

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462693

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	700520581		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natural Health Products Limited (in liquidation)		11/10/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Bee Bio Limited		
Street Address:	322 Manchester Street		
City:	Christchurch		
State/Country:	NEW ZEALAND		
Postal Code:	8013		
Entity Type:	Limited Liability Company: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4578897	BEEBIO	
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:	CLARE.E.REEVE@NZ.PWC.COM		
Correspondent Name:	CLARE REEVE, PWC LEGAL		
Address Line 1:	LEVEL 8, 188 QUAY STREET		
Address Line 4:	AUCKLAND, NEW ZEALAND		
NAME OF SUBMITTER:	Liz Babonnick		
SIGNATURE:	/lizbabonnick/		
DATE SIGNED:	02/20/2018		
Total Attachments: 4			
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OP \$40.00 4578897

Deed of Assignment of Trade Marks

Natural Health Products Limited (in liquidation)

Bee Bio Limited

**anderson
lloyd.**

Date: 11 October 2016

Parties

- (1) NATURAL HEALTH PRODUCTS LIMITED (in liquidation) (Assignor)
- (2) BEE BIO LIMITED (Assignee)

Background

- A. The Assignor is the registered owner of the trade marks set out in Schedule One of this Deed (Trade Marks).
- B. The Assignee and Assignor have entered into an Agreement for Sale and Purchase dated 5 October 2016 (Agreement) under which the Assignee is to purchase the business of the Assignor, including the Trade Marks.
- C. The Assignor has agreed to assign the Trade Marks to the Assignee on the terms and conditions set out in this Deed.

Agreement

1. Assignment

- 1.1 In consideration of the Agreement the Assignor hereby assigns and transfers to the Assignee all rights, title and interest in the Trade Marks including the registration of the Trade Marks and all common law rights connected to the Trade Marks
- 1.2 The Assignor agrees to do all things and sign all documents necessary to give effect to the assignment of the Trade Marks.

2. Agreement Prevails

- 2.1 This Deed is supplementary to and does not derogate from or restrict the parties' rights, powers or obligations under the Agreement.

3. Counterparts

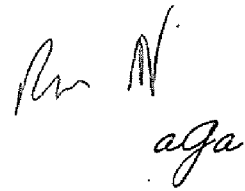
- 3.1 This Deed may be executed in two or more counterpart copies which, read together, will constitute one and the same instrument Any facsimile, email or pdf copy of this Deed may be relied upon by the other parties as through it were an original copy.

4. Basis of Entry into Deed

- 4.1 This Deed has been signed on behalf of the Assignor by Rees Logan and Rhys Cain who were appointed joint and several liquidators of the Assignor on 29 September 2016 (Liquidators).
- 4.2 The Liquidators have signed this Deed as agents of the Assignor and neither the Liquidators nor Ernst and Young Limited (including any other Associated Person or Related Body Corporate as defined in the Financial Markets Conduct Act 2013) (E&Y) nor their employees or agents will be personally liable (in damages or otherwise) for any of the obligations incurred or assumed by the Assignor.

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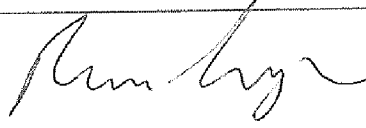


5. Exclusion of Liability

5.1 The Assignor, the Liquidators and E&Y and their employees and agents disclaim and exude all liability to the Assignee in relation to this Deed to the maximum extent permitted by law. To the extent that liability cannot be excluded then it is limited to the minimum amount or obligation permitted by law.

Execution

Signed for and on behalf of Natural Health Products Limited (in liquidation) as Assignor by its duly authorised officer in the presence of:



Ross Logan
Name of liquidator



Signature of witness

Jordan John Pentecost

Name of witness

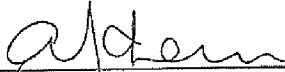
Accountant

Occupation

140A Memorial Ave. Itan, Chch

Address

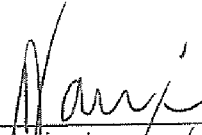
Signed by Bee Bio Limited as Assignee by:



Director's signature

Anthony Gerard AHERN

Director's full name



Director's signature

ADRIAN VANCE

Director's full name

Witnessed by (if signed other than by two Directors)

Signature of witness

Name of witness

Occupation

Address

SCHEDULE ONE

Country	Trade Mark	Classes of Registration	Registration Number / Goods
New Zealand	BeeBio (device) trade mark	3 and 30	855633
Australia	BeeBio (device) trade mark	3 and 30	1504249
US	BeeBio (device) trade mark	3 and 30	4578897
EU	BeeBio (device)	3, 5 and 30	013709456
China	BeeBio (device)	3, 30 and 32	Trade mark registration no. 10032080 in class 30 for "Make-up, Beauty masks, Creams (Cosmetic), Perfumes, Skin care (Cosmetic preparations for -), preventing crimple cream, white cream, Soap, shampoo, wash face milk"; Trade mark registration no. 10032079 in class 32 for "Alcohol free drinks with honey, Beer, Beverages (Non-alcoholic-), Waters [beverages], Must, Lemonades, Aerated water, Beverages (Preparations for making -), Essences for making beverages, Lactic acid beverage (fruit product, Non milk)"; and Trade mark registration no. 10032081 in class 3 for "Honey, Bee glue [propolis] for human consumption, Jelly (Royal-) for human consumption [not for medical purposes], Royal jelly for human consumption [not for medical purposes], Molasses for food, Golden syrup, non-medical nutrition grease, Sugar *, Sugar *, Pastries, Cream (Ice-)".

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Handwritten signature and initials