

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429124

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                                     |
| <b>SEQUENCE:</b>  | 1  |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                  |
| ManukaMed Limited   |  | 08/31/2016            | limited company (Ltd.): NEW ZEALAND |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Watson & Son Limited                               |                       |                                     |
| <b>Street Address:</b>  | 17 Edwin Feist Place                               |                       |                                     |
| <b>City:</b>  | Masterton  |                       |                                     |
| <b>State/Country:</b>   | NEW ZEALAND  |                       |                                     |
| <b>Postal Code:</b>   | 5810   |                       |                                     |
| <b>Entity Type:</b>   | limited company (Ltd.): NEW ZEALAND                |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                     |
| <b>Serial Number:</b>   | 86958671   | MEDSAF                |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 2134432892   |                       |                                     |
| <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> |  |                       |                                     |
| <b>Phone:</b>   | (213) 620-1780                                     |                       |                                     |
| <b>Email:</b>   | shwang@sheppardmullin.com                          |                       |                                     |
| <b>Correspondent Name:</b>  | Susan Hwang  |                       |                                     |
| <b>Address Line 1:</b>  | 333 South Hope Street, 43rd Fl                     |                       |                                     |
| <b>Address Line 4:</b>  | Los Angeles, CALIFORNIA 90071                      |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 33AV-240296  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Susan Hwang  |                       |                                     |
| <b>SIGNATURE:</b>   | /Susan Hwang/                                      |                       |                                     |
| <b>DATE SIGNED:</b>   | 05/26/2017   |                       |                                     |
| <b>Total Attachments: 12</b>  |  |                       |                                     |
| source=ManukaMed Watson redacted assignment (first)#page1.tif   |  |                       |                                     |
| source=ManukaMed Watson redacted assignment (first)#page2.tif   |  |                       |                                     |
| source=ManukaMed Watson redacted assignment (first)#page3.tif   |  |                       |                                     |

CH \$40.00 86958671

source=ManukaMed Watson redacted assignment (first)#page4.tif  
source=ManukaMed Watson redacted assignment (first)#page5.tif  
source=ManukaMed Watson redacted assignment (first)#page6.tif  
source=ManukaMed Watson redacted assignment (first)#page7.tif  
source=ManukaMed Watson redacted assignment (first)#page8.tif  
source=ManukaMed Watson redacted assignment (first)#page9.tif  
source=ManukaMed Watson redacted assignment (first)#page10.tif  
source=ManukaMed Watson redacted assignment (first)#page11.tif  
source=ManukaMed Watson redacted assignment (first)#page12.tif

THIS DEED OF ASSIGNMENT made this 31<sup>st</sup> day of August 2016

## PARTIES

**ManukaMed Limited**, a New Zealand company, of 17 Edwin Feist Place, Masterton, New Zealand (the Assignor); and

**Watson & Son Limited** a New Zealand company, of 17 Edwin Feist Place, Masterton, New Zealand (the Assignee).

## BACKGROUND

The Assignor is the owner of various Intellectual Property Rights, which it has created and used in the development and production of its honey wound care products, over the counter products including honey and honey science research (the Business).

The Assignor is being restructured into a new entity.

The Assignor has resolved to assign to the Assignee, and the Assignee has agreed to accept, all rights to the Intellectual Property Rights in the Business under the terms set out in this Deed.

## TERMS

### Definitions

**Copyright** means all copyrights and all rights in the nature of copyright in any original artistic, literary or other work and any database rights comprising or relating to the Business that exist anywhere in the world, including but not limited to the Copyright works specified in the Schedule to this Deed.

**Domain Names** includes, but is not limited to those domain names specified in the Schedule.

**Patents** means all patent applications and patents listed in the Schedule to this Deed of Assignment and all patent rights in any invention that exists or that may come into existence but not limited to the right to apply for and obtain patents or other similar forms of protection for inventions, the right to claim convention priority under any international convention or agreement (including the Paris Convention), and all rights conferred by any patents or similar forms of protection when granted.

**Intellectual Property Rights** means all intellectual property rights, whether protectable by statute, at common law or in equity, that exist anywhere in the world, whether or not registered or registrable

and including but not limited to the Trade Marks, the Patents the Copyright, the Know-how and the Domain Names detailed in the Schedule to this Deed.

**Know-How** means any information that is known to the Assignor that has arisen from the research and development it has undertaken or sponsored, including clinical trials, medical honey specifications on wound care manufacturing and production, packaging and sale of wound care and over the counter products containing honey and any other associated information in the Business and including but not limited to the Know-How specified in the Schedule to this Deed.

**Trade Marks** includes those registered and unregistered trademarks listed in the Schedule to this Deed of Assignment and common law trade marks that are used in the Business and any good will associated with the Trade Marks or the Business.

#### **ASSIGNMENT**

In consideration of the sum of \_\_\_\_\_ *(REDACTED)* \_\_\_\_\_ paid by the Assignee to the Assignor, the receipt of which the Assignor acknowledges, the Assignor assigns to the Assignee its whole right, title and interest in and to the Intellectual Property Rights.

The assignment includes the assignment and transfer of all rights of action, powers and benefits arising from ownership of the Intellectual Property Rights, including without limitation the right to sue for damages and other legal and equitable remedies of all causes of action arising before, on or after the date of this Deed.

At the request of the Assignee, the Assignor undertakes to do any reasonable acts, including signing of all documents, that may be necessary to give effect to this assignment of rights and to facilitate the filing, obtaining, maintenance or enforcement of protection of the Intellectual Property Rights.

#### **Counterparts**

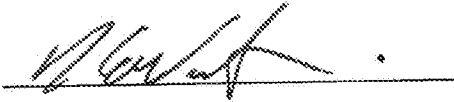
This Agreement may be executed in any number of counterparts. All counterparts will constitute one instrument.

**Governing Law**

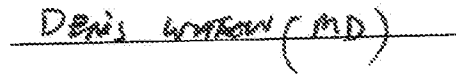
This Deed is governed by the laws of New Zealand. The Courts of New Zealand shall have jurisdiction to hear and determine any dispute arising in connection with this Deed.

Executed as a Deed

**ManukaMed Limited**

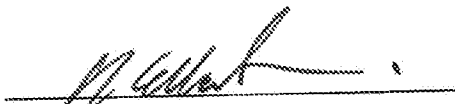


Director's signature

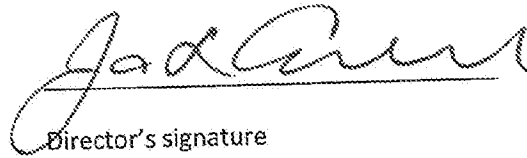


Director's Name

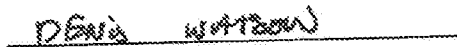
**Watson & Son Limited**



Director's signature



Director's signature



Director's name



Director's name

## ManukaMed Limited Intellectual Property Schedule

### Patent applications (ManukaMed Limited)

#### (a) Superabsorbant (Oasis SAF)

| File Ref | Country/Region | Application Number       | Status               | Applicant/Assignee |
|----------|----------------|--------------------------|----------------------|--------------------|
| 250 EP1  | Europe         | EP 09757774.6            | Allowance intimated  | ManukaMed Limited  |
| 250 US2  | United States  | US 9,180,219             | Granted              | ManukaMed Limited  |
| 250 US3  | United States  | 14/807,577               | Awaiting examination | ManukaMed Limited  |
| 250 CN1  | China          | 200980120868.2           | Under examination    | ManukaMed Limited  |
| 250 JP1  | Japan          | 5691099<br>(2011-512200) | Granted              | ManukaMed Limited  |
| 250 AU1  | Australia      | 2009254972               | Granted              | ManukaMed Limited  |
| 250 AU2  | Australia      | 2015201468               | Under examination    | ManukaMed Limited  |
| 250 NZ2  | New Zealand    | 611810                   | Granted              | Manukamed Limited  |
| 250 NZ4  | New Zealand    | 721362                   | Under examination    | Manukamed Limited  |
| 250 CA1  | Canada         | 2760792                  | Under examination    | ManukaMed Limited  |

#### (b) Anti-inflammatory compounds

| File Ref | Country/Region | Application Number                               | Status               | Assignee          |
|----------|----------------|--|----------------------|-------------------|
| 251 NZ1  | New Zealand    | 590143   | Granted              | ManukaMed Limited |
| 251 WO1  | PCT filing     | PCT/NZ/2011/000271                               | In national phase    | ManukaMed Limited |
| 251 AU1  | Australia      | 2011345454                                       | Granted              | ManukaMed Limited |
| 251 CA1  | Canada         | 2,822,385  | Awaiting examination | ManukaMed Limited |
| 251 CN1  | China          | 201180062599.6                                   | Under examination    | ManukaMed Limited |
| 251 EP1  | Europe         | 11851351.4                                       | Under examination    | ManukaMed Limited |
| 251 JP1  | Japan          | 2013-546060                                      | Under examination    | ManukaMed Limited |
| 251 US1  | United States  | 13/997031  | Allowed              | ManukaMed Limited |
| 251 US2  | United States  |  | To be filed          | ManukaMed Limited |
| 257 AU1  | Australia      | 2013277858                                       | Awaiting examination | ManukaMed Limited |
| 257 CN1  | China          | 201380038465.X                                   | Under examination    | ManukaMed Limited |
| 257 EP1  | Europe         | 13806248.4<br>number at grant will<br>be 2874642 | Awaiting examination | ManukaMed Limited |
| 257 JP1  | Japan          | 2015-518360                                      | Awaiting examination | ManukaMed Limited |
| 257 NZ2  | New Zealand    | 615495<br><br>(prov 600847)                      | Granted              | ManukaMed Limited |
| 257 US1  | United States  | 14/410227  | Under examination    | ManukaMed Limited |
| 257 WO1  | PCT filing     | PCT/NZ2013/000110                                | Filed                | ManukaMed Limited |

(c) Anti-viral application for respiratory conditions

| File Ref | Country/Region | Application Number | Status  | Assignee          |
|----------|----------------|--------------------|---------|-------------------|
| 254 NZ1  | New Zealand    | 547946             | Granted | ManukaMed Limited |

(d) Wound dressing

| File Ref | Country/Region | Application Number | Status               | Assignee          |
|----------|----------------|--------------------|----------------------|-------------------|
| 2501 NZ1 | New Zealand    | 613058             | Provisional filed    | ManukaMed Limited |
| 2501 NZ3 | New Zealand    | 718249             | Awaiting examination | ManukaMed Limited |
| 2501 WO1 | PCT filing     | PCT/NZ2014/000139  | In national phase    | ManukaMed Limited |
| 2501 AU1 | Australia      | 2014287861         | Awaiting examination | ManukaMed Limited |
| 2501 CA1 | Canada         | 2,917,458          | Awaiting examination | ManukaMed Limited |
| 2501 CN1 | China          | 201480039597.9     | Awaiting examination | ManukaMed Limited |
| 2501 JP1 | Japan          | 2016-525321        | Awaiting examination | ManukaMed Limited |
| 2501 KR1 | South Korea    | 10-2016-7000509    | Awaiting examination | ManukaMed Limited |
| 2501 US1 | United States  | 14/904,027         | Awaiting examination | ManukaMed Limited |

## Trade Marks

### AUSTRALIA

| <i>Trade Mark</i> | <i>Number</i> | <i>Class(es)</i> | <i>Status</i>           | <i>Renewal due</i> |
|-------------------|---------------|------------------|-------------------------|--------------------|
| MANUKAHD          | 1,525,978     | 5                | Registered              | 15 November 2022   |
| MANUKAHD ROPE     | 1,525,981     | 5                | Registered              | 15 November 2022   |
| MANUKAPLI         | 1,525,985     | 5                | Registered              | 15 November 2022   |
| MANUKATEX         | 1,525,988     | 5                | Registered              | 15 November 2022   |
| MANUKADERM        | 1,525,998     | 5                | Registered              | 15 November 2022   |
| MANUKABALM        | 1,526,004     | 5                | Withdrawn               |                    |
| MANUKAFLEX        | 1,526,013     | 5                | Registered              | 15 November 2022   |
| MANUKAHD BORDER   | 1,526,020     | 5                | Registered              | 15 November 2022   |
| MANUKAMED         | 1,525,974     | 3, 10, 30<br>5   | Registered<br>Withdrawn | 15 November 2022   |
| MANUKAMED         | 1693635       | 3, 5, 10, 30     | Registered              | 14 May 2025        |



MANUKAMED

(with device)

### CANADA

| <i>Trade Mark</i> | <i>Number</i> | <i>Status</i>                            |
|-------------------|---------------|--|
| MANUKAHD          | 1,568,549     | Declaration of use due 13 September 2016 |
| MANUKAHD ROPE     | 1,568,547     | Declaration of use due 13 September 2016 |
| MANUKAPLI         | 1,568,545     | Declaration of use due 13 September 2016 |
| MANUKATEX         | 1,568,534     | Declaration of use due 13 September 2016 |
| MANUKADERM        | 1,568,537     | Declaration of use due 13 September 2016 |
| MANUKAFLEX        | 1,568,536     | Declaration of use due 13 September 2016 |
| MANUKAHD BORDER   | 1,568,550     | Declaration of use due 13 September 2016 |
| MANUKAMED         | 1,568,538     | Accepted                                 |
| MEDSAF            | 1,795,503     | Awaiting examination                     |



**CHINA**

| <i>Trade Mark</i>                 | <i>Number</i> | <i>Class(es)</i> | <i>Status</i>        | <i>Renewal date</i> |
|-----------------------------------|---------------|------------------|----------------------|---------------------|
| MANUKAHD                          | 10652105      | 5                | Registered           | 7 July 2023         |
| MANUKAHD ROPE                     | 10652100      | 5                | Registered           | 7 July 2023         |
| MANUKAPLI                         | 10652099      | 5                | Registered           | 7 July 2023         |
| MANUKATEX                         | 10652098      | 5                | Registered           | 7 July 2023         |
| MANUKADERM                        | 10652097      | 5                | Registered           | 7 July 2023         |
| MANUKABALM                        | 10652096      | 5                | Registered           | 7 July 2023         |
| MANUKAFLEX                        | 10652095      | 5                | Registered           | 7 July 2023         |
| MANUKAHD BORDER                   | 10652094      | 5                | Registered           | 7 July 2023         |
| MANUKALOZENGES                    | 10652093      | 5                | Withdrawn            |                     |
| MANUKACAPS                        | 10652110      | 5                | Registered           | 14 July 2023        |
| MANUKAMED                         | 10652109      | 3                | Registered           | 13 May 2023         |
| MANUKAMED                         | 10652108      | 5                | Registered           | 21 August 2023      |
| MANUKAMED                         | 10652107      | 10               | Registered           | 13 May 2023         |
| MANUKAMED                         | 10652106      | 30               | Registered           | 13 May 2023         |
| 曼卡米德                              |               | 3, 5, 10, 30     | Awaiting examination |                     |
| (MANUKAMED in Chinese characters) |               |                  |                      |                     |

**EUROPE**

| <i>Trade Mark</i> | <i>Number</i> | <i>Class(es)</i> | <i>Status</i> | <i>Renewal Due</i> |
|-------------------|---------------|------------------|---------------|--------------------|
| MANUKAHD          | 10757284      | 5                | Registered    | 26 March 2022      |
| MANUKAHD ROPE     | 10757342      | 5                | Registered    | 26 March 2022      |
| MANUKAPLI         | 10757508      | 5                | Registered    | 26 March 2022      |
| MANUKATEX         | 10760403      | 5                | Registered    | 27 March 2022      |
| MANUKADERM        | 10760593      | 5                | Registered    | 27 March 2022      |
| <i>Trade Mark</i> | <i>Number</i> | <i>Class(es)</i> | <i>Status</i> | <i>Renewal Due</i> |

|                            |           |                |                         |               |
|----------------------------|-----------|----------------|-------------------------|---------------|
| MANUKAFLEX                 | 10760429  | 5              | Registered              | 27 March 2022 |
| MANUKAHD BORDER            | 10757441  | 5              | Registered              | 26 March 2022 |
| MANUKAMED                  | 10758951  | 3, 10, 30<br>5 | Registered<br>Withdrawn | 26 March 2022 |
| MANUKAMED<br>(with device) | 005802021 | 3, 5, 10, 30   | Registered              | 30 March 2017 |



MANUKAMED

|                            |           |           |            |               |
|----------------------------|-----------|-----------|------------|---------------|
| MANUKAMED<br>(with device) | 013881024 | 3, 10, 30 | Registered | 26 March 2025 |
|----------------------------|-----------|-----------|------------|---------------|



MANUKAMED

#### INTERNATIONAL

|        |         |   |       |
|--------|---------|---|-------|
| MEDSAF | 1048492 | 5 | filed |
|--------|---------|---|-------|

#### JAPAN

| <i>Trade Mark</i> | <i>Number</i> | <i>Class(es)</i> | <i>Status</i> | <i>Renewal Due</i> |
|-------------------|---------------|------------------|---------------|--------------------|
| MANUKAHD          | 5528842       | 5                | Registered    | 19 October 2022    |
| MANUKAHD ROPE     | 5528843       | 5                | Registered    | 19 October 2022    |
| MANUKAPLI         | 5528844       | 5                | Registered    | 19 October 2022    |
| MANUKATEX         | 5528845       | 5                | Registered    | 19 October 2022    |
| MANUKADERM        | 5546142       | 5                | Registered    | 28 December 2022   |
| MANUKABALM        | 5546143       | 5                | Registered    | 28 December 2022   |
| MANUKAFLEX        | 5528846       | 5                | Registered    | 19 October 2022    |
| MANUKAHD BORDER   | 5528847       | 5                | Registered    | 19 October 2022    |
| MANUKALOZENGES    | 5546144       | 5                | Registered    | 28 December 2022   |
| MANUKACAPS        | 5546145       | 5                | Registered    | 28 December 2022   |
| MANUKAMED         | 5617755       | 3, 5, 10, 30     | Registered    | 27 September 2023  |

**KOREA**

| <i>Trade Mark</i> | <i>Number</i> | <i>Class(es)</i> | <i>Status</i> | <i>Renewal Due</i> |
|-------------------|---------------|------------------|---------------|--------------------|
| MANUKAHD          | 40-2015-75580 | 5                | Registered    | 12 July 2026       |
| MANUKAPLI         | 40-2015-75581 | 5                | Registered    | 12 July 2026       |
| MANUKATEX         | 40-2015-75582 | 5                | Under appeal  |                    |
| MANUKAMED         | 40-2015-75587 | 3, 5, 10, 30     | Registered    | 1 July 2025        |
| MANUKAMED         | 40-2015-75588 | 3, 5, 10, 30     | Registered    | 1 July 2025        |

**MANUKAMED****NEW ZEALAND**

| <i>Trade Mark</i>  | <i>Number</i> | <i>Class(es)</i> | <i>Status</i> | <i>Renewal due</i> |
|--|---------------|------------------|---------------|--------------------|
| MANUKAHD   | 956114        | 5                | Registered    | 23 March 2022      |
| MANUKAHD ROPE  | 956115        | 5                | Registered    | 23 March 2022      |
| MANUKAPLI  | 956116        | 5                | Registered    | 23 March 2022      |
| MANUKATEX  | 956118        | 5                | Registered    | 23 March 2022      |
| MANUKAFLEX   | 956124        | 5                | Registered    | 23 March 2022      |
| MANUKAHD BORDER  | 956125        | 5                | Registered    | 23 March 2022      |
| MANUKAMED  | 956066        | 3, 5, 10, 30     | Registered    | 22 March 2022      |
| MANUKAMED<br>(with device in black<br>and white and in colour) | 800249        | 3, 5, 10, 30     | Registered    | 10 December 2018   |

**MANUKAMED**

|            |         |   |            |                  |
|------------|---------|---|------------|------------------|
| MANUKADERM | 977507  | 5 | Registered | 17 May 2023      |
| MEDSAF     | 1037031 | 5 | Registered | 11 February 2026 |

**SAUDI ARABIA**

| <i>Trade Mark</i> | <i>Number</i> | <i>Class(es)</i> | <i>Status</i> | <i>Renewal Due</i> |
|-------------------|---------------|------------------|---------------|--------------------|
| MEDSAF            |               | 5                | to be filed   |                    |

**UNITED STATES**

| <i>Trade Mark</i> | <i>Number</i> | <i>Class(es)</i> | <i>Status</i>                  | <i>Renewal Due</i>           |
|-------------------|---------------|------------------|--------------------------------|------------------------------|
| MANUKAHD          | 4576265       | 5                | Registered<br>Affidavit of use | 29 July 2024<br>29 July 2020 |
| MANUKAHD ROPE     | 4576265       | 5                | Registered<br>Affidavit of use | 29 July 2024<br>29 July 2020 |
| MANUKAPLI         | 4564546       | 5                | Registered<br>Affidavit of use | 29 July 2024<br>29 July 2020 |
| MANUKATEX         | 4547996       | 5                | Registered                     | 29 July 2024                 |

| <i>Trade Mark</i>                                | <i>Number</i> | <i>Class(es)</i> | <i>Status</i>                    | <i>Renewal due</i>                     |
|--|---------------|------------------|----------------------------------|--|
|  |               |                  | Affidavit of use                 | 29 July 2020                           |
| MANUKADERM                                       | 4564550       | 5                | Registered<br>Affidavit of use   | 29 July 2024<br>29 July 2020           |
| MANUKABALM*                                      | 4211761       | 5                | Registered<br>Affidavit of use   | 18 September 2022<br>18 September 2018 |
| MANUKAHD BORDER                                  | 4576263       | 5                | Registered<br>Affidavit of use   | 29 July 2024<br>29 July 2020           |
| MANUKALOZENGES*                                  | 4211756       | 5                | Petition for<br>Affidavit of use | 18 September 2022<br>18 September 2018 |
| MANUKACAPS*                                      | 4211757       | 5                | Registered<br>Affidavit of use   | 18 September 2022<br>18 September 2018 |
| MANUKAMED USA                                    | 86/630,294    | 3, 5, 10, 30     | Accepted<br>Affidavit of use     | 29 December 2016                       |
| MANUKAMED<br>(with device in<br>black and white) | 3847285       | 3, 5, 10, 30     | Registered<br>Affidavit of use   | 14 September 2020<br>14 September 2016 |



**MANUKAMED**

|           |            |              |                      |
|-----------|------------|--------------|----------------------|
| MANUKAMED | 86/800,798 | 3, 5, 10, 30 | Accepted             |
| MEDSAF    | 86/958,671 | 5, 10        | Awaiting examination |

\* Registered on the Supplemental Register

## Domain names

- www.manukamed.com
- www.manukamedus.com

## Know-how

All information whether confidential or not related to:

- (i) the production and manufacture of wound care dressings,
- (ii) the marketing and sale of wound dressings (including customer lists and distributors), reimbursement status and sales channels; and
- (iii) all research results, data, and technical information conducted by ManukaMed or sponsored by ManukaMed including but not limited to bee peptides, functional food claims, antimicrobial properties and claims, anti-inflammatory properties; and
- (iv) ManukaMed's 510K approvals in the United States
- (v) all other operational, IT, financial and management information of ManukaMed

## Copyright

All copyright and content in the ManukaMed Technical files and Quality Management Systems

All images and content on the ManukaMed websites, ManukaMed Facebook pages, ManukaMed videos on YouTube

All marketing labels, packaging and content therein, including but not limited to the advanced wound care range of products and the over the counter range of products

All slogans, including but not limited to, World leaders in honey science, World leaders in wound care science and World Leaders Dedicated to Advancing Wound Care Science

ManukaMed Marketing collateral, including but not limited to posters, brochures, presentations, and conference booth exhibits