

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenon Limited		07/07/2017	Company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Tenon Clearwood Limited Partnership		
Street Address:	199 Centennial Drive, Rotokawa, RD2		
City:	Taupo 3378		
State/Country:	NEW ZEALAND		
Entity Type:	Limited Partnership: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3216311	FLETCHER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	williamjseiter@seiterlegalstudio.com		
Correspondent Name:	William J. Seiter		
Address Line 1:	2500 Broadway, Bldg F, Suite F-125		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
DOMESTIC REPRESENTATIVE			
Name:	William J. Seiter		
Address Line 1:	2500 Broadway, Bldg F, Suite F-125		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	William J. Seiter		
SIGNATURE:	/wjs/		
DATE SIGNED:	12/18/2017		
Total Attachments: 6			
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Deed of Assignment of Trade Marks - TCLP

Date: 7 July 2017

Dated 7 July 2017

PARTIES

Tenon Limited ("Assignor")

Tenon Manufacturing Limited ("TML")

Tenon Clearwood Limited Partnership ("Assignee")

Fletcher Building Limited ("FBL")

INTRODUCTION

- A. The Assignor is the registered proprietor of the Trade Marks.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Mark Rights subject to the terms and conditions of this deed.
- C. FBL consents to the assignment.

COVENANTS

1. DEFINITIONS

1.1 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 it has been used;

"Effective Date" means the date of signing of this deed by all the parties to this deed;

"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;

TCLP Business means the business described in Schedule 2 as purchased by TCLP from Tenon Manufacturing Limited on 28 April 2017;

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

"Trade Marks" means the Trade Marks (including the registration for that Trade Marks) set out in the Schedule.

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, 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.
- 2.2 **Rights of action:** The assignment effected by clause Error! Reference source not found. includes, 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.

2.3 **Consent:** FBL hereby consents to the assignment effected by clause 2.1.

3. FURTHER ACTIONS

3.1 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 FBL undertakes, for the benefit of the Assignee, that it will not object to the use or registration by the Assignee (or any purchaser of the TOLP business from the Assignee) of any of the Trade Marks in relation to the TOLP Business.

4. GENERAL

4.1 **Confirmation:** The Assignee confirms that this deed fully satisfies any and all obligations of TML under the Agreement for Sale and Purchase of Business and Assets, dated February 14, 2017 between the Assignor, TML and the Assignee in respect of the assignment of the trademarks containing the name "Fletcher".

4.2 **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.

4.3 **Counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile and 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.


4.4 **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 TENON
LIMITED by:


Signature of Authorised Signatory

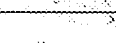
Paul Kittered
Name of Authorised Signatory


Signature of Authorised Signatory

Jane Price
Name of Authorised Signatory

Witness to both signatures: Paul G. Price

Name:


Paul G. Price

Address:

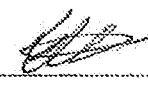
Buckland

Occupation:

PA

Witness to Jane Price Signature

Name



Address

Ellice Price

Occupation

Buckland

self employed

TENON HOLDINGS LIMITED by

Director

Print Name

[Signature]
Paul Cilliers

Director

Print Name

[Signature]
Jane Paule

SIGNED by RUBICON CLEARWOOD GP LIMITED for and on behalf of Tenon Clearwood Limited Partnership by

Director

Print Name

[Signature]
M.A. Taylor

Director

Print Name

[Signature]
Alex Brown

SIGNED on behalf of FLETCHER BUILDING LIMITED by:

Signature of Authorised Signatory

Charles Bolt

Name of Authorised Signatory

Signature of Authorised Signatory

Bevan John McKenzie

Name of Authorised Signatory

[Signature]
ELISH HEARNEY
MCKENZIE
CORPORATE LEGAL OFFICER

Witness to both signatures:

Name:

Address:

Occupation:

SCHEDULE 1

	Registration/ Application No.	Country
FLETCHER	810.476	Chile
FLETCHER	3216311	United States
FLETCHER	TMA676.933	Canada

SCHEDULE 2

For the purposes of this Deed, the 'Business' means the current (as at 28 April 2017) and future business of TCLP in relation to the production and distribution of timber products, as further described below.

United States of America	The importation into the USA, sale and distribution of timber products.
New Zealand	The production of timber products in New Zealand for export.
International	The advertising, marketing and sale of any timber products produced in New Zealand that are sold in New Zealand or elsewhere as surplus to export requirements.