

01/21/2011



103616096

To the Director of the U. S. Patent and Trademark Office

documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Phil and Teds Most Excellent Buggy Company Limited

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State \_\_\_\_\_  
 Other Company

Citizenship (see guidelines) New Zealand

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name Mokopuna Merino Limited

Internal Address \_\_\_\_\_

Street Address' 102-111 Daniell Street

City Newtown, Wellington

State \_\_\_\_\_

Country New Zealand Zip \_\_\_\_\_

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other Company      Citizenship New Zealand

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) December 23, 2010

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 3,474,612

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): \_\_\_\_\_

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name Donald L. Dennison

Internal Address Suite 105

Street Address 1727 King Street

City Alexandria

State Virginia Zip 22314

Phone Number: (703)837-9600 Ext. 15

Fax Number (703)837-0980

Email Address' ddennison@dennisonlaw.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

**CREDIT CARD**  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** *Donald L. Dennison*      January 19, 2011  
Signature      Date

Donald L. Dennison      Total number of pages including cover sheet, attachments, and document 6

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**PHIL AND TEDS MOST EXCELLENT BUGGY  
COMPANY LIMITED**

**MOKOPUNA MERINO LIMITED**

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**CONFIRMATORY DEED OF ASSIGNMENT  
OF TRADE MARK RIGHTS**

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## PARTIES

PHIL AND TEDS MOST EXCELLENT BUGGY COMPANY LIMITED, a  
New Zealand company at 102 - 112 Daniell Street, Newtown, Wellington ("Assignor")

MOKOPUNA MERINO LIMITED, a New Zealand company at 102 - 112 Daniell  
Street, Newtown, Wellington ("Assignee")

## INTRODUCTION

- A. The Assignor is the registered proprietor of the trade marks set out in the Schedule ("Trade Marks").
- B. By agreement dated 20 December 2009 the Assignor assigned to the Assignee all the Assignor's Trade Mark Rights effective from 1 April 2009 ("Assignment Agreement").
- C. The Assignor has agreed to confirm such assignment, subject to the terms and conditions of this deed.

## COVENANTS

### 1. ASSIGNMENT

- 1.1 In consideration of the sum of NZ\$1.00 and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby confirms the assignment by the Assignor to the Assignee of the Trade Mark Rights under the Assignment Agreement.
- 1.2 **Definition:** For the purposes of clause 1.1, "Trade Mark Rights" means:
  - (a) the Trade Marks;
  - (b) any and all copyright, and all rights in the nature of copyright, in the Trade Marks in all forms of stylisation in which they have been used; and
  - (c) the goodwill symbolised by and associated with the Trade Marks, including the whole of the goodwill arising from the use of the Trade Marks.
- 1.3 **Rights of action:** The assignments confirmed by clause 1.1 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.

### 2. GENERAL

- 2.1 **Further assurances:** The Assignor agrees to do all things and execute any further documents that may be required to give effect to the assignment and confirmation in this deed.

2.2 **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.


2.3 **Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile 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 copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

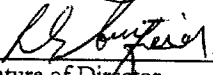
2.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED AS A DEED**

SIGNED on behalf of  
**PHIL AND TEDS MOST EXCELLENT  
BUGGY COMPANY LIMITED**  
by:

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


*Campbell Gower*  
\_\_\_\_\_  
Name of Director

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

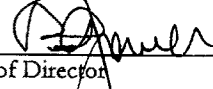
*Richard George Cutfield*  
\_\_\_\_\_  
Name of Director

*23-12-2010*  
\_\_\_\_\_  
Date

SIGNED on behalf of  
MOKOPUNA MERINO LIMITED by:

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

Jonathan Michael Streetcliffe  
\_\_\_\_\_  
Name of Director





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

Campbell Cower  
\_\_\_\_\_  
Name of Director

23-12-2010  
\_\_\_\_\_  
Date

SCHEDULE

Trade Mark Registrations:

Country	Number	Trade Mark	Class	Status
Australian	1137221		25 and 35	Registered
European Community	005449459		25 and 35	Registered
New Zealand	753702		25 and 35	Registered
United States	3474612		25 and 35	Registered