

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fruitcraft New Zealand Limited		07/19/2018	Company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Prevar Limited		
Street Address:	507 Eastbourne St. West		
City:	Hastings		
State/Country:	NEW ZEALAND		
Postal Code:	4122		
Entity Type:	Company: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4649015	DAZZLE	
CORRESPONDENCE DATA			
Fax Number:	5132414771		
<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:	(513) 352-6527		
Email:	dawn.schneider@thompsonhine.com		
Correspondent Name:	Louis K. Ebling, Thompson Hine LLP		
Address Line 1:	312 Walnut Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
DOMESTIC REPRESENTATIVE			
Name:	Louis K. Ebling, Thompson Hine LLP		
Address Line 1:	312 Walnut Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Louis K. Ebling		
SIGNATURE:	/Louis Ebling/		
DATE SIGNED:	10/17/2018		
Total Attachments: 5			
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Dated

14th July

2018

**DEED OF ASSIGNMENT OF TRADE
MARKS**

FRUITCRAFT NEW ZEALAND LIMITED

(the "Assignor")

and

PREVAR LIMITED

(the "Assignee")

TRADEMARK

REEL: 006459 FRAME: 0320

DEED OF ASSIGNMENT OF TRADE MARKS

This Deed is made on the *19th* day of *July* 2018

BETWEEN

FRUITCRAFT NEW ZEALAND LIMITED, a duly incorporated New Zealand Company (Company No. 5143842), with its registered office located at 2 Station Road, Whakatu, Hawkes Bay 4172, New Zealand (the "Assignor"); and,

PREVAR LIMITED, a duly incorporated New Zealand Company (Company No. 1555975), with its registered office located at 507 Eastbourne St West, Hastings, Hastings 4122, New Zealand (the "Assignee").

RECITALS

1. The Assignor is the registered owner and applicant of the trade mark registrations and trade mark applications listed in the attached schedule (the "Trade Marks").
2. Pursuant to the Exclusive Trade Mark Licence and Distribution Agreement dated 16 December 2016 (the "Agreement") between the Assignor and the Assignee, the Assignor has assigned all rights, title and interest in the Trade Marks to the Assignee.
3. The Assignor and the Assignee wish to record and witness the assignment of the Trade Marks from the Assignor to the Assignee and the parties have made this Deed accordingly.

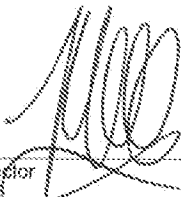
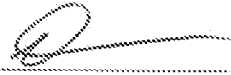
OPERATIVE PART

1. For good and valuable consideration of ten United States Dollar (USD10), the receipt and legal sufficiency of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee, its successors and assigns, absolutely, all of the Assignor's right, title and interest in and to the Trade Marks, including all statutory and common law rights attaching thereto, whether registered or unregistered, including goodwill and reputation, and all rights of action, powers and benefits of the same, including the right to sue or bring proceedings for past infringement and to retain any damages obtained as a result of such action to hold the above unto and to the Assignee absolutely, with effect from the date of this Deed.
2. The Assignor will sign all documents and do all things reasonably necessary to give effect to the intention of the parties as reflected in this Deed.

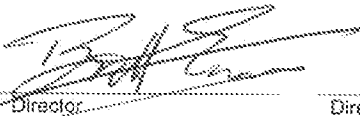
3. This Deed may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute the same instrument.
4. Without limiting any other mode of delivery, this Deed will be delivered by each of the parties to this Deed on the earlier of:
 - a. physical delivery of an original of this Deed, executed by that party, into the custody of the other party or its solicitors;
 - b. transmission by that party, its solicitors or any other person authorised in writing by that party of a facsimile, photocopied or scanned copy of an original of this Deed, executed by that party, to the other party or its solicitors.
5. 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.
6. This Deed is governed by the laws of New Zealand. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New Zealand.

EXECUTION

EXECUTED as a DEED for and on behalf)
 of FRUITCRAFT NEW ZEALAND)
 LIMITED

 Director	 Director
John Bostock	Peter Van Wieren

EXECUTED as a DEED for and on behalf)
 of PREVAR LIMITED)

 Director	Director
Chief Executive	

SCHEDULE

Trade Marks

1. Trade mark registrations

Jurisdiction	Trade mark registration no.	Trade mark	Class	Registration date
European Union	011928579	DAZZLE	31	25-JUN-2013
New Zealand	972207	DAZZLE	31	04-FEB-2013
Singapore	402016209160	DAZZLE	31	08-DEC-2016
United States	4649015	DAZZLE	31	02-DEC-2014

2. Trade mark applications

Jurisdiction	Trade mark application no.	Trade mark	Class	Filing date
Canada	1812879	DAZZLE	31	06-DEC-2016
	1812880	RED DAZZLE	31	08-DEC-2016
China	21806777	DAZZLE	31	07-NOV-2016
	21806776	丹烁	31	07-NOV-2016
	21806775	RED DAZZLE	31	07-NOV-2016
Hong Kong	303984850	DAZZLE	31	06-DEC-2016
India	3429012	DAZZLE	31	07-DEC-2016
	3429013	RED DAZZLE	31	07-DEC-2016
Indonesia	D002016062693	DAZZLE	31	19-DEC-2016
	D002016062694	RED DAZZLE	31	19-DEC-2016
Malaysia	2016073035	DAZZLE	31	06-DEC-2016
Taiwan	105073735	DAZZLE	31	08-DEC-2016
Thailand	160118037	DAZZLE	31	09-DEC-2016
UAE	271005	DAZZLE	31	05-APR-2017

The Board of Prevar Limited ("the Company") delegates power to Dr Brett Ennis, the Chief Executive Officer of the Company, to sign documents on behalf of the Company and its Directors relating to the assignment and recordal of assignment of the DAZZLE trade mark to the Company. The power extends to the execution of the following documents:

- deeds of assignment;
- powers of attorney;
- copies of certificates of incorporation of the Company;
- statements of use; and
- application forms for assignment

This delegation of power is for the specific purpose of assigning and recording the assignment of the DAZZLE trade mark from Fruitcraft New Zealand Limited to the Company in Canada, European Union, New Zealand, Singapore, Taiwan, United States of America, China, Hong Kong, India, Indonesia, Malaysia, Thailand and the United Arab Emirates.

This delegation of power is made in accordance with clause 15.3 of the Constitution of Prevar Limited.

Yours faithfully

Signature: 

Name: James McLean

Position: Chairperson of the Board of Prevar Limited

Date: 29/6/18