

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Therapeutics Pty Ltd		11/27/2020	Private Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	McPherson's Consumer Products Pty Ltd		
Street Address:	105 Vanessa St, Kingsgrove		
City:	New South Wales 2208		
State/Country:	AUSTRALIA		
Entity Type:	Proprietary Company, Limited By Shares: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88886876	ORIENTAL BOTANICALS	
Serial Number:	88886866	FUSION	
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:	8478812458		
Email:	pto@nealmcdevitt.com		
Correspondent Name:	Richard Biagi		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
NAME OF SUBMITTER:	Richard B. Biagi		
SIGNATURE:	/Richard B. Biagi/		
DATE SIGNED:	12/02/2020		
Total Attachments: 11			
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McPherson's Consumer Products Pty Ltd

Global Therapeutics Pty Ltd

**Trade Mark Assignment Deed
(Australia, New Zealand, United
Kingdom, United States)**

JOHNSON WINTER & SLATTERY

Level 25, 20 Bond Street
SYDNEY NSW 2000

T +61 2 8274 9555 | F +61 2 8274 9500
www.jws.com.au

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Trade Mark Assignment Deed

Date 30 November 2020

Parties

- 1 **McPherson's Consumer Products Pty Ltd (ABN 36 000 020 495) (Assignee)**
Address: 105 Vanessa St, Kingsgrove NSW 2208
- 2 **Global Therapeutics Pty Ltd (ACN 089 188 698) (Assignor)**
Address: 20 Jubilee Avenue, Warriewood NSW 2102

Recitals

- A The Assignor and the Assignee are party to a Business Sale Agreement dated 26 October 2020 (**Sale Agreement**) pursuant to which the Assignor has agreed to sell, and the Assignee has agreed to purchase, the trade marks listed in Schedule 1 (**Trade Marks**) amongst other assets.
- B In fulfilment of its obligations under the Sale Agreement, the Assignor agrees to assign all of its right, title and interest in and to the Trade Marks to the Assignee on the terms of this document.

Operative part

1 Assignment

1.1 Assignment

With effect on Completion (as that term is defined in the Sale Agreement), the Assignor assigns to the Assignee the Assignor's entire right, title and interest (both legal and beneficial) in and to the Trade Marks, including all goodwill and common law rights in and to the Trade Marks.

1.2 Right to Take Action

The assignment in clause 1.1 includes the right to take any action that the Assignor has had, or may have, against any person to recover damages, accounts of profit or other relief for any infringement or misuse of any of the Trade Marks, whether occurring before, on or after Completion.

1.3 Facilitation of Assignment

The Assignee must promptly take all steps required to have the assignment of the Trade Marks under clause 1.1 recorded on each applicable trade marks register.

2 General

2.1 Duty

- (a) As between the parties the Assignee is liable for and must pay all taxes and stamp or other duties, other than income, company or capital gains tax, on or relating to this document, any document executed under it or any dutiable transaction evidenced or effected by it (**Duty**).

- (b) If a party other than the Assignee pays any Duty on or relating to this document, any document executed under it or any dutiable transaction evidenced or effected by it, the Assignee must pay that amount to the paying party on demand.

2.2 Amendment

This document may be amended only by written agreement of all parties.

2.3 Counterparts

- (a) This document may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart.
- (b) Each counterpart of this document constitutes an original of this document but the counterparts together constitute one and the same instrument.



2.4 Governing Law and Jurisdiction

- (a) The laws of New South Wales govern this document.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

2.5 Costs






A party will bear its own costs in relation to the negotiation, preparation and execution of this document and any further document required. However, unless this document otherwise provides, the cost of performing an obligation will be borne by the party concerned.







Schedule 1 – Trade Marks

No.	TM No.	Trade mark	Owner/applicant	Classes of goods and services	Status ¹	Expiration
Australia						
1.	883933	 <p>FUSION HEALTH ANCIENT WISDOM MODERN MEDICINE</p>	Global Therapeutics Pty. Ltd.	5	Registered/ Protected	Renewal due 27 Jul 2021
2.	883935	 <p>Oriental Botanicals ORIENTAL BOTANICALS</p>	Global Therapeutics Pty. Ltd.	5	Registered/ Protected	Renewal due 27 Jul 2021
3.	1209765	FUSION	Global Therapeutics Pty. Ltd.	5	Registered/ Protected	Renewal due 13 Nov 2027
4.	1209767	FUSION HEALTH	Global Therapeutics Pty. Ltd.	5	Registered/ Protected	Renewal due 13 Nov 2027
5.	1413510	Laxatone	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 18 Mar 2021
6.	1422422	DERMAHEAL	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 28 Apr 2021
7.	1422637	ANCIENT WISDOM MODERN MEDICINE	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 29 Apr 2021
8.	1424237	FUSION	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 10 May 2021
9.	1424239	FUSION HEALTH	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 10 May 2021
10.	1424244	HEALTH FUSION	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 10 May 2021
11.	1428036	FOLLICEL	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 31 May 2021
12.	1428037	PHYTOFOL	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 31 May 2021

¹ Any application to register a trade mark may or may not be accepted.

No.	TM No.	Trade mark	Owner/applicant	Classes of goods and services	Status ¹	Expiration
13.	1429561	ORIENTAL BOTANICALS	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 08 Jun 2021
14.	1453736	ADRENALIFT	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 13 Oct 2021
15.	1453760	ANXIOLIFT	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 13 Oct 2021
16.	1453768	ASTRAGALUS 8	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 13 Oct 2021
17.	1453769	DETOXELIM	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 13 Oct 2021
18.	1453770	HAIRPRO	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 13 Oct 2021
19.	1453772	NATURAGESIC	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 13 Oct 2021
20.	1453773	WOMEN'S QI	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 13 Oct 2021
21.	1460756	PHYTOGESIC	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 22 Nov 2021
22.	1466516	SOMNICALM	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 21 Dec 2021
23.	1466527	REFLUXIN	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 21 Dec 2021
24.	1466530	DERMAVITAL	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 21 Dec 2021
25.	1466532	BRONCHELIX	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 21 Dec 2021
26.	1466534	BACTEVIR	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 21 Dec 2021
27.	1466536	ALLERGONE	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 21 Dec 2021
28.	1470541	ANTIOXID 8	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 20 Jan 2022
29.	1470546	BRAIN IQ	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 20 Jan 2022
30.	1470550	CYSTITUM	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 20 Jan 2022
31.	1470553	FEMAREN	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 20 Jan 2022
32.	1470556	LIVACLEAN	Global Therapeutics Pty Ltd	5	Registered/Protected	Renewal due 20 Jan 2022

No.	TM No.	Trade mark	Owner/applicant	Classes of goods and services	Status ¹	Expiration
33.	1502315		Global Therapeutics Pty. Ltd.	5	Registered/ Protected	Renewal due 16 Jul 2022
34.	1516520	CARDIOTONE	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 26 Sep 2022
35.	1516528	MIGRAINIL	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 26 Sep 2022
36.	1518469	FUSION KIDNEY TONIC	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 05 Oct 2022
37.	1549093	WHERE WISDOM MEETS	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 28 Mar 2023
38.	1549096	BEST OF BOTH WORLDS FROM FUSION	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 28 Mar 2023
39.	1563615	ASTRA 8	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 19 Jun 2023
40.	1564313	WHERE WISDOM MEETS	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 21 Jun 2023
41.	1574904	FUSION WOMEN'S BALANCE	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 15 Aug 2023
42.	1642665	GLUCOGARD	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 22 Aug 2024
43.	1642666	OPTICHEL	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 22 Aug 2024
44.	1668385	VIRAFORCE	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 09 Jan 2025
45.	1668394	 FUSION HEALTH	Global Therapeutics Pty Ltd	41	Registered/ Protected	Renewal due 09 Jan 2025
46.	1668411	 Oriental Botanicals ORIENTAL BOTANICALS	Global Therapeutics Pty Ltd	9	Registered/ Protected	Renewal due 09 Jan 2025
47.	1668412	 Oriental Botanicals ORIENTAL BOTANICALS	Global Therapeutics Pty Ltd	16	Registered/ Protected	Renewal due 09 Jan 2025
48.	1668413	 Oriental Botanicals ORIENTAL BOTANICALS	Global Therapeutics Pty Ltd	41	Registered/ Protected	Renewal due 09 Jan 2025

No.	TM No.	Trade mark	Owner/applicant	Classes of goods and services	Status ¹	Expiration
49.	1676849	ACTIVIRAL	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 24 Feb 2025
50.	1691379	TIENGIN	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 04 May 2025
51.	1694227	OCEANPURE	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 18 May 2025
52.	1708659	OMEGACLEAN	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 21 Jul 2025
53.	1730206	CANDEX	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 23 Oct 2025
54.	1771444	 FUSION HEALTH	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 18 May 2026
55.	1771448	 FUSION HEALTH	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 18 May 2026
56.	1948443	FUSION HEALTH MUM-TO-BE MULTI	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 15 Aug 2028
57.	1957378	ANCIENT WISDOM MODERN WELLNESS	Global Therapeutics Pty Ltd	5	Accepted Advertised 2 Sep 2020	Opposition period expires 2 Nov 2020
58.	2033036	FUSION HEALTH & Device 	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal Due 27 Aug 2029
59.	2033037	FUSION HEALTH ANCIENT WISDOM MODERN MEDICINE & Device  ancient wisdom modern medicine	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal Due 27 Aug 2029
New Zealand						
60.	1043250	FUSION HEALTH 	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 18 May 2026
61.	1043252	FUSION HEALTH 	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 18 May 2026
62.	1043254	FUSION	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 18 May 2026

No.	TM No.	Trade mark	Owner/applicant	Classes of goods and services	Status ¹	Expiration
63.	1043257	FUSION HEALTH	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 18 May 2026
64.	1103224	ANCIENT WISDOM MODERN WELLNESS	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 24 Sep 2028
United Kingdom						
65.	3481696	ORIENTAL BOTANICALS	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 15 Apr 2030
66.	3481699	FUSION	Global Therapeutics Pty Ltd	5	Registered/ Protected	Renewal due 15 Apr 2030
United States						
67.	88886866	FUSION	Global Therapeutics Pty Ltd	5	Awaiting publication for opposition Filed 24 April 2020	
68.	88886876	ORIENTAL BOTANICALS	Global Therapeutics Pty Ltd	5	Office action issued. Filed 24 April 2020	Deadline to respond to office action 27 Jan 2021

Execution

EXECUTED as a deed

Executed by McPherson's Consumer Products Pty Ltd in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



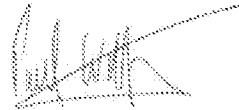
Director signature

LAURENCE MCALLISTER

Director full name
(BLOCK LETTERS)

27/11/2020

Date



Director/Secretary signature

PAUL WITHERIDGE

Director/Secretary full name
(BLOCK LETTERS)

27/11/2020

Date

Executed by Global Therapeutics Pty Ltd in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Director signature

Director full name
(BLOCK LETTERS)

Date

Director/Secretary signature

Director/Secretary full name
(BLOCK LETTERS)

Date

Execution

EXECUTED as a deed

Executed by McPherson's Consumer Products Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth) by:

Director signature

Director/Secretary signature

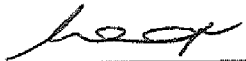
Director full name (BLOCK LETTERS)

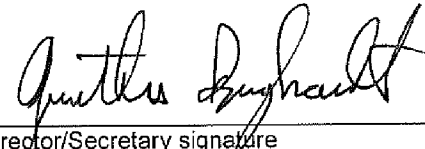
Director/Secretary full name (BLOCK LETTERS)

Date

Date

Executed by Global Therapeutics Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth) by:


Director signature


Director/Secretary signature

CECILE COOPER
Director full name (BLOCK LETTERS)

GUNTHER BURGMAIR
Director/Secretary full name (BLOCK LETTERS)

27 NOVEMBER 2020
Date

27 NOVEMBER 2020
Date