

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM846556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Natural High Co Pty Ltd		08/02/2023	proprietary limited company (p/l or pty. ltd.): AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Go Natural Australia Pty Ltd		
<b>Street Address:</b>	18 Jubilee Avenue		
<b>City:</b>	Warriewood NSW		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2102		
<b>Entity Type:</b>	proprietary limited company (p/l or pty. ltd.): AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6897933	BOUNCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028611783		
<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>			
<b>Phone:</b>	202-861-1500		
<b>Email:</b>	bhipdocket@bakerlaw.com		
<b>Correspondent Name:</b>	Mark H. Tidman		
<b>Address Line 1:</b>	1050 Connecticut Ave, NW		
<b>Address Line 2:</b>	Washington Square, Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	075954.020003		
<b>NAME OF SUBMITTER:</b>	Mark H. Tidman		
<b>SIGNATURE:</b>	/Mark H.Tidman/		
<b>DATE SIGNED:</b>	10/17/2023		
<b>Total Attachments: 21</b>			
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Deed of Trade Mark Assignment

Natural High Co Pty Ltd (Administrators Appointed)

and

John Edgar McInerney and Philip Campbell-Wilson in their  
capacity as Joint and Several Administrators of  
Natural High Co Pty Ltd (Administrators Appointed)

and

Go Natural Australia Pty Ltd

Ref.:RAG:PNP:1189320

Doc ID 1095508253/v4

Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 Australia  
GPO Box 5408, Sydney NSW 2001 Australia

Telephone +61 2 9334 8555

Facsimile 1300 369 656 (Australia) +61 2 8507 6584 (International)

**TRADEMARK**  
**REEL: 008230 FRAME: 0255**

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# Deed of Trade Mark Assignment

Date 2 August 2023

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**Parties** **Natural High Co Pty Ltd (Administrators Appointed) ACN 108 135 888**  
of c/- Grant Thornton Australia Limited, Level 17, 383 Kent Street,  
Sydney NSW 2000  
**(Assignor)**

---

**John Edgar McInerney and Philip Campbell-Wilson in their capacity  
as Joint and Several Administrators of Natural High Co Pty Ltd  
(Administrators Appointed) ACN 108 135 888**  
of c/- Grant Thornton Australia Limited, Level 17, 383 Kent Street,  
Sydney NSW 2000  
**(Administrators)**

---

**Go Natural Australia Pty Ltd ACN 007 295 052**  
of 18 Jubilee Avenue, Warriewood NSW 2102  
**(Assignee)**

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**Recitals**

- A. The Assignor is the owner of the Trade Marks.
- B. The parties have agreed that the Assignor will assign the Trade Marks to the Assignee on the terms and conditions set out in this deed.

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This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

## 1. Definitions and interpretation clauses

### 1.1 Definitions

In this deed:

**Administrators' Representatives** means the firms, partners, directors, employees, agents, advisers and consultants of the Administrators.

**Claim** means any claim, demand, legal proceeding or cause of action, however arising, including one that is based in contract or tort (including negligence), under common law, equity or statute, and whether involving a third party or a party to this deed or otherwise.

**Government Agency** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes any self-regulatory organisation established under statute or any stock exchange.

**Information** means any information, whether oral, graphic, electronic, written or in any other form, including:

- (a) forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development information, know how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings and data;
- (b) copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; and
- (c) samples or specimens (if any) disclosed either before or after execution of this deed.

**Intellectual Property** means any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights) in respect of the Trade Marks including (but not limited to) rights in respect of or in connection with:

- (a) any related confidential information, know-how or any right to have information kept confidential;
- (b) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (c) trade marks, service marks and other related marks; and
- (d) all associated goodwill,

whether or not existing at the date of this deed and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

<b>Law</b>	means:
	(a) any statutes, regulations, rules, laws, orders or by-laws of any Government Agency; or
	(b) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency.
<b>Loss</b>	includes any losses, liabilities, damages, costs, charges or expenses (including lawyers' fees and expenses on the solicitor/client basis), and fines and penalties, however arising and whether present or future, fixed or unascertained, actual or contingent, based in contract, tort or statute and whether involving a Third Party or a party to this deed or otherwise.
<b>Third Party</b>	means a person who is not a party to this deed.
<b>Trade Marks</b>	means the registered trade marks and pending trade mark application(s) (if any) listed in Schedule 1.

## 1.2 Interpretation

In this deed unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;



- (j) a reference to any legislation includes all delegated legislation made under it and includes all amendments, consolidations, replacements or re-enactments of any of them, from time to time;
- (k) a reference to an agreement other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
- (m) a provision of this deed may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this deed or the preparation or proposal of that provision;
- (n) a reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (p) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (q) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (r) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5:00 pm on that day, it is taken to have occurred or been done on the next day; and
- (s) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

## 2. Assignment

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### 2.1 Assignment

The Assignor hereby assigns to the Assignee:

- (a) the whole of the Assignor's right, title and interest in the Trade Marks; and
- (b) the related Intellectual Property,

with effect on and from the date of this deed.

## 2.2 Further actions

The Assignor must do any act or thing (including execute any document) that the Assignee may reasonably require of it to give full effect to the assignment in clause 2.1.

## 2.3 Filing, prosecution and maintenance

Following execution of this deed, the Assignee shall be solely responsible for filing, prosecution and maintenance of the Trade Marks and any related Intellectual Property in its sole discretion.

## 2.4 Right to take action

The assignment in clause 2.1 includes the right for the Assignee to take action and obtain relief (including to be paid all amounts recovered in any action whether by way of damages, account of profits or on any other basis) in relation to any infringement of the Trade Marks whether before, on or after the date of this deed.

## 3. Administrators' capacity and liability

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### 3.1 Administrators acting as agent

- (a) All references to the Administrators in this deed are references to the Administrators in their capacity as joint and several administrators of the Assignor.
- (b) The Assignee acknowledges and agrees that:
  - (i) the Assignee is contracting with the Assignor for the assignment of the Trade Marks and any related Intellectual Property under this deed and not the Administrators;
  - (ii) by entering into this deed, the Administrators are acting not in a personal capacity but as administrators of certain property of the Assignor and as agent of the Assignor; and
  - (iii) any Information provided in connection with this deed to the Assignee by the Administrators or the Administrators' Representatives is provided on behalf of the Assignor.
- (c) The parties acknowledge and agree that the Administrators, by entering into this deed on behalf of the Assignor, take the personal benefit of any provision, indemnity, guarantee, exclusion, release, acknowledgement or waiver given in favour of the Assignor.

### 3.2 No personal liability of Administrators

The parties agree that in connection with the negotiation, execution, performance and completion of this deed, the Administrators are acting as the agent of the Assignor (and no other entity) and to the maximum extent permitted by Law:

- (a) neither the Administrators nor the Administrators' Representatives are personally liable under:
  - (i) this deed;
  - (ii) the transactions contemplated by this deed;
  - (iii) any act, matter or thing arising out of or in connection with this deed;
  - (iv) in relation to any information, document or data provided in connection with this deed; or
  - (v) any other agreement, instrument or document entered into, under or in connection with this deed;
- (b) neither the Administrators nor the Administrators' Representatives undertake or assume any personal liability of any nature whatsoever (whether directly or indirectly), express or implied and howsoever arising, whether under this deed or otherwise;
- (c) the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Administrators or the Administrators' Representatives under or in connection with this deed or otherwise;
- (d) any Loss or Claim the Assignee may have resulting from a breach of an implied or express term of this deed or in connection with the Trade Marks must be made solely against the Assignor;
- (e) the Assignee releases the Administrators and the Administrators' Representatives from liability to the Assignee for any Loss or Claim on any ground in connection with this deed or the Trade Marks or under any other agreement, instrument or document entered into, under or in connection with this deed; and
- (f) each Administrator is entitled to enforce his or her rights under this deed independently of each other Administrator.

### 3.3 Survival

The parties agree that the provisions of this clause 2.4 survive any termination of this deed.

## 4. Costs and stamp duty

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### 4.1 Costs generally

Each party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this deed.

### 4.2 Stamp duty

The Assignee must pay any stamp duty payable on this deed or in connection with any of the transactions contemplated by this deed.

## 5. General

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### 5.1 Assignment

A party may not assign any of its rights under this deed, without the prior written consent of the other parties.

### 5.2 Variation

A variation of any term of this deed will be of no force or effect unless it is by way of deed and signed by each of the parties.

### 5.3 Waiver

- (a) A party may not rely on the words or conduct (including a delay in the exercise, a non-exercise or a partial exercise of a right) of any other party as a waiver of any right arising under or in connection with this deed (including a right to rely on this clause) unless the waiver is in writing and signed by the party granting the waiver.
- (b) In clause 5.3(a) the term 'waiver' is intended to include an election between rights and remedies as well as conduct which might otherwise give rise to an estoppel.
- (c) A waiver is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

### 5.4 Severance

If a provision in this deed is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this deed.

## 5.5 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed under the laws in force in New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

## 5.6 Further assurances

Each party must, at its own expense, do all things and execute all further documents necessary to give full effect to this deed and the transactions contemplated by it.

## 5.7 No reliance

Neither party has relied on any statement by the other party which has not been expressly included in this deed.

## 5.8 Entire agreement

This deed states all of the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

## 5.9 Counterparts

- (a) This deed may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.
- (b) A party that has executed a counterpart of this deed may exchange that counterpart with another party by emailing it to the other party or the other party's legal representative and it is intended that such exchange is to take effect as delivery of this deed.

## 5.10 Relationship of parties

- (a) The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.
- (b) Nothing in this deed gives a party authority to bind any other party in any way.

## 5.11 Exercise of rights

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising

any other right, power, authority, discretion or remedy, under or in connection with this deed.

- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

#### 5.12 Remedies cumulative

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

Schedule 1 Trade Marks

No.	Trade Mark	Trade Mark No.	Designation Country	Registered Owner	Class(es) & Kind	Filing date	Status	Expiry Date
1.	Bounce	981044	Australia	Natural High Co Pty Ltd	Class: 30 Kind: Word	5 December 2003	Registered	5 December 2023
2.	BOUNCE	1523879	Australia	Natural High Co Pty Ltd	Classes: 29, 30 Kind: Word	2 November 2012	Registered	2 November 2032
3.	BOUNCE	1571735	Australia	Natural High Co Pty Ltd	Class: 29 Kind: Word	14 August 1997	Registered	14 August 2027
4.	RULE NO. 6	1756634	Australia	Natural High Co Pty Ltd	Class: 25 Kind: Word	3 March 2016	Registered	3 March 2026

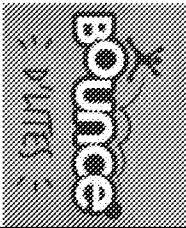
Deed of Trade Mark Assignment

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No.	Trade Mark	Trade Mark No.	Designation Country	Registered Owner	Classes) & Kind	Filing date	Status	Expiry Date
5.		1917681	Australia	Natural High Co Ply Ltd	Classes: 29, 30 Kind: Figurative	4 April 2018	Registered	4 April 2028
6.	BOUNCE	840054521	Brazil	Natural High Co Ply Ltd	Class: 29 Kind: Word	13 March 2012	Registered	Unknown.
7.	BOUNCE	6897933	USA	Natural High Co Ply Ltd	Classes: 5, 29, 30 Kind: Word	15 November 2022	Registered	Unknown
8.	BOUNCE	1275465	India, Japan, New Zealand	Natural High Co Ply Ltd	Classes: 29, 30 Kind: Figurative	2 October 2015	Registered	2 October 2025



No.	Trade Mark	Trade Mark No.	Designation Country	Registered Owner	Classes/ & Kind	Filing date	Status	Expiry Date
9.	BOUNCE	1032618	New Zealand	Natural High Co Ply Ltd	Classes: 29, 30 Kind: Word	2 October 2015	Registered	2 October 2025
10.	BE ON IT	2317545	Australia	Natural High Co Ply Ltd	Class: 30 Kind: Word	25 November 2022	Pending (Under examination) Acceptance date: 27 May 2024	N/A
11.	LOAD UP	2317546	Australia	Natural High Co Ply Ltd	Class: 30 Kind: Word	25 November 2022	Pending (under examination) Acceptance date: 27 May 2024	N/A
12.		1022387	Australia	Natural High Co Ply Ltd	Classes: 5, 30, 32 Kind: Figurative	27 September 2004	Removed - Not Renewed (Renewal fee not paid)	N/A


Deed of Trade Mark Assignment

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No.	Trade Mark	Trade Mark No.	Designation Country	Registered Owner	Class(es) & Kind	Filing date	Status	Expiry Date
13.		1370933	Australia	Natural High Co Ply Ltd	Classes: 29, 30 Kind: Figurative	7 July 2010	Removed - Not Renewed (Renewal fee not paid)	N/A
14.	BOING	1461459	Australia	Natural High Co Ply Ltd	Classes: 29, 30 Kind: Word	24 November 2011	Removed - Not Renewed (Renewal fee not paid)	N/A
15.	BUOYANCE	1461461	Australia	Natural High Co Ply Ltd	Class: 29 Kind: Word	24 November 2011	Removed - Not Renewed (Renewal fee not paid)	N/A
16.	BOING	1126333	European Union, USA	Natural High Co Ply Ltd	Classes: 29, 30 Kind: Word	22 May 2012	Expired (2 October 2013)	N/A

No.	Trade Mark	Trade Mark No.	Designation Country	Registered Owner	Class(es) & Kind	Filing date	Status	Expiry Date
17.	BUOYANCE	4472938	USA	Natural High Co Ply Ltd	Class: 29 Kind: Word	22 May 2012	Expired (22 May 2022)	N/A
18.	BUOYANCE	1126564	European Union, USA	Natural High Co Ply Ltd	Class: 29 Kind: Word	22 May 2012	Expired (22 May 2022)	N/A
19.	BUOYANCE	UK00801126564	UK	Natural High Co Ply Ltd	Class: 29 Kind: Word	22 May 2012	Expired (22 May 2022)	N/A
20.	BOING	1578879	Canada	Natural High Co Ply Ltd	Classes: 5, 29, 30, 32 Kind: Word	23 May 2012	Ended (Application removed)	N/A
21.	BUOYANCE	1578886	Canada	Natural High Co Ply Ltd	Classes: 5, 29, 30, 32 Kind: Word	23 May 2012	Expired (Interruption of proceeding)	N/A

Deed of Trade Mark Assignment

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No.	Trade Mark	Trade Mark No.	Designation Country	Registered Owner	Classes) & Kind	Filing date	Status	Expiry Date
22.	BOUNCE	4552179	USA	Natural High Co Ply Ltd	Classes: unknown Kind: Word	13 February 2012	Expired (22 January 2021)	N/A

Signing page

Executed as a deed

**Seller**

**Signed, sealed and delivered** for and  
behalf of **Natural High Co Pty Ltd**  
**(Administrators Appointed) ACN 108**  
**135 888** by **John Edgar McInerney** in his  
capacity as joint and several administrator  
in the presence of:



\_\_\_\_\_  
Signature of witness

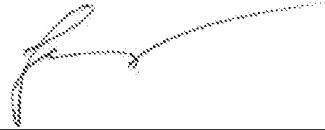
Lauren Nemeth

\_\_\_\_\_  
Full name of witness (print)

Level 17, 383 Kent Street Sydney NSW 2000

\_\_\_\_\_  
Address of witness (print)

The witness named above observed the  
signatory sign this document in real time  
over an audio-visual link, in accordance  
with section 14G of the *Electronic*  
*Transactions Act 2000* (NSW).



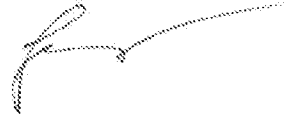
\_\_\_\_\_  
Signature of **John Edgar McInerney**

**Administrators**

**Signed, sealed and delivered by John Edgar McInerney** in his capacity as joint and several administrator of Natural High Co Pty Ltd (Administrators Appointed) ACN 108 135 888 in the presence of:



Signature of witness



Signature of **John Edgar McInerney**

Lauren Nemeth

Full name of witness (print)

Level 17, 383 Kent Street Sydney NSW 2000

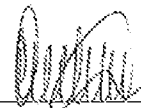
Address of witness (print)

The witness named above observed the signatory sign this document in real time over an audio-visual link, in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

**Signed, sealed and delivered by Philip Campbell-Wilson** in his capacity as joint and several administrator of Natural High Co Pty Ltd (Administrators Appointed) ACN 108 135 888 in the presence of:



Signature of witness



Signature

Lauren Nemeth

Full name of witness (print)


Level 17, 383 Kent Street Sydney NSW 2000

Address of witness (print)

The witness named above observed the signatory sign this document in real time over an audio-visual link, in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

**Assignee**

**Executed by Go Natural Australia Pty Ltd  
ACN 007 295 052** in accordance with  
section 127 of the *Corporations Act 2001*  
(Cth) by:

  
\_\_\_\_\_  
Signature of Director

ALYSE BERRIMAN  
\_\_\_\_\_  
Full name (print)

  
\_\_\_\_\_  
Signature of Director/Company Secretary

ANTHONY ROBERTSON  
\_\_\_\_\_  
Full name (print)