

THIS DEED is made on the *13th* day of *April* 1992.

BETWEEN

1. THE SHIPPING CORPORATION OF NEW ZEALAND LIMITED and NEW ZEALAND LINE LIMITED ("NZL") both of 157-161 The Terrace, Wellington (both hereinafter called "SCNZ");
2. AIR NEW ZEALAND LIMITED of Air New Zealand House, 1 Queen Street, Auckland. ("Air NZ")

RECITALS

- A. SCNZ is the registered proprietor of New Zealand Trade Mark Registration 115352 in respect of the SCNZ KORU device and the applicant for registration for the SCNZ KORU device as set out in Part 1 of the First Schedule to this Deed ("the SCNZ applications").
- B. Air NZ is the registered proprietor or the applicant for registration in New Zealand and other countries of the world for the ANZ KORU device, the New Zealand applications only being set out in Part 2 of the First Schedule to this Deed, ("the ANZ applications")

- C. The parties have agreed to restrict the specifications of goods or services as the case may be for their respective applications to permit coexistence of the marks on the Register of Trade Marks.

THE PARTIES UNDERTAKE AND AGREE AS FOLLOWS:-

1. **Interpretation**

- 1.1 This Deed shall apply to trade mark applications made or registrations obtained in any of the Countries set out in Schedule 2 to this Deed ("the Named Countries).
- 1.2 The terms "the SCNZ KORU device" and the "Air NZ KORU Device" shall mean the KORU devices as depicted in New Zealand Trade Mark Applications 195941 and 197558 and New Zealand Trade Mark Application 181228 respectively and copies of which are attached as Schedule 3 to this Deed.
- 1.3 SCNZ shall amend the specifications of services for the SCNZ applications to restrict the services to transportation services by sea and associated services, with the final specification to be subject to the requirements of the Commissioner of Trade Marks.

- 1.4 Air NZ shall amend the specification of goods or services of the Air NZ applications as the case shall require to exclude transportation services by sea and associated goods or services so as to permit registration of the SCNZ applications, with the final specification of goods or services in each application subject to the requirements of the Commissioner of Trade Marks.

- 1.5 From the date of this Deed Air NZ shall not apply for registration of the Air NZ KORU Device in respect of transportation services by sea and/or any associated goods and services in any of the Named Countries and SCNZ shall not apply for registration of the SCNZ Koru Device for other than transportation services by sea and associated services in any of the Named Countries.

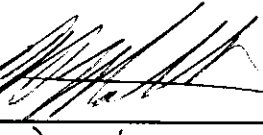
- 1.6 The parties shall do all things necessary and execute all documents or instruments required to give effect to this Deed.

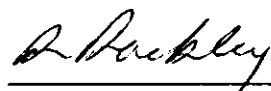
- 1.7 Where at the date of this Deed either of the Parties have existing registrations in respect of their respective KORU devices or pending applications for registration of their respective KORU devices in any of the Named Countries, the parties undertake as follows:

- (a) Where the registered proprietor or applicant for registration is Air NZ, to amend the specification of goods or services to exclude transportation services by sea and associated goods and services;
- (b) Where the registered proprietor or applicant for registration is SCNZ, to amend the specification of goods or services to restrict it to transportation services by sea and associated goods and services.

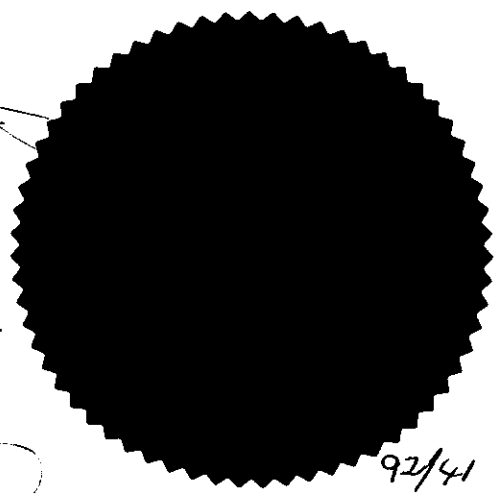
This Deed is executed the day and year first mentioned in this Deed.

THE COMMON SEAL of AIR
NEW ZEALAND LIMITED was
 hereunto affixed in the
 presence of:

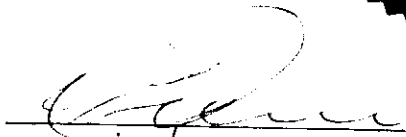


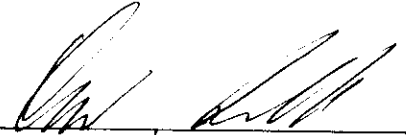
 Director)
)
) 

) Secretary.

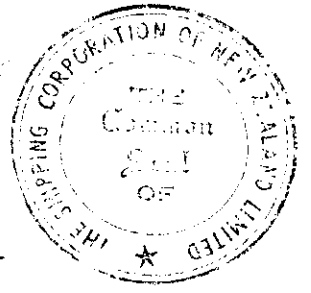


THE COMMON SEAL of THE
SHIPPING CORPORATION OF
NEW ZEALAND LIMITED was
 hereunto affixed in the
 presence of:




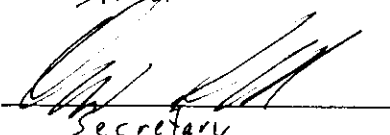
 Director)
)
) 

) Secretary



THE COMMON SEAL of NEW
ZEALAND LINE LIMITED was
 hereunto affixed in the
 presence of:



 Director)
)
) 

) Secretary

