

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenon Limited		11/11/2016	Company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	The Empire Company, LLC		
Street Address:	8181 Logistic Drive		
City:	Zeeland		
State/Country:	MICHIGAN		
Postal Code:	49464		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3437683	ARMOUR WOOD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	williamjseiter@seiterlegalstudio.com		
Correspondent Name:	William J. Seiter		
Address Line 1:	2500 Broadway, Bldg F, Suite F-125		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	William J. Seiter		
SIGNATURE:	/wjs/		
DATE SIGNED:	11/20/2016		
Total Attachments: 5			
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OP \$40.00 3437683

TENON LIMITED

THE EMPIRE COMPANY, LLC

DEED OF ASSIGNMENT OF TRADE MARK RIGHTS

PARTIES

TENON LIMITED, a New Zealand company at Level 1, Mastercard House, 136 Customs Street West, Auckland 1010, New Zealand ("Assignor")

THE EMPIRE COMPANY, LLC, a Michigan limited liability company at 8181 Logistic Drive, Zeeland, Michigan, 49464, United States of America ("Assignee")

INTRODUCTION

- A. The Assignor is the registered proprietor of the Trade Mark.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Mark Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"**Copyright**" means any and all copyright, and all rights in the nature of copyright, in the Trade Mark in all forms of stylisation in which it has been used;

"**Effective Date**" means the date of signing by both parties of this deed;

"**Goodwill**" means the goodwill symbolised by and associated with the Trade Mark, including the whole of the goodwill arising from the use of the Trade Mark, but not the whole of the goodwill of the business of the Assignor;

"**Trade Mark Rights**" means the Trade Mark, Copyright and Goodwill; and

"**Trade Mark**" means the trade mark (including the registration for that trade mark) set out in the Schedule.

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns to the Assignee from the Effective Date absolutely all of its rights, title and interest in and to the Trade Mark Rights.

- 2.2 **Rights of action:** The assignment effected by clause 2.1 includes, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

3. FURTHER ACTIONS

3.1 If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) record this assignment on any trade marks register anywhere in the world;
- (b) prosecute, maintain, renew, enforce and defend the Trade Mark Rights; or
- (c) otherwise carry out the purposes and intent of this deed.

4. GENERAL

4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

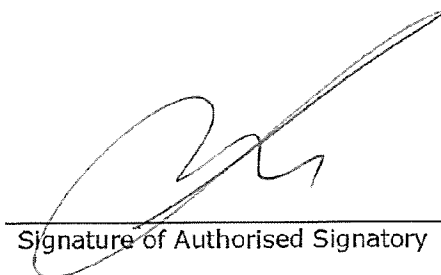
4.2 **Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

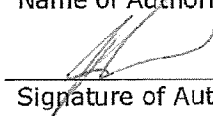
SIGNED AS A DEED

SIGNED on behalf of **TENON LIMITED** by:



 Signature of Authorised Signatory

Paul Malcolm Gillard
 Authorised Signatory Name of Authorised Signatory



 Signature of Authorised Signatory

Jane Elizabeth Paice
 Name of Authorised Signatory

Date *11 November 2016*

Witness to both signatures:

ASW

Name:

ADAM WHITE

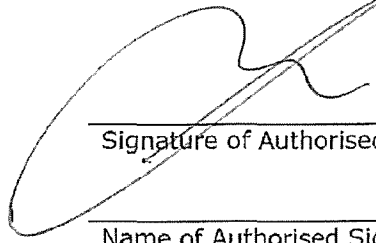
Address:

Portland.

Occupation:

Chief Brand Officer

SIGNED on behalf of **THE EMPIRE COMPANY, LLC** by:



Signature of Authorised Signatory

Paul Malcolm Gillard
Vice President

Name of Authorised Signatory

11 November 2016
Date

SCHEDULE

Trade Mark:

ARMOUR WOOD

Registration

Country	Number	Trade Mark	Class	Status
United States	3437683	ARMOUR WOOD	19	Registered