

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oranganui Limited Partnership		09/02/2016	Partnership: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	ManukaMed Holdings Limited Partnership		
Street Address:	17 Edwin Feist Place		
City:	Masterton		
State/Country:	NEW ZEALAND		
Postal Code:	5810		
Entity Type:	Partnership: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86958671	MEDSAF	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(213) 620-1780		
Email:	shwang@sheppardmullin.com		
Correspondent Name:	Susan Hwang		
Address Line 1:	333 South Hope Street, 43rd Fl		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	33AV-240296		
NAME OF SUBMITTER:	Susan Hwang		
SIGNATURE:	/Susan Hwang/		
DATE SIGNED:	05/26/2017		
Total Attachments: 12			
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THIS DEED OF ASSIGNMENT made this 2nd day of September 2016

PARTIES

Oranganui Limited Partnership, (to be renamed Watson & Son Limited Partnership), a partnership organised under the Limited Partnerships Act 2008 and having the registration number 2633752 (the Assignor) and having a registered address at 17 Edwin Feist Place, Masterton, New Zealand; and

ManukaMed Holdings Limited Partnership, a partnership organised under the Limited Partnerships Act 2008 and having the registration number 2650011 (the Assignee) and having a registered address at 17 Edwin Feist Place, Masterton, New Zealand.

BACKGROUND

The Assignor is the owner of various Intellectual Property Rights, it has acquired through a business restructure that relate to the development and production of its honey wound care products, over the counter products including honey and honey science research (the Business).

The Assignee is a new entity set up for the purpose of owning the Intellectual Property Rights.

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

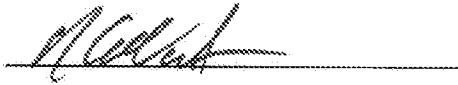
This Agreement may be executed in any number of counterparts. All counterparts will constitute one instrument.

Governing Law

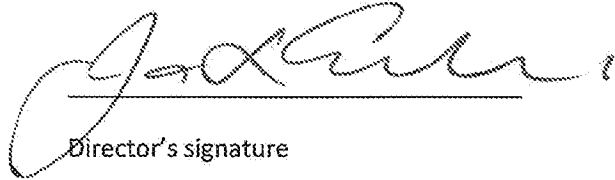
This Deed is governed by the laws of New Zealand. The Courts of New Zealand shall have jurisdiction to hear and determine any dispute arising in connection with this Deed.

Executed as a Deed

Oranganui GP Limited as General Partner and on behalf of Oranganui Limited Partnership



Director's signature



Director's signature

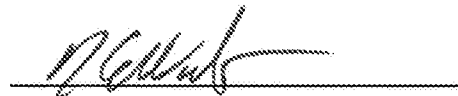
Denis Watson

Director's name

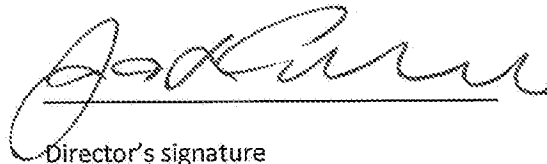
Jane Calvert

Director's name

ManukaMed Holdings GP Limited as General Partner and on behalf of ManukaMed Holdings Limited Partnership



Director's signature



Director's signature

Denis Watson

Director's name

Jane Calvert

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 (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 number at grant will be 2874642	Awaiting examination	ManukaMed Limited
257 JP1	Japan	2015-518360	Awaiting examination	ManukaMed Limited
257 NZ2	New Zealand	615495 (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 5	Registered Withdrawn	15 November 2022
MANUKAMED	1693635	3, 5, 10, 30	Registered	14 May 2025



(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 5	Registered Withdrawn	26 March 2022
MANUKAMED (with device)	005802021	3, 5, 10, 30	Registered	30 March 2017



MANUKAMED

MANUKAMED (with device)	013881024	3, 10, 30	Registered	26 March 2025
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MANUKAMED

INTERNATIONAL

MEDSAF	1048492	5	filed	
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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 {with device in black 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 Affidavit of use	29 July 2024 29 July 2020
MANUKAHD ROPE	4576265	5	Registered Affidavit of use	29 July 2024 29 July 2020
MANUKAPLI	4564546	5	Registered Affidavit of use	29 July 2024 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 Affidavit of use	29 July 2024 29 July 2020
MANUKABALM*	4211761	5	Registered Affidavit of use	18 September 2022 18 September 2018
MANUKAHD BORDER	4576263	5	Registered Affidavit of use	29 July 2024 29 July 2020
MANUKALOZENGES*	4211756	5	Petition for Affidavit of use	18 September 2022 18 September 2018
MANUKACAPS*	4211757	5	Registered Affidavit of use	18 September 2022 18 September 2018
MANUKAMED USA	86/630,294	3, 5, 10, 30	Accepted Affidavit of use	29 December 2016
MANUKAMED (with device in black and white)	3847286	3, 5, 10, 30	Registered Affidavit of use	14 September 2020 14 September 2016



MANUKAMED

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

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

* Registered on the Supplemental Register