

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618415

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900578342
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pure Precision Limited		01/13/2020	Corporation:

RECEIVING PARTY DATA

Name:	The Procter & Gamble Company
Street Address:	One Procter & Gamble Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3889175	CHARLIE BANANA
Registration Number:	3994441	CHARLIE BANANA
Registration Number:	3881487	CHARLIE BANANA

CORRESPONDENCE DATA

Fax Number: 5137120401
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.

Phone: 5139832740
Email: lukas.ca@pg.com
Correspondent Name: The Procter & Gamble Company
Address Line 1: One Procter & Gamble Plaza
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Brie R. Janke
SIGNATURE:	/brj/
DATE SIGNED:	01/05/2021

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment Agreement**”) is made the 13th day of January, 2020 (the “**Effective Date**”),

By and between

- (1) Pure Precision Limited, a British Virgin Islands business company, the registered office of which is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (“**Assignor**”), and
- (2) The Procter & Gamble Company, an Ohio corporation, located at One Procter & Gamble Plaza, C9, Cincinnati, Ohio 45202 (“**Assignee**”).

RECITALS:

WHEREAS, the Assignor is the proprietor and beneficial owner of the Purchase Assets set out in Schedule A hereto.

WHEREAS, pursuant to the Share and Asset Purchase Agreement, dated November 22, 2019 (the “**Transaction Agreement**”), by and between Assignor, Assignee and the other parties thereto, and subject to the terms and conditions set forth therein, Assignor agreed to sell, assign, transfer and convey to Assignee and its designated Affiliates, and Assignee agreed to purchase, acquire and assume, all of the Purchased Assets.

WHEREAS, pursuant to the Transaction Agreement, Assignor and Assignee have agreed to enter into this Assignment Agreement as evidence of such assignment to and assumption by Assignee of the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing, of the sum of HK\$1 paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein will have the respective meanings given to such terms in the Transaction Agreement, unless otherwise expressly defined herein.
2. **Assignment.** Assignor does hereby irrevocably assign, transfer and convey Assignor’s entire right, title and interest that exist today, in, to and under the Purchased Assets, subject only to the terms and conditions set forth in the Transaction Agreement. The Purchased Assets shall be held and enjoyed by Assignee for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment Agreement not been made, including the right to any damages accrued for infringement of the Purchased Assets prior to the date of this Assignment Agreement.
3. **Acceptance of Assignment.** Assignee hereby acquires and assumes the Purchased Assets, subject only to the terms and conditions set forth in the Transaction Agreement. Assignor

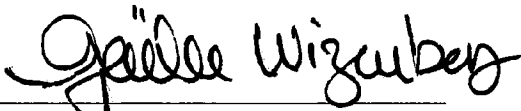
acknowledges and agrees that, as a result of the assignment, transfer and conveyance set forth herein, Assignee is the owner of all right, title and interest in and to the Purchased Assets in any form or embodiment thereof.

4. Further Assurances. From time to time, as and when requested by Assignor and at Assignor's expense, Assignee will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as Assignor may reasonably deem necessary or desirable to evidence and effectuate this Assignment Agreement.
5. Recordation. Assignor hereby consents to and requests and authorizes the United States Patent and Trademark Office or any other Governmental Body to record this Assignment Agreement and to issue any documents which may be granted upon any of the Purchased Assets in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file applications for the Purchased Assets in any countries.
6. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
6. Assumption of Liabilities. Assignee assumes any and all liabilities, if any, associated with the Purchased Assets accruing after the Effective Date.
7. Governing Laws and Dispute Resolution. This Assignment Agreement and any action, suit, claim, investigation, or proceeding of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of or related to this Assignment Agreement or the negotiation, execution or performance of this Assignment Agreement will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regard to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement on the day and year first above written.

[Signature page follows]

PURE PRECISION LIMITED

By: 

Name: Gaëlle Sandra Blanche Wizenberg
Its: Sole Director

**THE PROCTER & GAMBLE
COMPANY**

By:

Name: Matthew Spriggs
Attorney-in-Fact

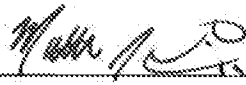
PURE PRECISION LIMITED

By:

Name: Gaëlle Sandra Blanche Wizenberg
Its: Sole Director

THE PROCTER & GAMBLE
COMPANY









By:











Name: Matthew Spriggs
Attorney-in-Fact

SCHEDULE A

Part I Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Trademark No.</u>
CHARLIE BANANA	Australia	1350723
	Australia	1350724
CHARLIE BANANA	Brazil	830786171
CHARLIE BANANA	Brazil	830786180
CHARLIE BANANA	Brazil	830786198
CHARLIE BANANA	Brazil	830786201
	Brazil	830787038
	Brazil	830787046
	Brazil	830787054
	Brazil	830787062
Charlie Banana	Canada	1464646
Charlie Banana	China	7948983
Charlie Banana	China	7948984
 CHARLIE BANANA	China	8000159
 CHARLIE BANANA	China	8000160
 CHARLIE BANANA	China	8000161
Charlie Banana	Europe	008780074

CHARLIE BANANA	Europe	018085415
Charlie Banana	Hong Kong	304863501
 CHARLIE BANANA	Hong Kong	301520207
CHARLIE BANANA	India	2138939
CHARLIE BANANA	Japan	5469834
	Japan	5469835
CHARLIE BANANA	Malaysia	2010017553
CHARLIE BANANA	Malaysia	2010017554
CHARLIE BANANA	Malaysia	2010017558
	Malaysia	2010017555
	Malaysia	2010017556
	Malaysia	2010017557
CHARLIE BANANA	Mexico	1213760
CHARLIE BANANA	New Zealand	821017
	New Zealand	821018
Charlie Banana	Russia	2019711643
 CHARLIE BANANA	South Korea	40-2012-39460
Charlie Banana	Singapore	40201402205S
	Singapore	40201402206V
Charlie Banana	Taiwan	108020919
Charlie Banana	Turkey	2014/03215

	Turkey	2014/03216
CHARLIE BANANA	United States	3,889,175
CHARLIE BANANA	United States	3,994,441
 CHARLIE BANANA	United States	3,881,487
Charlie Banana	Vietnam	4-2019-11828

Part II Patents

<u>Title of Patent</u>	<u>Country</u>	<u>Patent Registration No./ Application No.</u>
Diaper Sheath	Australia	2011218650
Diaper Sheath	Canada	2,751,284
A diaper sheath	China	201010114228.5
A diaper sheath	China	201020119135.7
A diaper sheath	China	201020587946.X
Diaper sheath	China	201110286417.5
A diaper sheath	EPO, Europe	PCT/EP2010/001389
A diaper sheath	EPO, Europe	WO 2011/103888
Diaper Sheath	EPO, Europe	PCT/EP2011/064882
Diaper Sheath	New Zealand	594924
Diaper Sheath	United States	12/723,036
Diaper Sheath	United States	13/157,190