

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684981

<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>
Milkadamia International Holding Pty Ltd		10/28/2021	Proprietary Limited Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jindilli International Holdings Pty Ltd		
<b>Street Address:</b>	6/3 Central Avenue		
<b>City:</b>	Thornleigh NSW		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2120		
<b>Entity Type:</b>	Proprietary Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4128170	MAC NUT OIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5125364598		
<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>	214-855-8000		
<b>Email:</b>	aoidocket@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Linda Merritt		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dalls, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Stephanie Schmidt		
<b>SIGNATURE:</b>	/Stephanie Schmidt/		
<b>DATE SIGNED:</b>	11/01/2021		
<b>Total Attachments: 2</b>			
source=MIH to JIH Conf Assignment 28Oct2021#page1.tif			
source=MIH to JIH Conf Assignment 28Oct2021#page2.tif			

OP \$40.00 4128170

# Confirmatory deed of assignment

Deed dated 28<sup>th</sup> October 2021

**Parties**      **Milkadamia International Holdings Pty Ltd** ABN 55 637 197 507  
of 6/3 Central Avenue, Thornleigh NSW 2120

(Assignor)

**Jindilli International Holdings Pty Ltd** ABN 84 637 197 632  
of 6/3 Central Avenue, Thornleigh NSW 2120

(Assignee)

## Introduction

- A      The Assignor is the owner of the Trade Mark.
- B      The parties are party to the Deed of Assignment of Intellectual Property.
- C      The parties wish to enter into this Deed to confirm the ownership of, and to the extent necessary, effect the assignment by the Assignor to the Assignee of all rights embodied, subsisting, arising or to arise in the Trade Mark.

## It is agreed

### 1      Definitions and interpretation

#### 1.1    Definitions

In this Deed:

- (1)      **Deed** means this document, including any schedule or annexure to it;
- (2)      **Effective Date** means 22 October 2021;
- (3)      **Deed of Assignment of Intellectual Property** means the deed between the Assignor and the Assignee entitled 'Assignment of Intellectual Property' with an effective date of 22 October 2021; and
- (4)      **Trade Mark** means United States of America trade mark registration no. 4128170 MAC NUT OIL logo in class 29.

### 2      Assignment and transfer

- 2.1      The Assignor confirms the assignment to the Assignee of all its rights, title and interest in the Trade Mark, together with the goodwill of the business symbolised by the Trade Mark, with effect on and from the Effective Date.
- 2.2      The assignment includes the right to take action and recover damages and/or an account of profits against third parties for:
  - (1)      Infringement of the Trade Mark; or

(2) Passing off or misleading and deceptive conduct in relation to the Trade Mark, whether or not such infringement or conduct took place before the Effective Date.

**3 Variation**

3.1 The agreement recorded in this Deed cannot be varied or amended unless the variation or amendment is in writing and signed by the parties.

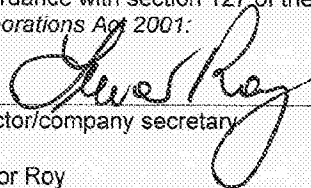
**4 Governing law and jurisdiction**

4.1 This Deed is governed by the law in force in New South Wales, Australia.

4.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.


**Executed as a deed and delivered on the date shown on the first page.**

Executed by **Milkadamia International Holdings Pty Ltd** ABN 55 637 197 507 in accordance with section 127 of the *Corporations Act 2001*:

  
\_\_\_\_\_  
Director/company secretary

Trevor Roy

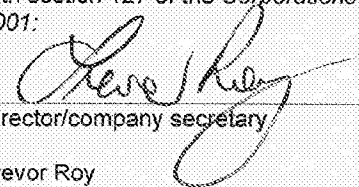
\_\_\_\_\_  
Name of director/company secretary  
(BLOCK LETTERS)

  
\_\_\_\_\_  
Director

Gaetano Basile

\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)

Executed by **Jindilli International Holdings Pty Ltd** ABN 84 637 197 632 in accordance with section 127 of the *Corporations Act 2001*:

  
\_\_\_\_\_  
Director/company secretary

Trevor Roy

\_\_\_\_\_  
Name of director/company secretary  
(BLOCK LETTERS)

  
\_\_\_\_\_  
Director

Gaetano Basile

\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)