

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Zealand Dairy Board		12/22/2020	Corporation: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	New Zealand Milk Brands Limited		
Street Address:	109 Fanshawe Street		
City:	Auckland		
State/Country:	NEW ZEALAND		
Postal Code:	1010		
Entity Type:	Corporation: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3909960	EGMONT	
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:	3103218187		
Email:	mail@seiterlegalstudio.com		
Correspondent Name:	Robyn Morris		
Address Line 1:	2450 Colorado Ave., Suite 100E		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
DOMESTIC REPRESENTATIVE			
Name:	Robyn Morris		
Address Line 1:	2450 Colorado Ave., Suite 100E		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	Robyn Morris		
SIGNATURE:	/rm/		
DATE SIGNED:	01/07/2021		
Total Attachments: 4			
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OP \$40.00 3909960

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NEW ZEALAND DAIRY BOARD

NEW ZEALAND MILK BRANDS LIMITED

DEED OF ASSIGNMENT OF TRADE MARK RIGHTS

AZ
DV
ALL
TRADEMARK
REEL: 007157 FRAME: 0207

PARTIES

NEW ZEALAND DAIRY BOARD, a New Zealand company of 109 Fanshawe Street, Auckland Central, Auckland 1010, New Zealand (formerly of 9 Princes Street Auckland, New Zealand) (**Assignor**)

NEW ZEALAND MILK BRANDS LIMITED, a New Zealand company of 109 Fanshawe Street, Auckland 1010, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignor is the owner of the Trade Mark.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Mark Rights on the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

In this deed, including the Introduction, the following words will have the following meanings:

Copyright means any and all copyright, and all rights in the nature of copyright, in the Trade Mark in all forms of stylisation in which the Trade Mark has been used;

Effective Date means the date on which this deed has been signed by both parties;

Goodwill means the goodwill symbolised by and associated with the Trade Mark, including the whole of the goodwill arising from the use of the Trade Mark, but not the whole of the goodwill of the business of the Assignor;

Trade Mark Rights means the Trade Mark, Copyright and Goodwill; and

Trade Mark means the trade mark, and any registrations or applications for the trade mark set out in the Schedule.

2. ASSIGNMENT


- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns to the Assignee from the Effective Date absolutely all of its rights, title and interest in and to the Trade Mark Rights, including without limitation any and all rights under common law and any and all unregistered rights in and to the Trade Mark
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

3. GENERAL

- 3.1 **Further actions:** If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:
- (a) record this assignment on any trade marks register anywhere in the world;
 - (b) prosecute, maintain, renew, enforce and defend the Trade Mark Rights; or
 - (c) otherwise carry out the purposes and intent of this deed.
- 3.2 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 3.3 **Counterparts:** This deed may be executed in any number of counterparts (including facsimile copies or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument. A party may enter into this deed by executing any counterpart.
- 3.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed

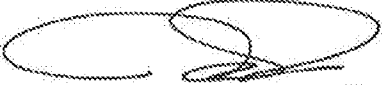
SIGNED AS A DEED

SIGNED on behalf of NEW ZEALAND DAIRY BOARD by:


Signature of Andrew John Cordner
Authorised Signatory

Date 22/12/2020

WITNESS

Signature: 

Name: DAMON BUTLER

Address: AUCKLAND


Occupation: SOLICITOR

SIGNED on behalf of NEW ZEALAND MILK BRANDS LIMITED by:


Signature of Mary Elizabeth Lane
Authorised Signatory

Date 21.12.20

WITNESS

Signature: 

Name: DAMON BUTLER

Address: AUCKLAND

Occupation: SOLICITOR

SCHEDULE

Trade Mark:

EGMONT

Registration

Country	Number	Trade Mark	Class	Status
United States	3909960	EGMONT	29	Registered

Handwritten: 10/20/21
10/20/21
10/20/21