

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HN Holdco Limited	FORMERLY Havelock North Fruit Co. Limited	03/10/2017	limited company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Rocket Global Limited		
Street Address:	18 Cooper Street		
City:	Havelock North		
State/Country:	NEW ZEALAND		
Postal Code:	4130		
Entity Type:	Corporation: NEW ZEALAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4756547		
Registration Number:	5159190		
Registration Number:	4610894	ROCKIT	
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>			
Phone:	2149783000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	2001 Ross Ave., Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	92261088-003001		
DOMESTIC REPRESENTATIVE			
Name:	Dyan M. House		
Address Line 1:	2001 Ross Ave., Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dyan M. House		

CH \$90.00 4756547

SIGNATURE:	/Dyan House/
DATE SIGNED:	11/28/2017
Total Attachments: 6 source=USA - Assignment Agreement#page1.tif source=USA - Assignment Agreement#page2.tif source=USA - Assignment Agreement#page3.tif source=USA - Assignment Agreement#page4.tif source=USA - Assignment Agreement#page5.tif source=USA - Assignment Agreement#page6.tif	

ASSIGNMENT OF TRADEMARKS AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS AGREEMENT is made and effective 10 March 2017 (the “**Effective Date**”);

BY **HN HOLDCO LIMITED (formerly known as HAVELOCK NORTH FRUIT CO. LIMITED)**, a limited company (Ltd.) incorporated under the laws of New Zealand, with a business address at 18 Cooper Street, Havelock North, 4130 Hawke's Bay, New Zealand.

(the “**Assignor**”)

OF THE FIRST PART

IN FAVOUR OF **ROCKIT GLOBAL LIMITED**, a corporation incorporated under the laws of New Zealand, with a business address at 18 Cooper Street, Havelock North, 4130 Hawke's Bay, New Zealand.

(the “**Assignee**”)

OF THE SECOND PART

WHEREAS the Assignor changed its name from HAVELOCK NORTH FRUIT CO. LIMITED to HN HOLDCO LIMITED on 23 March 2017, as evidenced by its Certificate of Incorporation seen in **Schedule ‘A’** attached hereto;

AND WHEREAS the Assignor is the owner of the trademarks listed in **Schedule ‘B’** attached hereto, including the registrations and applications therefor (the “**Marks**”);

AND WHEREAS the Assignee is desirous of acquiring from Assignor its whole right, title and interest in and to the Marks together with the goodwill of the business carried on in association with the Marks;

AND WHEREAS pursuant to a transaction completed 10 March 2017 the Assignor sold, assigned and transferred all of its assets including the Marks to the Assignee;

AND WHEREAS the Assignor and Assignee wish to formalize and record the ownership change from Assignor to Assignee for the Marks;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Assignor and Assignee hereby agree as follows:

Article 1 – Assignment

1. Assignment. As of the Effective Date, the Assignor hereby irrevocably sells, assigns and transfers to the Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks, all common law rights in the Marks, any other rights, registrations, applications, or reservations in or related to the Marks, and the goodwill of the business carried on in association with the Marks, together with all rights of action resulting from any adverse use of the Marks or any confusingly similar trademarks and the right to claim such relief as is appropriate, the same to be held by Assignee, its successors and assigns as the same could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made (collectively, the "Transferred Rights").

Article 2 – General Provisions

1. Further Assurances. The Assignor will promptly upon the request of the Assignee assist the Assignee, at the Assignee's expense, in taking or causing to be taken all reasonable actions, steps and proceedings, and executing all documents or instruments, as the Assignee may reasonably require in order to vest absolute legal and beneficial ownership of the rights referred to in Article 1 of this Agreement in the Assignee or to perfect the Assignee's title thereto and (to the extent permissible under the applicable law) to procure for the Assignee (or its nominees, assignees and successors) the exclusive, unfettered, right to use and exploit the Marks.

2. Notice. Any notice or other communication required to be given pursuant to this Agreement shall be in writing and delivered by a recognized overnight courier or express delivery service, to the following addresses (or to such other address as a party specifies to the other by written notice), and shall be deemed given when deposited with such courier or delivery service for overnight delivery:

If to Assignor:

HN HOLDCO LIMITED (formerly known as HAVELOCK NORTH FRUIT CO. LIMITED), at 18 Cooper Street, Havelock North, 4130 Hawke's Bay, New Zealand;
Attention: Austin Mortimer.

If to Assignee:

ROCKIT GLOBAL LIMITED, at 18 Cooper Street, Havelock North, 4130 Hawke's Bay, New Zealand; Attention: Austin Mortimer.

3. Counterparts. This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, when taken together, shall constitute one and the same instrument.

4. Facsimile or Electronic Transmission. Each of the Assignor and Assignee shall be entitled to rely upon delivery by facsimile or other means of electronic transmission of an executed copy of this Agreement.

5. Term and Scope. This Agreement shall begin on the Effective Date, and shall be perpetual.

6. Governing Law. This Agreement shall be governed by the laws of New Zealand applicable therein and each of the Assignor and the Assignee hereby submits to the non-exclusive jurisdiction of New Zealand in connection with this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the date set forth above.

**HN HOLDCO LIMITED (formerly
known as HAVELOCK NORTH
FRUIT CO. LIMITED)**

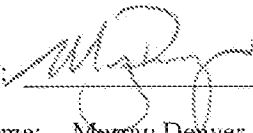
By:  _____

Name: Murray Denyer

Title: Director

I have authority to bind the corporation.

ROCKIT GLOBAL LIMITED

By:  _____

Name: Murray Denyer

Title: Director

I have authority to bind the corporation.

Schedule 'A'

**Certificate of Incorporation for HN HOLDCO LIMITED (formerly known as
HAVELOCK NORTH FRUIT CO. LIMITED)**



COMPANIES OFFICE

Certificate of Incorporation

HN HOLDCO LIMITED

1597702

NZBN: 9429034970218

This is to certify that HAVELOCK NORTH FRUIT CO. LIMITED was incorporated under the Companies Act 1993 on the 4th day of February 2005 and changed its name to HN HOLDCO LIMITED on the 23rd day of March 2017.

Registrar of Companies
18th day of April 2017



Murray John Denyer
Director



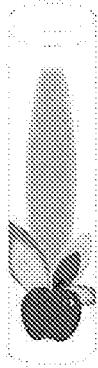
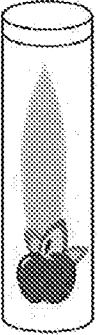
For further details relating to this company check
<http://www.companies.govt.nz/co/1597702>
Certificate generated 18 April 2017 12:01 PM NZST

TRADEMARK

REEL: 006214 FRAME: 0619

Schedule 'B'

Trademark Registrations and Pending Applications

TRADEMARK	APP. / REG. NO.	APP. / REG. DATE
<i>UNITED STATES OF AMERICA</i>		
	Reg. No. 4756547	Reg. Date: June 16, 2015
	Reg. No. 5159190	Reg. Date: March 14, 2017
ROCKIT	Reg. No. 4610894	Reg. Date: September 23, 2014