

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623248

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900585443		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vitaco Health IP Pty Limited		07/23/2020	Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aroma (N.Z.) Limited		
<b>Street Address:</b>	12 Senior Pl.		
<b>City:</b>	Bromley, Christchurch		
<b>State/Country:</b>	NEW ZEALAND		
<b>Postal Code:</b>	8062		
<b>Entity Type:</b>	Company: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3827177	BIOLANE ACTIVE GLME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023935350		
<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>	202-638-6666		
<b>Email:</b>	trademark@jhip.com, rpierce@jhip.com		
<b>Correspondent Name:</b>	John C. Holman		
<b>Address Line 1:</b>	Jacobson Holman PLLC		
<b>Address Line 2:</b>	400 7th St., NW, Ste. 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	T40330US0		
<b>NAME OF SUBMITTER:</b>	Robert S. Pierce		
<b>SIGNATURE:</b>	/Robert S. Pierce/		
<b>DATE SIGNED:</b>	01/29/2021		
<b>Total Attachments: 6</b>			
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source=Vitaco-Aroma deed of assignment of trade marks fully signed (00000002)#page2.tif			
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**VITACO HEALTH IP PTY LIMITED (ACN 607 496 542)**

**AROMA (N.Z.) LIMITED (Company number 126871)**

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**DEED OF ASSIGNMENT OF TRADE MARK RIGHTS**

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## PARTIES

Vitaco Health IP Pty Limited (ACN 607 496 542) a company of Level 3, 68 Waterloo Road, North Ryde, NSW 2113, Australia, previously of Level 1, 82 Waterloo Road, North Ryde, NSW 2113, Australia (**Assignor**)

and

Aroma (N.Z.) Limited (company number 126871), a New Zealand company of Cope Shearing Limited, 68 Mandeville Street, Christchurch, New Zealand (**Assignee**)

## INTRODUCTION

- A. The Assignor is the owner of the Trade Marks.
- B. Under a Sale and Purchase Agreement dated 24 June 2020 between the Assignor and the Assignee (**Agreement**), the Assignor agreed to sell all of its rights, title and interest in the Trade Marks to the Assignee.
- C. In accordance with the terms of the Agreement, the Assignor has agreed to transfer and 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

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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 Marks in all forms of stylisation in which the Trade Marks have 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 Marks, including the whole of the goodwill arising from the use of the Trade Marks, but not the whole of the goodwill of the business of the Assignor;

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

**Trade Marks** means the trade marks, and any registrations or applications for the trade marks set out in the Schedule.

### 2. ASSIGNMENT

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- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, and the rights and obligations of the Parties under the Agreement, 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

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JH  
CDK

all rights under common law and any and all unregistered rights in and to the Trade Marks

- 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

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- 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:**

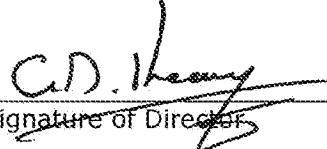
- (a) This deed may be executed in any number of counterparts (including facsimile copies or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

- 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

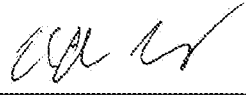
*Handwritten signatures and initials:*  
AW  
R  
COZ

**SIGNED AS A DEED**

**SIGNED** on behalf of  
**VITACO HEALTH IP PTY LIMITED** by:

  
Signature of Director


**CRAIG KEARNEY**  
Name of Director

  
Signature of Director

**Kenneth Wong**  
Name of Director

**8 July 2020**  
Date

**SIGNED** on behalf of  
**AROMA (N.Z.) LIMITED** by:

  
Signature of Director

**Ben G Winters 23-07-20**  
Name of Director

  
Signature of Director






**Ben G. WINTERS.**  
Name of Director

**23/07/2020**  
Date







**SCHEDULE**

**Trade Marks:**

**Registrations**

Country	Number	Trade Mark	Class(es)	Status	Next renewal date
Australia	853472		05	Registered	13 Oct 2020
Australia	2000542	SEATONE	05	Registered	3 Apr 2029
Brazil	828.176.957	BIOLANE	05	Registered	11 May 2030
Canada	222844	SEATONE	05	Registered	2 Sep 2022
Chile	895469	SEATONE	05	Registered	30 Aug 2020
Chile	897.880		05	Registered	23 Sep 2020
China	15898110		05	Registered	20 Feb 2027
European Union Intellectual Property Office	008399099	SEATONE	05	Registered	1 Jul 2029
European Union Intellectual Property Office	1933647		05	Registered	25 Oct 2020
India	1835831		05	Registered	2 Jul 2029
Malaysia	2010009919		05	Registered	4 Jun 2030
Mexico	408883	SEATONE	29	Registered	28 May 2021
New Zealand	753714	BIOLANE	05	Registered	22 Aug 2026
New Zealand	107846	SEATONE	29	Registered	8 Apr 2029
New Zealand	107845	SEATONE	05	Registered	8 Apr 2029

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Country	Number	Trade Mark	Class(es)	Status	Next renewal date
New Zealand	625512		05	Registered	5 Sep 2027
Norway	252739		05	Registered	30 Sep 2029
Republic of Korea	519330		05	Registered	3 May 2022
Singapore	T8101656Z	SEATONE	29	Registered	11 Apr 2022
Singapore	T1007120G		05	Registered	4 Jun 2030
Spain	958591	SEATONE	29	Registered	11 Nov 2020
Taiwan	1177024		05	Registered	15 Oct 2025
United States of America	3827177		05	Registered	3 Aug 2020

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