

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apollo Motorhome Holidays Pty Ltd		11/30/2022	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Star RV Australia Fleet Pty Limited		
Street Address:	771 Kingsford Smith Drive		
City:	Eagle Farm, Queensland		
State/Country:	AUSTRALIA		
Postal Code:	4009		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88132987	STARRV	
Serial Number:	88132968	STAR RV	
CORRESPONDENCE DATA			
Fax Number:	2062172201		
<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:	206-217-2200		
Email:	trademarks@aeonlaw.com		
Correspondent Name:	Yan Song		
Address Line 1:	1718 E. Olive Way		
Address Line 4:	Seattle, WASHINGTON 98102		
ATTORNEY DOCKET NUMBER:	JOLO-2021011t		
NAME OF SUBMITTER:	Yan Song		
SIGNATURE:	/Yan Song/		
DATE SIGNED:	12/07/2022		
Total Attachments: 6			
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Deed of Assignment of Star RV Intellectual Property Rights

Apollo Motorhome Holidays Pty Limited

Star RV Australia Fleet Pty Limited



Deed dated 30 November 2022

Parties

1. **Apollo Motorhome Holidays Pty Limited**, ACN 051 584 153 (**Assignor**)
2. **Star RV Australia Fleet Pty Limited**, ACN 661 766 696 (**Assignee**)

Background

- A The Assignor and Assignee are parties to the Sale and Purchase Agreement.
- B Pursuant to the Sale and Purchase Agreement, the Assignor is required to deliver at Completion duly executed assignments and transfers of the Star RV Intellectual Property Rights (in registrable form if required to record a change of ownership) that the Assignee reasonably requires.
- C Accordingly, to partially effect the requirements under the Sale and Purchase Agreement, the Assignor has agreed to assign, and the Assignee has agreed to accept an assignment of, the Star RV Intellectual Property Rights on the terms and conditions of this Deed.

Terms

1. Definitions and Interpretation

- 1.1 **Definitions:** Capitalised terms used but not otherwise defined in this Deed have the meaning given to them in the Sale and Purchase Agreement. In this Deed the following terms have the meanings specified:

Domain Names	www.starrv.com, www.starrv.com.au, www.starrv.co.nz.
Sale and Purchase Agreement	the Sale and Purchase Agreement dated 22 September 2022 between the Assignor (as <i>AU Vendor</i>), Apollo Motorhome Holidays Limited (as <i>NZ Vendor</i>), Tourism Holdings Limited and THL Group (Australia) Pty Ltd (as <i>Covenantors</i>), Star RV New Zealand Fleet Limited (as <i>NZ Purchaser</i>), the Assignee (as <i>AU Purchaser</i>) and Jucy Group (2022) Limited (as <i>Guarantor</i>).
Star RV Intellectual Property Rights	all Intellectual Property Rights owned by the Apollo Group in respect of the "Star RV" brand, including (without limitation): <ol style="list-style-type: none"> (a) the Trade Marks; and (b) the Domain Names.
Trade Marks	the Star RV registered trade marks specified in the Schedule to this Deed.

- 1.2 **Interpretation.** In the interpretation of this Deed, unless the context otherwise requires:

- 1.2.1 headings are for convenience only and do not affect interpretation;
- 1.2.2 this Deed includes the Schedule, as amended from time to time in accordance with this Deed;
- 1.2.3 a reference to conduct includes any omission and any statement or undertaking, whether or not in writing;

1.2.4 “including” and similar expressions are not words of limitation; and

1.2.5 this document or any part of it is not to be construed against a party because that party drafted or proposed it.

1. Assignment

1.1 With effect on and from Completion, the Assignor hereby unconditionally, irrevocably and absolutely assigns to the Assignee and the Assignee accepts all of the Assignor’s rights, title, benefit and interest in the Star RV Intellectual Property Rights, including all goodwill, common law and other rights connected with the Star RV Intellectual Property Rights (or any of them) and all rights of action in respect of any of these things, the right to seek and recover damages and seek other remedies against third parties including without limitation for copyright infringement or any other action in relation to these things (whether or not such infringement or event took place prior to the date of this Deed) and the right (if any) to be recorded as the applicant to register and registered proprietor of the Star RV Intellectual Property Rights (or any of it).

2. Further assurances

2.1 The Assignor must, immediately on request of the Assignee, execute all documents, deliver all materials and do all other things necessary or convenient to:

2.1.1 enable the Assignee to apply for and obtain registration as the registered owner of the Trade Marks and the Domain Names; and

2.1.2 otherwise secure the benefit of the rights assigned to the Assignee under this Deed.

3. Non-merger

3.1 The rights and obligations of the parties:

3.1.1 under this Deed do not merge on completion of any transaction or execution of any documents contemplated by this Deed or Completion under the Sale and Purchase Agreement; and

3.1.2 under the Sale and Purchase Agreement do not merge on execution of this Deed.

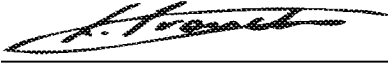
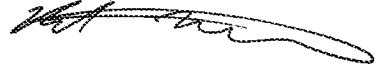
4. Governing law

4.1 This Deed is governed by and is to be construed in accordance with the laws of New Zealand. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.

5. Counterparts

5.1 This Deed may be executed in any number of counterpart copies (including by electronic transmission). All executed counterparts constitute one document. The parties agree for the purposes of Part 4 of the Contract and Commercial Law Act 2017 to be bound by any agreement reached through electronic means.

Executed by the parties

SIGNED by Apollo Motorhome Holidays Pty Limited (ACN 051 584 153) as Assignor by two of its directors:			
Signature:		Name:	Luke Trouchet
	Director		
Signature:		Name:	Karl Trouchet
	Director		






SIGNED by Star RV Australia Fleet Pty Limited (ACN 661 766 696) as Assignee by two of its directors:			
Signature:	_____	Name:	_____
	Director		
Signature:	_____	Name:	_____
	Director		

Executed by the parties

SIGNED by Apollo Motorhome Holidays Pty Limited (ACN 051 584 153) as Assignor by two of its directors:			
Signature:	_____	Name:	_____
	Director		
Signature:	_____	Name:	_____
	Director		

SIGNED by Star RV Australia Fleet Pty Limited (ACN 661 766 696) as Assignee by two of its directors:			
Signature:	<u>Daniel Alpe</u>	Name:	Daniel Alpe
	Director		
Signature:	<u>Brendan McKenna</u>	Name:	Brendan McKenna
	Director		

SCHEDULE
Trade Marks

ORIGIN	TRADE MARK NUMBER	APPLICATION DATE	MAINTENANCE	RENEWAL DUE	CLASSES	IMAGE
Australia	1473762	09/02/2012		09/02/2032	12, 35, 37, 39	
New Zealand	1044552	09/06/2016		09/06/2026	12, 35, 37, 39	
Australia	1842090	03/05/2017		03/05/2027	12, 35, 37, 39	
New Zealand	1066232	08/05/2017		03/05/2027	12, 35, 37, 39	
United States of America	88132987	26/09/2018	Section 8 24/11/2026	24/11/2030	39	
United States of America	88132968	26/09/2018	Section 8 24/11/2026	24/11/2030	39	