

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470465

|   |  |                          |                        |
|---|--|--------------------------|------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                          |                        |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                          |                        |
| <b>CONVEYING PARTY DATA</b>   |  |                          |                        |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>    | <b>Entity Type</b>     |
| Boundary Bend Olives Pty Ltd  |  | 03/27/2018               | Corporation: AUSTRALIA |
| <b>RECEIVING PARTY DATA</b>   |  |                          |                        |
| <b>Name:</b>  | Boundary Bend IP Pty Ltd                           |                          |                        |
| <b>Street Address:</b>  | 151 Broderick Rd                                   |                          |                        |
| <b>City:</b>  | Lara, Vic  |                          |                        |
| <b>State/Country:</b>   | AUSTRALIA  |                          |                        |
| <b>Postal Code:</b>   | 3212   |                          |                        |
| <b>Entity Type:</b>   | Corporation: AUSTRALIA                             |                          |                        |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                          |                        |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>         |                        |
| <b>Serial Number:</b>   | 87557796   | POP-UP POURER            |                        |
| <b>Serial Number:</b>   | 86795569   | GROWING OLIVE GOODNESS   |                        |
| <b>Serial Number:</b>   | 87627343   | OLIVE WELLNESS INSTITUTE |                        |
| <b>Serial Number:</b>   | 86281717   | BOUNDARY BEND OLIVES     |                        |
| <b>Serial Number:</b>   | 87254180   | O/OLOGY                  |                        |
| <b>Serial Number:</b>   | 87254196   | OLEGRO                   |                        |
| <b>Serial Number:</b>   | 78976996   | RED ISLAND               |                        |
| <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>   | +61 439 035 974                                    |                          |                        |
| <b>Email:</b>   | tm@burnsip.com                                     |                          |                        |
| <b>Correspondent Name:</b>  | Burns IP & Commercial Pty Ltd                      |                          |                        |
| <b>Address Line 1:</b>  | PO Box 177   |                          |                        |
| <b>Address Line 4:</b>  | Hampton, AUSTRALIA 3188                            |                          |                        |
| <b>DOMESTIC REPRESENTATIVE</b>  |  |                          |                        |
| <b>Name:</b>  | Burns IP & Commercial Pty Ltd                      |                          |                        |
| <b>Address Line 1:</b>  | PO Box 177   |                          |                        |

OP \$190.00 87557796

|   |                 |
|---|-----------------|
| <b>Address Line 2:</b>  | Hampton, VIC    |
| <b>Address Line 4:</b>  | Australia, 3188 |
| <b>NAME OF SUBMITTER:</b>   | Natasha Burns   |
| <b>SIGNATURE:</b>   | /NJB/           |
| <b>DATE SIGNED:</b>   | 04/19/2018      |
| <b>Total Attachments: 6</b><br>source=162195-Signed Deed Assignment Boundary Bend IP (1)#page1.tif<br>source=162195-Signed Deed Assignment Boundary Bend IP (1)#page2.tif<br>source=162195-Signed Deed Assignment Boundary Bend IP (1)#page3.tif<br>source=162195-Signed Deed Assignment Boundary Bend IP (1)#page4.tif<br>source=162195-Signed Deed Assignment Boundary Bend IP (1)#page5.tif<br>source=162195-Signed Deed Assignment Boundary Bend IP (1)#page6.tif |                 |

# DEED OF ASSIGNMENT:

## Trademarks

This Deed of Assignment (Assignment) is made this 27<sup>th</sup> day of March, 2018 (the Execution Date) by and between:

**Boundary Bend Olives Pty Ltd**, ACN 084 730 101, a company organised and existing under the laws of Australia, with an address at 151 Broderick Road, Lara, Victoria (VIC) 3212, Australia (hereinafter called the ASSIGNOR)

AND

**Boundary Bend IP Pty Ltd**, ACN 622 856 366 a company organised and existing under the laws of Australia with an address 151 Broderick Road, Lara Victoria (VIC) 3212, Australia (hereinafter called the ASSIGNEE)

### RECITALS

- A. The Assignor desires to assign to the Assignee and the Assignee desires to accept from the Assignor, any and all right title and interest of the Assignor in and to the trademarks set forth in Exhibit "A" attached hereto, together with any and all common law rights and other intellectual property rights related thereto, including any and all associated goodwill (the Trademarks)

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree:

1. Assignment: Assignor does hereby sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, and Assignee hereby accepts, the Assignee's entire right, title and interest in and to the Trademark(s) together with all the goodwill connected with and symbolized by the said Trademark(s), together with the right to sue for and collect upon all claims for profits and damages as a result of past, present or future infringement, misappropriation or other violation of the Trademarks, in each case whether now existing or hereafter created or arising, together with the proceeds thereof, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns and other legal representatives.
2. Further Assistance: Assignor hereby agrees to execute any documents requested by the Assignee in order to effect the foregoing assignment. In consideration of the foregoing assignment, the Assignee shall pay the Assignor the sum of USD\$1.00 for the execution of this Assignment. Assignor agrees to perform all acts deemed reasonably necessary or desirable by the Assignee to permit and assist the Assignee to obtain and enforce the full benefits throughout the world of the Assignor's assignment of all right, title and interest in the Trademarks, including but not limited to the execution of documents and assistance or cooperation in the registration and enforcement of any related rights throughout the world.
3. General Provisions
  - 3.1. Counterparts: This Deed may be executed in any number of counterparts. Each counterpart will be an original and all counterparts together will constitute one and the same instrument.


TRADEMARK

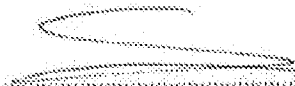
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- 3.2. Force majeure. No party shall be considered in default under this Deed as long as its failure to perform any of its obligations is occasioned solely by fire, labour disturbance, acts of civil or military authorities, acts of God, terrorism or any similar cause beyond such party's reasonable control.
- 3.3. Governing law and jurisdiction. This Deed is governed by the laws of Australia. Each party irrevocably submits to the jurisdiction of the courts of Australia.
- 3.4. Notices. A notice by one party to another must be in writing and delivered personally or sent by registered mail to the address of the addressee specified in this Deed. A party may change its address for service by giving notice of that change in writing to the other parties.
- 3.5. Severability. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Deed.
- 3.6. Survival & merger. The terms of this Deed survive its termination to the extent permitted by law. Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against it.
- 3.7. Variation. A variation or waiver of a provision of this Deed will be ineffective unless it is in writing and executed by the parties.
- 3.8. Waiver. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude its future exercise or the exercise of any other power.
- 3.9. Warranties and representations. Each party warrants that they have not relied on any prior oral or written warranty or representation in relation to the subject matter of this Deed. Each party relies on its own enquiries in relation to the subject matter of this Deed.
- 3.10. Whole agreement. This Deed constitutes the whole Deed between the parties and supersedes all oral and written communications between them.

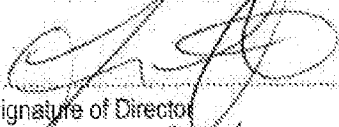
**Executed as a deed**

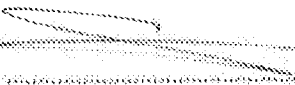
**EXECUTED** as a deed in accordance with section 127 of the *Corporations Act 2001* by  
**BOUNDARY BEND OLIVES PTY LTD**

  
 Signature of Director  
 Timothy Smith  
 Name of Director







  
 Signature of Director/Secretary  
 Samuel Beaton  
 Name of Director/Secretary

**EXECUTED** as a deed in accordance with section 127 of the *Corporations Act 2001* by  
**BOUNDARY BEND IP PTY LTD**











  
 Signature of Director  
 Timothy Smith  
 Name of Director

  
 Signature of Director/Secretary  
 Samuel Beaton  
 Name of Director/Secretary

SCHEDULE A: Trademarks

| Country   | Trademark Number | Trademark  | Class(es)           | Status     |
|-----------|------------------|--|---------------------|------------|
| Australia | 924455           | njoī   | 29                  | Registered |
| Australia | 977372           | NJOI   | 29 30               | Registered |
| Australia | 977373           | njoī   | 29 30               | Registered |
| Australia | 998275           | RED ISLAND   | 29 30               | Registered |
| Australia | 1051984          | TREE OF LIFE   | 29                  | Registered |
| Australia | 1080240          |   | 29                  | Registered |
| Australia | 1108136          |   | 29 30               | Registered |
| Australia | 1108139          | TREE OF LIFE   | 29 30               | Registered |
| Australia | 1113612          |    | 29                  | Registered |
| Australia | 1376804          | <b>modern</b><br><br>olives             | 6 19 29 31 40 42 44 | Registered |
| Australia | 1529250          | REDISLAND  | 29                  | Registered |
| Australia | 1580195          | <b>modern</b><br><br>olives             | 35                  | Registered |
| Australia | 1596500          | OIOLOGY  | 29 35               | Registered |
| Australia | 1596503          | OIOLOGIST  | 29 35               | Registered |
| Australia | 1596510          | OIOLOGY  | 29 35               | Registered |
| Australia | 1596516          | OIOLOGIST  | 29 35               | Registered |
| Australia | 1626042          | BOUNDARY BEND<br>OLIVES  | 29 31 39 40 44      | Registered |
| Australia | 1626043          | <b>BOUNDARY<br/>BEND<br/>OLIVES</b><br> | 29 31 39 40 44      | Registered |

|               |          |   |              |            |
|---------------|----------|---|--------------|------------|
| Australia     | 1645561  |                                | 29           | Registered |
| Australia     | 1655092  | H2OLIVE   | 32           | Registered |
| Australia     | 1668284  | OIOLOGY   | 3 5          | Registered |
| Australia     | 1685313  | POP-UP POURER   | 29           | Registered |
| Australia     | 1685314  | SQUEEZE ME  | 29           | Registered |
| Australia     | 1687235  | FIRST HARVEST   | 29           | Registered |
| Australia     | 1705267  | OLE FRESH   | 3 5 30       | Registered |
| Australia     | 1730002  | GROWING OLIVE<br>GOODNESS   | 29 31 40 44  | Registered |
| Australia     | 1783733  | PIPPA   | 3            | Registered |
| Australia     | 1785168  | OLIVE ENERGY  | 4 40         | Registered |
| Australia     | 1813029  | PHENOLI   | 3 5 29 30 32 | Registered |
| Australia     | 1813047  | OLEGRO  | 3 5 29 30 32 | Registered |
| Australia     | 1813052  | O/OLOGY   | 3 5 29 30 32 | Registered |
| Australia     | 1645105  | THE GREAT ALL<br>ROUNDER  | 29           | Opposed    |
| Australia     | 1875970  | OLIVE WELLNESS<br>INSTITUTE   | 29 41 42 44  | Pending    |
| Australia     | 1875971  |  Olive Wellness<br>INSTITUTE | 29 41 42 44  | Pending    |
| New Zealand   | 969956   | REDISLAND   | 29 30        | Registered |
| New Zealand   | 1022909  | OLE FRESH   | 5            | Registered |
| New Zealand   | 1030139  | GROWING OLIVE<br>GOODNESS   | 29 31 40 44  | Registered |
| New Zealand   | 1056693  | PHENOLI   | 3 5 29 30 32 | Registered |
| New Zealand   | 1056696  | O/OLOGY   | 3 5 29 30 32 | Registered |
| New Zealand   | 1056773  | OLEGRO  | 3 5 29 30 32 | Registered |
| United States | 87557796 | POP-UP POURER   | 29           | Pending    |
| United States | 86795569 | GROWING OLIVE<br>GOODNESS   | 29 31 40 44  | Accepted   |
| United States | 87627343 | OLIVE WELLNESS<br>INSTITUTE   | 29 41 42 44  | Pending    |

|                            |                          |  |                |            |
|----------------------------|--------------------------|--|----------------|------------|
| United States              | 86281717                 | <b>BOUNDARY BEND OLIVES</b><br>   | 29 39 40 44    | Accepted   |
| United States              | 87254180                 | O/OLOGY  | 3 5 29 30 32   | Accepted   |
| United States              | 87254196                 | OLEGRO   | 3 5 29 30 32   | Pending    |
| United States              | 78976996                 | RED ISLAND   | 29             | Registered |
| International Registration | TBA                      | OLIVE WELLNESS INSTITUTE Logo  | 41 42          | Pending    |
| International Registration | 1232708                  | RED ISLAND   | 29             | Registered |
| International Registration | 1253105                  |                                   | 29             | Registered |
| International Registration | 1236851                  | H2OLIVE  | 32             | Registered |
| International Registration | 1226813                  | <b>BOUNDARY BEND OLIVES</b><br> | 29 31 39 40 44 | Registered |
| International Registration | 1193042                  | <b>modern</b><br><br>olives     | 42 44          | Registered |
| Brazil                     | 913664677<br>913664456   |  Olive Wellness INSTITUTE       | 42<br>41       | Pending    |
| Malaysia                   | 2017071383<br>2017071529 |  Olive Wellness INSTITUTE       | 41<br>42       | Pending    |
| Malaysia                   | 2014068075               | RED ISLAND   | 29             | Registered |
| South Africa               | 201731920<br>201731921   |  Olive Wellness INSTITUTE       | 41<br>42       | Pending    |
| Peru                       | 726439                   |  Olive Wellness INSTITUTE       | 41 42          | Pending    |
| Thailand                   | 170140222                |  Olive Wellness INSTITUTE       | 41 42          | Pending    |
| Taiwan                     | 01761897                 | RED ISLAND   | 29             | Registered |
| Taiwan                     | 106071277                |  Olive Wellness INSTITUTE       | 41 42          | Pending    |

|                       |  |   |                      |            |
|-----------------------|--|---|----------------------|------------|
| Chile                 | 1272792                                  |  Olive Wellness<br>INSTITUTE | 41 42                | Pending    |
| Canada                | 1865596                                  |  Olive Wellness<br>INSTITUTE | 41 42                | Pending    |
| Canada                | 1815010                                  | O/OLOGY   | 3 5 29 30 32         | Pending    |
| Canada                | 1815009                                  | OLEGRO  | 3 5 29 30 32         | Pending    |
| Canada                | 1815011                                  | PHENOLI   | 3 5 29 30 32         | Pending    |
| Canada                | 1851387                                  | POP-UP POURER   | 29                   | Pending    |
| Indonesia             | D002014056621                            | RED ISLAND  | 29                   | Pending    |
| Cambodia              | 59612                                    | RED ISLAND  | 29                   | Registered |
| Argentina             | 2844843<br>2844842<br>2844841<br>2844840 | GROWING OLIVE<br>GOODNESS   | 29<br>31<br>40<br>44 | Registered |
| China                 | 9356590<br>9356591                       | RED ISLAND  | 30<br>29             | Registered |
| China                 | 9383417                                  |                             | 29                   | Registered |
| China                 | 9383418                                  | MATILDA   | 29                   | Registered |
| China                 | 13584772                                 | TREE OF LIFE  | 29                   | Registered |
| Hong Kong             | 303221577                                | RED ISLAND  | 29                   | Registered |
| European<br>Community | 014711345                                |  BOUNDARY BEND<br>OLIVES   | 29 31 40 44          | Registered |
| European<br>Community | 004554631                                | RED ISLAND  | 29 30                | Registered |