New Zealand
Power of Purity Logo	3,5	1161575	Registered	04/04/2023	Russian Federation
Lapureté (stylised)	3	1140371	Filed	-	Russian Federation
Akin	3	T03/07227E	Registered	16/05/2023	Singapore
Akin pureman	3	1011563	Registered	03/06/2019	Singapore
Power of Purity Logo	3,5	1161575	Registered	04/04/2023	Singapore
Lapureté (stylised)	3	1140371	Filed	-	Singapore
Lapureté	3	1140371	Pending	-	Singapore
Akin		1083561	Registered	15/01/2024	Taiwan
Akin purebaby	3	2542534	Registered	18/03/2020	United Kingdom
Akin pureman	3	1011563	Registered	03/06/2019	United Kingdom
Power of Purity Logo	3,5	1161575	Registered	04/04/2023	United Kingdom
Lapureté (stylised)	3	1140371	Filed	-	United Kingdom
Lapureté	3	1140371	Pending	02/05/2022	United Kingdom
Akin	3	2,887,131	Registered	21/09/2014	USA
Akin pureman		3,750,134	Abandoned	-	USA
Power of Purity Logo	3,5	1161575	Registered	04/04/2023	USA
Lapureté (stylised)	3	1140371	Filed	-	USA
Lapureté	3	1140371	Pending	-	USA

Attachment 2:

Changes to certain of the trade marks set out in Schedule 2 of the Asset Sale Agreement that have occurred in the normal course of business since the Agreement was executed on 3rd July 2014.

Trademark	Class	Registration Number	Status	Renewal Date	Country	Comments
Lapuret� Okuru	3	1576741	Lapsed 4/9/14	n/a	Australia	Lapsed in normal course of Business because protection was achieved with Lapuret� trademark registration
Natures Lift & Firm	3	1576758	Lapsed	n/a	Australia	No such brand or product in Lapuret� range so allowed to lapse in normal course of business.
Natures Wrinkle Treatment	3	1576750	Lapsed	n/a	Australia	Lapsed in normal course of Business.
Skin Care you can really believe in	3	1579637	Registered	11/09/2023	Australia	
You Can Really Believe in	3	1579638	Registered	11/09/2023	Australia	
Rosehip Oil you can really believe in	3	1583563	Lapsed	n/a	Australia	Lapsed in normal course of business as superseded by 1579637 & 1579638
Lapuret� Stylised	3	1140371	Approved 5/8/2014		Ireland	
Lapuret� Stylised	3	1140371	Lapsed	n/a	Korea	Lapsed with MCP (Donna/Carolyn) consultation in normal course of Business
Lapuret� Stylised	3	1140371	Approved		NZ	
Lapuret� Stylised	3	1140371	Approved		Singapore	
Lapuret� Stylised	3	1140371	Approved		UK	
Lapuret� Stylised	3	4553748	Approved 24/6/14		USA	Registered number 4553748 , not international registration no. 1140371
Akin	3	2,887,131	Renewed	29/8/2024	USA	
Lapuret� Stylised	3	1140371	Under review		Japan	The application will be rejected on 28 th November 14 if MCP does not provide direction to FB Rice. Donna Chan has been informed.

Executed as a Deed

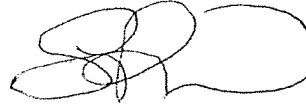
**Executed by The Purist Company Pty Ltd
(ABN 57 079 623 411) in accordance with
section 127 of the Corporations Act:**



Signature of director

ARTHUR CHARLES WEBSTER

Name



Signature of director/secretary

SARAH PATRICIA WEBSTER

Name

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

Signature of director

Name

Signature of director/secretary

Name

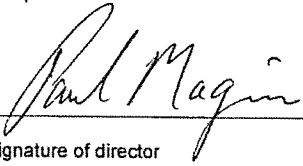
Executed as a Deed

**Executed by The Purist Company Pty Ltd
(ABN 57 079 623 411) in accordance with
section 127 of the Corporations Act:**

Signature of director

Name

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



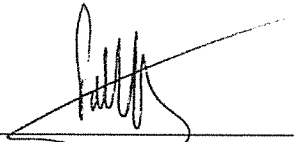
Signature of director

Paul John Maguire

Name

Signature of director/secretary

Name



Signature of director/secretary

Paul Witheridge

Name