

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	10/31/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Snowberry New Zealand Limited		10/31/2014	LIMITED COMPANY: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Snowberry IP Limited		
<b>Street Address:</b>	50 Stonedon Drive		
<b>Internal Address:</b>	Unit 8		
<b>City:</b>	East Tamaki, Auckland 2013		
<b>State/Country:</b>	NEW ZEALAND		
<b>Entity Type:</b>	LIMITED COMPANY: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3637252	SNOWBERRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	617-714-1600		
<b>Email:</b>	trademarks@sandsip.com		
<b>Correspondent Name:</b>	Michael R Rizzo		
<b>Address Line 1:</b>	14 Cedar Street		
<b>Address Line 2:</b>	Suite 224		
<b>Address Line 4:</b>	Amesbury, MASSACHUSETTS 01913		
<b>ATTORNEY DOCKET NUMBER:</b>	1065.01.401.33		
<b>NAME OF SUBMITTER:</b>	Michael R Rizzo		
<b>SIGNATURE:</b>	/mrr/		
<b>DATE SIGNED:</b>	01/31/2018		
<b>Total Attachments: 12</b>			
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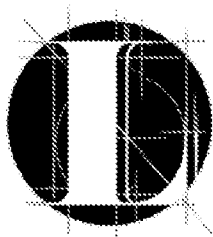
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**Snowberry New Zealand Limited**

**Snowberry IP Limited**

## **Confirmatory Deed of Assignment**



**LOFT.LEGAL**  
Intellectual Property Law Specialists

**TRADEMARK**  
**REEL: 006262 FRAME: 0306**

## Contents

1.	Definitions and Interpretation .....	2
2.	Assignment .....	3
3.	No Warranties .....	4
4.	Assistance.....	4
5.	Further Assurance.....	4
6.	General .....	4
	Schedule 1 – Certificate of Incorporation for Coselle Limited (formerly Endue Limited)	7
	Schedule 2 – Certificate of Amalgamation for Coselle Limited and Snowberry NZ.....	9
	Schedule 3 – Trade Marks .....	11

This Deed is made on the last date appearing on the execution page.

## Parties

This Deed is made between:

**Snowberry New Zealand Limited** (NZ company number 1902335) of 10A Earl Richardson Avenue, Wiri, Manukau 2104, Auckland, New Zealand (**Snowberry NZ**)

and

**Snowberry IP Limited** (NZ company number 5488701) of Unit 8, 50 Stonedon Drive, East Tamaki, Auckland 2013, New Zealand (**Snowberry IP**)

## Recitals

- A. Endue Limited is recorded as the owner of the Trade Marks.
- B. On 21 November 2011, Endue Limited changed its name to Coselle Limited (NZ company number 1766610). Evidence of this change of name is included in Schedule 1. Coselle Limited (NZ company number 1766610) became the owner of the Trade Marks as part of this change of name process.
- C. On 1 July 2014, Coselle Limited (NZ company number 1766610) was amalgamated with Snowberry New Zealand Limited (NZ company number 1902335) to become Snowberry NZ (NZ company number 1902335). Evidence of this amalgamation is included in Schedule 2. Snowberry NZ became the owner of the Trade Marks as part of this amalgamation process.
- D. On 31 October 2014, Snowberry NZ assigned to Snowberry IP its rights in the Trade Marks.
- E. The purpose of this Deed is to record assignment of the Assigned Rights from Endue Limited (now Snowberry NZ) to Snowberry IP, on the terms set out in this Deed.

**The Parties agree as follows:**

## 1. Definitions and Interpretation

### 1.1 Definitions

**Assigned Rights** means all of the rights related to, and subsisting in, the Trade Marks, including:

- (a) goodwill attaching to the Trade Marks and of the business associated with the Trade Marks;
- (b) the right to use, or authorise use of, the Trade Marks; and
- (c) the right to bring, make, oppose, defend and appeal proceedings, claims or actions and to obtain relief, and to obtain any damages recovered, in respect

of any infringement, or any other cause of action arising from ownership of any of the Trade Marks, whether occurring before, on or after the Effective Date.

**Deed** means this confirmatory deed of assignment.

**Effective Date** means 31 October 2014.

**Parties** means the parties to this Deed.

**Trade Marks** means the trade marks set out in Schedule 3, any derivatives or variations of those Trade Marks, and any and all copyright that subsists in the Trade Marks.

## 1.2 Rules for interpreting this Deed.

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this Deed or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word "**agreement**" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words "**subsidiary**", "**holding company**" and "**related company**" have the same meanings as in the New Zealand *Companies Act 1993*.

## 2. Assignment

- 2.1 With effect from the Effective Date, Snowberry NZ transfers and assigns to Snowberry IP absolutely, all its right, title and interest in and to the Assigned Rights.

- 2.2 The Trade Marks are being assigned as part of the entire business or portion thereof to which the Trade Marks pertain, as required by section 10 of the Trademark Act, 15 U.S.C. § 1060.

### **3. No Warranties**

- 3.1 The Parties give no warranties of any nature whatsoever in respect of the Assigned Rights.
- 3.2 The Parties represent that they have entered into this Deed having relied entirely on their own investigations.

### **4. Assistance**

- 4.1 Snowberry NZ will, at its own cost (unless otherwise agreed between the Parties), do all things reasonably required to vest the Assigned Rights in Snowberry IP.

### **5. Further Assurance**

- 5.1 Snowberry NZ will, at its own cost (unless otherwise agreed between the Parties), perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents required by law or which Snowberry IP requests, to vest in Snowberry IP the full benefit of the right, title and interest in the Assigned Rights.

### **6. General**

- 6.1 Governing law

This Deed is to be governed by and construed in accordance with the laws of New Zealand. Each Party submits to the exclusive jurisdiction and venue of the courts located within New Zealand with respect to any litigation arising out of the breach or enforcement of this Deed.

- 6.2 Counterparts

This Deed may be executed in counterparts by the Parties, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement, provided that the Deed will be of no force and effect until both Parties have executed a counterpart.

- 6.3 Severability

Where any provision of this Deed is invalid or not enforceable in accordance with its terms, other provisions of the Deed which are self-sustaining and capable of separate enforcement are, and continue to be, valid and enforceable in accordance with their terms.

- 6.4 Attorneys

Each person who executes this Deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

6.5 Waiver

The waiver by either Party of a breach of any provision of this Deed by the other must not operate or be construed as a waiver of any subsequent breach by the other.

6.6 No Reliance

Each Party acknowledges that, in entering into this Deed, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Deed.

6.7 Third Party Rights

No person, other than a Party to this Deed, will have any rights to enforce any term of this Deed.

6.8 Costs

Each Party will bear their own costs incurred in relation to this Deed, including all duties, taxes, fees and expenditure.

6.9 Variation

This Deed may only be amended or modified by written agreement between authorised representatives of the Parties.

**Executed as a Deed**

**Executed by Snowberry New Zealand Limited (NZCN 1902335) by or in the presence of:**



Signature of Director

MARK ASHTON HENDERSON

Name of Director



Signature of Second Director


GREGORY CHARLES BILLINGTON

Name of Second Director

Date: 25/01/2018



Executed by **Snowberry IP Limited (NZCN 5488701)** by or in the presence of:



\_\_\_\_\_  
Signature of Director

MARK ASHTON HENDERSON

\_\_\_\_\_  
Name of Director



\_\_\_\_\_  
Signature of Second Director

GREGORY CHARLES BILLINGTON

\_\_\_\_\_  
Name of Second Director

Date: 25/01/2018

**Schedule 1 – Certificate of Incorporation for Coselle  
Limited (formerly Endue Limited)**



# COMPANIES OFFICE

## Certificate of Incorporation

COSELLE LIMITED

1766610

This is to certify that ENDUE LIMITED was incorporated under the Companies Act 1993 on the 8th day of February 2006 and changed its name to COSELLE LIMITED on the 21st day of November 2011.

Registrar of Companies  
21st day of November 2011

*Neville Harris*



The validation code for this Certificate of Incorporation is: INC47214132  
For further details relating to this company check [www.companies.govt.nz](http://www.companies.govt.nz)  
Certificate generated 21 November 2011 04:04 PM NZDT

**Schedule 2 – Certificate of Amalgamation for Coselle  
Limited and Snowberry New Zealand Limited**



## COMPANIES OFFICE

### Certificate of Amalgamation

# **SNOWBERRY NEW ZEALAND LIMITED (1902335)**

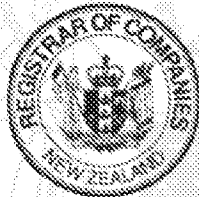
This is to certify that on 1 July 2014:

COSELLE LIMITED (1766610) and SNOWBERRY NEW ZEALAND LIMITED  
(1902335)

amalgamated to become SNOWBERRY NEW ZEALAND LIMITED under Part XIII of the  
Companies Act 1993.

*Mandy McDonald*

Mandy McDonald  
Registrar of Companies  
Dated 1 July 2014



TRADEMARK

REEL: 006262 FRAME: 0316

### Schedule 3 – Trade Marks

Jurisdiction	Number	Mark	Classification	Status
USA	3637252	SNOWBERRY	Classes 3: Cosmetic and beauty care cosmetics; [ perfumery; ] body lotions, hand lotions, facial creams; [ hair care preparations and ] non-medicated skin care preparations [ ; soaps ]	Registered