

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845825

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Confirmatory Assignment		
RESUBMIT DOCUMENT ID:	900805271		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best of the Bone (Australia) Pty Ltd		08/11/2023	Corporation: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Best of the Bone Group Pty Ltd		
Street Address:	PO Box 90		
City:	Peregian Beach QLD		
State/Country:	AUSTRALIA		
Postal Code:	4573		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88771160	BEST OF THE BONE	
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:	2032939140		
Email:	trademark@ruggieroip.com		
Correspondent Name:	Jeffrey J. Scepanski		
Address Line 1:	Ruggiero McAllister & McMahon LLC		
Address Line 2:	One Landmark Square, 18th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	653T.0093UST1		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey J. Scepanski		
Address Line 1:	Ruggiero McAllister & McMahon LLC		
Address Line 2:	One Landmark Square, 18th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Jeffrey J. Scepanski		

SIGNATURE:	/Jeffrey J. Scepanski/
DATE SIGNED:	10/13/2023
Total Attachments: 4 source=BOTB TM Assignment#page1.tif source=BOTB TM Assignment#page2.tif source=BOTB TM Assignment#page3.tif source=BOTB TM Assignment#page4.tif	



phillips ormonde fitzpatrick
intellectual property

Confirmatory Assignment

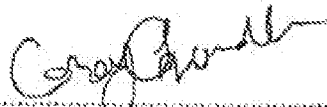
Phillips Ormonde Fitzpatrick
ABN 91 823 913 064
Level 16
333 Collins Street
Melbourne 3000
www.pof.com.au

EXECUTED for and on behalf of Best of the Bone
(Australia) Pty Ltd

by Corey Chandler (Name)
(Director/Secretary/Sole Director and Secretary)*

by _____ (Name)
(Director)

*(Delete non-applicable options)



(Signature)

(Signature)

11-AUGUST 2023

(Date)

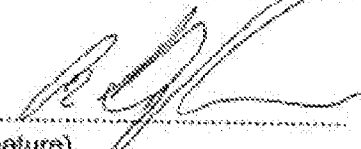
(Date)

EXECUTED for and on behalf of Best of the Bone
Group Pty Ltd

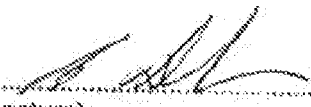
by ARIBUS DOUGLASS (Name)
(Director/Secretary/Sole Director and Secretary)*

by ANDREW DOUGLASS (Name)
(Director)

*(Delete non-applicable options)



(Signature)



(Signature)

11 August 2023

(Date)

11/08/2023

(Date)

ARTICLE I. CONFIRMATORY ASSIGNMENT

THIS ASSIGNMENT IS MADE the *17th* day of *AUGUST* 2023

BETWEEN **BEST OF THE BONE (AUSTRALIA) PTY LTD** of 5 Russa Ct, Nerang, QLD, 4211, AUSTRALIA (the Assignor)

AND **BEST OF THE BONE GROUP PTY LTD** of PO Box 90, Peregian Beach, QLD, 4573 (the Assignee)

RECITALS

- A. The Assignor is the registered owner of the registered trade marks set out in the Schedule (the Trade Marks).
- B. Pursuant to an Assignment agreement dated 1 August 2023 the Assignor agreed, for valuable consideration, receipt of which is acknowledged by the Assignor, to assign the Trade Marks to the Assignee with effect from 1 August 2023. If the Assignor possessed any rights in relation to the Trade Marks after that date, the Assignor held those rights on trust for the Assignee.

1. ASSIGNMENT

- 1.1 The Assignor acknowledges the Assignee's exclusive title to and rights in relation to the Trade Marks from 1 August 2023
- 1.2 For the avoidance of doubt, the Assignor assigns absolutely to the Assignee the whole of its title to and rights in relation to the Trade Marks, together with all goodwill associated with the Trade Marks, free of any Encumbrance.
- 1.3 The acknowledgement in clause 1.1 and the assignment effected by clause 1.2 include the Assignor's right to bring legal proceedings and to obtain remedies in respect of any infringement of the Trade Marks which occurs before or after the date of this Assignment.
- 1.4 The Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Assignment (including the execution of any documents). The Assignor irrevocably appoints each of the directors of the Assignee from time to time severally (or the Assignee, if the Assignee is an individual) as the Assignor's attorney to do all acts and execute all documents which the Assignor is obliged to do or execute by this clause.
- 1.5 In this Assignment Encumbrance includes a licence, trust, charge, mortgage, option to license or purchase, and any right or interest granted to secure any debt, obligation or liability, including a security interest under the *Personal Property Securities Act*.

2. GENERAL

- 2.1 In this Assignment, unless the context does not permit it:
 - (a) a reference to the singular includes the plural and vice versa;

- (b) a reference to any gender includes all other genders; and
 - (c) any form of the word "include" does not imply any limitation.
- 2.2 This Assignment (and the validity and enforceability of this Assignment) is governed by and to be interpreted in accordance with the law of the State of Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria and the federal courts of the Commonwealth of Australia.
 - 2.3 This Assignment may be signed in multiple copies, each of which shall be deemed to be an original.
 - 2.4 This Assignment may be signed in counterparts. If this Assignment is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Assignment executed by it to the other party, but failure to do so will not affect the enforceability of this Assignment.
 - 2.5 The rights and obligations of the parties under this Assignment do not merge on completion of any transaction contemplated by this Assignment.

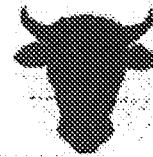
3. AUTHORITY TO EXECUTE

- 3.1 Each of the parties warrants its power to enter into this Assignment.
- 3.2 Any individual executing this Assignment on behalf of a party warrants that he or she has been fully empowered to execute this Assignment and that all necessary action to authorize execution of this Assignment has been taken.

SCHEDULE

The Trade Mark Applications

Country	Number	Mark
Australia	2337154	



BEST OF THE BONE

The Trade Marks

Country	Number	Mark
United States of America	88771160	BEST OF THE BONE