

Form PTO-1594  
1-31-92

U.S. Department of Commerce  
Patent and Trademark Office


**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

Our Ref.: DMB-5027-5

**Mail Stop Assignment Recordation Services**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**VIA FACSIMILE (571) 273-0140**

|  |   |
|--|---|
| To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.   |   |
| 1. Name of conveying party(ies):<br><b>GIO GOI BRANDS LIMITED</b><br><br><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input type="checkbox"/> General partnership <input type="checkbox"/> Limited Partnership<br><input type="checkbox"/> Corporation-State:<br><input checked="" type="checkbox"/> Other: <u>Company of Scotland</u>  | 2. Name and address of receiving party(ies):<br>Name: <u>GIO GOI SCOTLAND LIMITED</u><br>Internal Address: _____<br>Street Address: <u>13 Melville Street</u><br><br>City: <u>Edinburgh</u><br>State/Country: <u>Scotland</u><br>Zip: <u>EH3 7PE</u><br><input type="checkbox"/> Individual(s) citizenship _____<br><input type="checkbox"/> Association _____<br><input type="checkbox"/> General Partnership _____<br><input type="checkbox"/> Limited Partnership _____<br><input type="checkbox"/> Corporation-State _____<br><input checked="" type="checkbox"/> Other <u>Company of Scotland</u><br>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>Designations must be a separate document from Assignment)<br>Additional name/s & address/es attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Nature of conveyance:<br><br><input type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name<br><input checked="" type="checkbox"/> Other: <u>LICENSE AGREEMENT</u>   |   |
| Execution Date: <u>June 12, 2008</u>   |   |
| 4. Application number(s) or registration number(s):<br>If this document is being filed together with a new application, the execution date of the application is: _____<br>A. Trademark Application No.(s)<br>(1) _____<br>(2) <u>77/198,104</u><br>(3) <u>77/198,056</u><br>B. Trademark Registration No.(s)<br>(1) <u>3,250,144</u><br>(2) _____<br>(3) _____<br>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   |
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br>Name: <u>Duane M. Byers</u><br>Internal Address: _____<br><br>Street Address: <u>Nixon &amp; Vanderhye P.C.</u><br><u>901 North Glebe Road</u><br><u>11th Floor</u><br>City <u>Arlington</u> State: <u>VA</u> Zip: <u>22203</u>   | 6. Total number of applications and registrations involved: <u>3</u><br><br>7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ <u>90.00</u><br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account #14-1140   |
| 8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our <b>Account No. 14-1140</b> .   |   |
| <b>DO NOT USE THIS SPACE</b>   |   |
| 9. Statements and signature.<br>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.<br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Duane M. Byers</u><br/>                     Name of Person Signing                 </div> <div style="width: 30%; text-align: center;"> <br/>                     Signature                 </div> <div style="width: 30%; text-align: right;"> <u>April 27, 2009</u><br/>                     Date                 </div> </div> |   |
| Total number of pages including cover sheet, attachments and document: <u>20</u>   |   |
| DMB:lfo  |   |

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**LICENCE AGREEMENT**

between

**GIO GOI BRANDS LIMITED**

and

**GIO GOI SCOTLAND LIMITED**

**DUNDAS & WILSON CS LLP**

Salfire Court  
20 Castle Terrace  
Edinburgh EH1 3EN

Tel 0131 228 8000  
Fax 0131 228 8888  
Legal Post: LP2 Edinburgh

CLJ/RA/PRE040.0003

**TRADEMARK**

**REEL: 003977 FRAME: 0539**

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**THIS LICENCE AGREEMENT**

between

**GIO GOI BRANDS LIMITED**, a company incorporated in Scotland under the Companies Act (Registered Number SC279230) and having its registered office at 13 Melville Street, Edinburgh EH3 7PE (the "Licensor");

and

**GIO GOI SCOTLAND LIMITED**, a company incorporated in Scotland under the Companies Act (Registered Number SC279226) and having its registered office at 13 Melville Street, Edinburgh EH3 7PE (the "Licensee").

**WHEREAS:**

- A. The Licensor is the owner of the Trade Marks (as herein defined).
- B. The Licensee is an Affiliate of the Licensor.
- C. The Licensee wishes to obtain from the Licensor a license to use the Trade Marks.
- D. The Licensor has agreed to grant to the Licensee a non-exclusive right and license to use the Trade Marks on the terms and conditions set out in this Licence Agreement (the "Agreement").

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement (including the recitals), unless the context otherwise requires, the following words and expressions shall have the following meanings:

**Affiliate** means any subsidiary or holding company of the Licensor, or any company that is a subsidiary of the Licensor's holding company, "subsidiary" and "holding company" being as defined in and having the meaning ascribed to such expressions in the Companies Act 2006 (but only for so long as such relationship exists); or any business entity which is under a common control with the Licensor for so long as such common control relationship exists, and for the purposes of this definition, a business entity shall be deemed to "control" another business entity if it owns directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity;

**Commencement Date** means [ \* ] notwithstanding the date(s) of this Agreement;

**Products** means clothing, footwear and headgear and such other goods and services as may be covered by any specifications of the Trade Marks;

**Quality Standard** shall have the meaning set out in Clause 6.1;

**Schedule** means the schedule in two parts annexed to and forming part of this Agreement as may be updated from time to time by the Licensor in accordance with this Agreement;

**Territory** means those countries in respect of which: (i) the Trade Marks (or any of them) are registered; (ii) applications for the Trade Marks (or any of them) have been filed; and (iii) the Trade Marks (or any of them) are used on an unregistered basis by the Licensor; and

**Trade Marks** means all registered and unregistered rights owned by and/or lawfully licensed to the Licensor in respect of the GLOGO! brand, including the trade mark applications and registrations in the name of the Licensor set out in both Parts of the Schedule, as amended by Licensor from time to time.

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 the index and clause headings are for convenience only and shall not affect the construction or interpretation of this Agreement;
  - 1.2.2 references to the recitals, clauses and Schedule are references to the Recitals, Clauses and Schedule of this Agreement;
  - 1.2.3 unless the context otherwise requires the singular shall include the plural and *vice versa*, references to any gender shall include references to the other genders and references to persons shall include natural persons, firms, partnerships, bodies corporate, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality);
  - 1.2.4 references to any Scottish term for any right, action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than Scotland be deemed to include that which most nearly approximates in that jurisdiction to the Scots law term; and
  - 1.2.5 any phrase introduced by the terms "including" or "include" or any similar expression is illustrative, and shall be deemed to be followed by the words, "without limitation".

- 1.3 The Schedule to this Agreement forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedule.

## 2. TERM

This Agreement shall commence and/or be deemed to commence on the Commencement Date and shall continue in full force and effect until terminated in accordance with Clause 10.

## 3. GRANT OF LICENCE

- 3.1 Subject to Clause 3.2, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Licensor) the Licensor hereby grants to the Licensee during the period of this Agreement and the Licensee hereby accepts from the Licensor, a non-exclusive, royalty-free right and license (with rights to sub-license) to use in the Territory the Trade Marks (or any of them) on or in respect of the design, manufacture, distribution, promotion, marketing, advertising and sale of the Products, subject to the terms and conditions of this Agreement.
- 3.2 Nothing in this Agreement shall or is intended to permit the Licensee to use the Trade Marks for any purposes other than those set out in Clause 3.1 without the prior written consent of the Licensor.
- 3.3 The Licensee acknowledges and confirms that the Licensor reserves the right to use the Trade Marks and to license their use to others without restriction.
- 3.4 The Licensor may add any trade mark(s) to, or delete any Trade Mark(s) from the Schedule or any annex, or otherwise vary the Trade Marks upon giving notice to the Licensee. Save as provided for in Clause 3.5 below, such addition, deletion or variation shall be in the sole and absolute discretion of the Licensor.
- 3.5 Where the Licensor applies to register any new trade mark similar to the Trade Marks, the Licensor will notify the Licensee of such and such trade mark will automatically be deemed to be a Trade Mark for the purposes of this Agreement. Details of such applications will be annexed to this Agreement and will thereafter form part of this Agreement.
- 3.6 The Licensee shall ensure that each person to whom it proposes to grant a sub-license enters into an agreement containing terms no less onerous than those set out in this Agreement and terminating immediately on termination of this Agreement for

any reason. The Licensee shall remain responsible and fully liable at all times for any acts, omissions and/or willful default of its sub-licensee as if such act, omission or willful default was its own.

#### **4. REGISTRATION, TITLE AND GOODWILL**

- 4.1 The Licensor shall be responsible for the prosecution, registration and maintenance of the Trade Marks.
- 4.2 The Licensee acknowledges the Licensor's exclusive ownership of the Trade Marks. This Agreement does not give the Licensee any interest in the Trade Marks, except the right to use the Trade Marks in accordance with the terms of this Agreement.
- 4.3 Any use of the Trade Marks by the Licensee shall inure to the sole benefit of the Licensor. Without prejudice to the foregoing generality, all goodwill arising out of or derived from the use of the Trade Marks by the Licensee pursuant to this Agreement shall accrue to the benefit of the Licensor. The Licensor may, at any time, call for a confirmatory assignment of that goodwill and the Licensee shall immediately execute such assignment.
- 4.4 Wherever practicable, the Licensee shall indicate that the Trade Marks are the property of the Licensor by the use of the following style of trade mark notice (or its equivalent) or such other notice as may be approved in writing in advance by the Licensor on or in relation to all Products in relation to which the Trade Marks are used: "The trade marks are owned by Gio Goi Brands Limited and are used under license by Gio Goi Scotland Limited".

#### **5. RESTRICTIONS ON USE OF REGISTERED TRADE MARKS**

- 5.1 The Licensee shall not do or suffer to be done any act or thing which is in any way inconsistent with the Licensor's ownership of the Trade Marks or which could impair any application for or registration of any of the Trade Marks.
- 5.2 The Licensee shall use the Trade Marks only in a manner and form: (i) designed to maintain the goodwill and reputation for high quality associated with the Trade Marks; (ii) consistent with the use of the Trade Marks by the Licensor; (iii) that protects the Licensor's ownership of the Trade Marks; and (iv) that complies with all applicable laws, rules and regulations.

## 6. QUALITY CONTROL OF THE REGISTERED TRADE MARKS

- 6.1 Subject to Clause 6.2, the Licensee agrees and undertakes that all Products which feature any of the Trade Marks shall be at least equal in quality to goods and services provided by the Licensee immediately prior to the Commencement Date (the "Quality Standard").
- 6.2 The Licensor shall have the right, in its sole discretion, to alter or amend the Quality Standard at any time during the term of this Agreement, and the Licensee agrees to abide by any such amended Quality Standard which the Licensor may promulgate from time to time.
- 6.3 The Licensor and/or its authorised representative shall be entitled, on reasonable written notice, to enter the premises of the Licensee to ensure compliance with this Agreement.

## 7. REGISTRATION OF LICENCE

The Licensee shall apply to the appropriate trade mark registries to register its rights to use the Trade Marks as set out in this Agreement, against each of the Trade Marks in the Schedule as soon as reasonably practicable after the Commencement Date.

## 8. INFRINGEMENT

- 8.1 The Licensee shall notify the Licensor promptly of any actual or suspected infringement of any of the Trade Marks, any third party claims that any of the Trade Marks are invalid; and any claims that any of the Trade Marks infringe the rights of any other party, that come to its attention. The Licensee shall not act in any manner that will prejudice any claim, or admit any liability in respect of any of the foregoing.

## 9. INDEMNITY AND LIABILITY

- 9.1 The Licensee shall indemnify and defend the Licensor from and against all suits, actions, claims, liabilities, damages, losses, costs and expenses whether actual or alleged, including reasonable legal fees, court costs and other legal expenses, arising out of, in connection with, or relating to its activities under this Agreement or any unauthorised use of the Trade Marks by the Licensee (or anyone acting under authority of the Licensee including any sub-licensee of the Licensee), or the



Licensee's failure to comply with all applicable laws and regulations relating to the sale, promotion or advertising of the Products.

9.2 The Licensor hereby expressly excludes all liability for any and all:

9.2.1 special, punitive, incidental, indirect or consequential loss or damage; or

9.2.2 loss of profit, turnover, business, revenue, contracts, goodwill, reputation, anticipated savings or management time (whether direct or indirect); or

9.2.3 subject to Clause 9.3, any claims brought against the Licensee by any other party,

which may arise out of or in connection with this Agreement or the performance or purported performance of, or delay or failure in the performance of its obligations under this Agreement (whether or not caused by the negligence of the Licensor its employees, consultants, agents and/or subcontractors) even if such loss was reasonably foreseeable or the Licensor had been advised of the possibility of such, and the Licensee hereby waives and releases any claims it might otherwise have to be compensated in connection with this Agreement for such loss or damage.

9.3 Nothing in this Agreement shall affect or limit either party's liability to the other for death or personal injury resulting from its own or that of its employees', consultants' or agents' negligence or for breach of any obligations implied by Section 12 of the Sale of Goods Act 1979, Schedule 1 of the Sale and Supply of Goods Act 1994 or under Part 1 of the Consumer Protection Act 1987.

## 10. TERMINATION

10.1 The Licensor or the Licensee may terminate this Agreement at any time on giving thirty (30) days' prior written notice to the other party.

10.2 The Licensor may also terminate this Agreement at any time on giving written notice to the Licensee if:

10.2.1 the Licensee commits any material or persistent breach of any of the provisions of this Agreement and, in the case of a breach which is capable of remedy fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

- 10.2.2 an encumbrancer takes possession or a receiver, administrative receiver or an administrator is appointed over any of the property or assets of the Licensee; or the Licensee becomes insolvent or apparently insolvent or makes any voluntary arrangement with its creditors generally, or becomes subject to an administration order; or the Licensee goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom is solvent and effectively agrees to be bound by or assume the obligations imposed on the Licensee under this Agreement); or anything analogous to any of the foregoing under the laws of any jurisdiction outside Scotland occurs in relation to the Licensee; or
- 10.2.3 the Licensee is the subject of a notice to strike off the register at Companies House; or
- 10.2.4 the Licensee ceases, or threatens to cease, to carry on business; or
- 10.2.5 the Licensee undergoes a change of control of which the Licensor disapproves; or
- 10.2.6 the Licensee disputes or contests, directly or indirectly, the validity of any of the Trade Marks or counsels, procures or assists anyone else to do the same; or
- 10.2.7 the Licensee ceases to be an Affiliate of the Licensor; or
- 10.2.8 the Licensor, in its sole discretion, considers that there are any circumstances which could affect the validity, ownership or integrity of any of the Trade Marks.

## 11. CONSEQUENCES OF TERMINATION

### 11.1 Forthwith upon termination of this Agreement:

- 11.1.1 the Licensee shall discontinue and shall ensure that all sub-licensees discontinue, all further use of the Trade Marks;
- 11.1.2 the Licensee shall arrange to remove, and shall ensure that all sub-licensees arrange to remove, any existing uses of the Trade Marks from the Products as soon as practical and, in any event, not later than six (6) months after termination; and

- 11.1.3 the Licensee shall not promote, sell or offer, and shall ensure that all sub-licensees do not promote, sell or offer, any Products under or by reference to any mark identical or confusingly similar to any of the Trade Marks.
- 11.2 Termination of this Agreement for whatever reason shall not affect the accrued rights of either party arising out of this Agreement as at the date of termination and, in particular but without limitation, to the right to recover damages from the other. Notwithstanding the foregoing, should the Licensor terminate this Agreement pursuant to Clause 10, the Licensee represents, warrants and undertakes that it shall refrain from bringing any claim or cause of action against the Licensor in connection with such termination, including, but not limited to, any claim for damages or compensation for losses or expenses incurred, including legal fees, or for lost profits.
- 11.3 Termination or expiry of this Agreement shall be without prejudice to Clauses 1 (Definitions and Interpretation), 3 (Grant of Licence), 5 (Restrictions on Use), 9 (Indemnity and Liability), 11 (Consequences of Termination), and 14 (Governing Law and Jurisdiction) which shall survive termination or expiry of this Agreement for whatever reason and continue in full force and effect.

## 12. AMENDMENT

- 12.1 Except for any addition or deletion to the list of Trade Marks, which may be notified by the Licensor to the Licensee in writing from time to time during the term of this Agreement, this Agreement may not be amended except by an instrument in writing executed by duly authorised representatives of all the parties.

## 13. GENERAL

- 13.1 The parties acknowledge that this Agreement together with the Schedule and any annex thereto constitutes the entire agreement between the parties in respect of the matters contemplated herein, and supersedes and replaces all prior agreements, representations and understandings and discussions between them.
- 13.2 If any provision of this Agreement is determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with their terms so long as this Agreement without such terms or provisions does not fall of its essential purpose or purposes. The parties shall negotiate in good faith to replace any such illegal or unenforceable provision or provisions with suitable provisions which shall maintain the economic purposes and intentions of this Agreement.

13.3 The Licensee shall not assign, transfer, charge, deal, sub-contract or in any other manner make over to any third party the benefit and/or the burden of this Agreement, or purport to do any of the same, without the prior written consent of the Licensor.

13.4 A failure or delay of either party to enforce any of the provisions of this Agreement shall not operate as a waiver of such provision and shall not preclude or prejudice such party from later enforcing the same or any other provisions of this Agreement.

#### 14. GOVERNING LAW AND JURISDICTION

14.1 The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Scotland and the parties agree to prorogate to the non-exclusive jurisdiction of the Scottish Courts, all disputes arising in any way out of or affecting this Agreement save those issues relating to the validity or enforcement of any of the Trade Marks which shall be governed by the law of the country in which such marks have been applied for or are registered.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding 9 (nine) pages, together with the Schedule in two parts annexed hereto, is executed as follows:

By David Decker Garrett William Henry Witness Name  
 Print full name  
 Signature [Signature] Garrett Henry Witness signature  
 Designation Director 10 13 morville st Witness Address  
 Authorised Signatory for and on behalf of GOI Brands Ltd  
 at London on the 12 day  
 of JUNE 2008 before the  
 witness signing opposite

By David Decker Garrett William Henry Witness Name  
 Print full name  
 Signature [Signature] Garrett Henry Witness signature  
 Designation Director 10 13 morville st Witness Address  
 Authorised Signatory for and on behalf of GOI Scotland Limited  
 at London on the 12 day  
 of JUNE 2008 before the  
 witness signing opposite

## THE SCHEDULE

## PART 1

## TRADE MARKS ASSIGNED FROM C AND A DONNELLY

## Community Trade Marks:

| Registration Number | Mark  | Classes                    |
|---------------------|---|----------------------------|
| E4248153            | GIOGOI & Device   | Class: 09, 14 & 18         |
| E4245536            | GIOGOI IT IS WHAT IT IS & Device                            | Class: 18, 25 & 32         |
| E4245973            | GIOGOI University of Life 24 & Device                       | Class: 18, 25 & 32         |
| E4245569            | GIOGOI F*CKED UP RANGE & Device                             | Class: 18, 25 & 49         |
| E4268001            | GIOGOI GET IT ON-GET ON IT                                  | Class: 3, 25 & 33          |
| E4245817            | GG DEDICATED TO THOSE DODGING THE RAIN 'N' BULLETS & Device | Class: 18, 25 & 32         |
| E4245577            | G BARS & Device   | Class: 18, 25 & 33         |
| E4245544            | "IT'S A CRIME NOT TO BE ORGANISED" Gio-Goi & Device         | Class: 18, 25 & 42         |
| E1653179            | GIO-GOI   | Class: 03, 25, 35, 38 & 41 |
| E4245965            | GIOGOI TRACKSTAR & Device                                   | Class: 18, 25 & 33         |

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**UK Trade Marks:**

| Number  | Mark        | Classes   |
|---------|-------------|-----------|
| 1471928 | GIOGOI      | Class: 25 |
| 1575383 | GIO GOI JUS | Class 25: |

**Canadian Trade Marks:**

| Number  | Mark   | Classes       |
|---------|--------|---------------|
| 1248133 | GIOGOI | Class: 3 & 25 |

**Japanese Trade Marks**

| Number  | Mark    | Classes   |
|---------|---------|-----------|
| 4489899 | GIO-GOI | Class: 25 |

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## THE SCHEDULE

## PART 2

REGISTERED TRADE MARKS AND TRADE MARK APPLICATIONS APPLIED FOR AFTER  
MARCH 2006

| Number     | Mark                             | Classes                       | Territories |
|------------|----------------------------------|-------------------------------|-------------|
| 76633014   | GIOGOI                           | 25 & 3                        | USA ✓       |
| 77/198104  | GIO-GOI                          | 25                            | USA ✓       |
| 77/027802  | GG (& Crown Device)              | 25                            | USA         |
| 77/198056  | GIO-GOI (Stylised)               | 25                            | USA ✓       |
| IR/921602  | GIO-GOI (Crossed Guitars Device) | 25                            | USA         |
| IR Pending | GIO-GOI (word)                   | 9                             | USA         |
| IR Pending | GIO-GOI (Stylised)               | 9                             | USA         |
| IR Pending | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | USA         |
| IR Pending | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | USA         |
| IR Pending | GIO-GOI (Word)                   | 9                             | Australia   |
| IR Pending | GIO-GOI (Stylised)               | 9                             | Australia   |
| IR Pending | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | Australia   |
| IR Pending | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | Australia   |
| IR/937060  | GG (& Crown Device)              | 9                             | Australia   |
| 1366622    | GIO-GOI (word)                   | Covers all 10 classes         | Canada      |
| 1366617    | G (Old style)                    | Covers all 10 classes         | Canada      |
| 1366618    | GIOGOI (Old style)               | Covers all 10 classes         | Canada      |
| 1366879    | GG (& Crown Device)              | Covers all 10 classes         | Canada      |
| 1385790    | GIO-GOI (Word)                   | 9                             | Canada      |
| 1387254    | Husk device                      | 3,9,14,16,18,25,32,33,35 &    | Canada      |








|             |                                  |                               |        |
|-------------|----------------------------------|-------------------------------|--------|
|             |                                  | 41                            |        |
| 1387255     | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | Canada |
| 5973029     | GIO-GOI (Stylised)               | 3, 25, 35                     | EU     |
| 5397773     | GG (& Crown Device)              | 25 & 35                       | EU     |
| IR/921602   | GIO-GOI (Crossed Guitars Device) | 25                            | EU     |
| 6021661     | G (Old style)                    | 3, 25, 35                     | EU     |
| 6021711     | GIOGOI (Old style)               | 3, 25, 35                     | EU     |
| IR Pending  | GIO-GOI (Word)                   | 9                             | EU     |
| 638214      | TRAKSTAR                         | 3, 25, 35                     | EU     |
| IR Pending  | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | EU     |
| IR Pending  | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | EU     |
| IR/937060   | GG (& Crown Device)              | 9                             | EU     |
| 2435722     | GIO-GOI (Crossed Guitars Device) | 25                            | UK     |
| 2440765     | GIO-GOI                          | 3,9,14,16,18,25,32,33,35,41   | UK     |
| 2440764     | GIO-GOI (Stylised)               | 3,9,14,16,18,25,32,33,35,41   | UK     |
| 2440766     | GG (& New Crown Device)          | 9, 14, 18,25                  | UK     |
| 2459094     | G (Old style)                    | 3, 25, 35                     | UK     |
| 2459095     | GIOGOI (Old style)               | 3, 25, 35                     | UK     |
| 2480881     | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | UK     |
| 2480885     | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | UK     |
| 5081968     | GIO-GOI (Stylised)               | 25                            | Japan  |
| 2008-100265 | GG (& Crown Device)              | 25                            | Japan  |
| IR/921602   | GIO-GOI (Crossed Guitars Device) | 25                            | Japan  |
| IR Pending  | GIO-GOI (word)                   | 9                             | Japan  |
| IR Pending  | GIO-GOI (Stylised)               | 9                             | Japan  |
| IR Pending  | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | Japan  |

|            |                                  |                               |                    |
|------------|----------------------------------|-------------------------------|--------------------|
|            |                                  | 41                            |                    |
| IR Pending | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | Japan              |
| IR/937060  | GG (& Crown Device)              | 9                             | Japan              |
| IR/921602  | GIO-GOI (Crossed Guitars Device) | 25                            | China              |
|            | GIO-GOI                          | 25                            | China              |
|            | GIO-GOI (Stylised)               | 25                            | China              |
| IR/937060  | GG (& Crown Device)              | 9, 14, 18, 25                 | China              |
| IR Pending | GIO-GOI (word)                   | 9                             | China              |
| IR Pending | GIO-GOI (Stylised)               | 9                             | China              |
| IR Pending | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | China              |
| IR Pending | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | China              |
| 300886230  | GIO-GOI (Stylised)               | 25                            | Hong Kong          |
| 300886311  | GIO-GOI                          | 25                            | Hong Kong          |
| 300848854  | GIO-GOI (Crossed Guitars Device) | 25                            | Hong Kong          |
| 300886357  | GG (& Crown Device)              | 9, 14, 18, 25                 | Hong Kong          |
| 301064367  | GIO-GOI (word)                   | 9                             | Hong Kong          |
| 301064606  | GIO-GOI (Stylised)               | 9                             | Hong Kong          |
| 301073895  | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | Hong Kong          |
| 301073826  | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | Hong Kong          |
| 2007716781 | GIO-GOI                          | 25                            | Russian Federation |
| 2007716780 | GIO-GOI (Stylised)               | 25                            | Russian Federation |
| IR/921082  | GIO-GOI (Crossed Guitars Device) | 25                            | Russian Federation |
| IR/937060  | GG (& Crown Device)              | 9, 14, 18, 25                 | Russian Federation |
| IR Pending | GIO-GOI (word)                   | 9                             | Russian Federation |
| IR Pending | GIO-GOI (Stylised)               | 9                             | Russian            |

|               |                                  |                               | Federation         |
|---------------|----------------------------------|-------------------------------|--------------------|
| IR Pending    | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | Russian Federation |
| IR Pending    | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | Russian Federation |
| 40-2007-30562 | GIO-GOI                          | 25                            | South Korea        |
| 40-2007-30563 | GIO-GOI (Stylised)               | 25                            | South Korea        |
| IR/921602     | GIO-GOI (Crossed Guitars Device) | 25                            | South Korea        |
| IR/937060     | GG (& Crown Device)              | 9, 14, 18, 25                 | South Korea        |
| IR Pending    | GIO-GOI (word)                   | 9                             | South Korea        |
| IR Pending    | GIO-GOI (Stylised)               | 9                             | South Korea        |
| IR Pending    | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | South Korea        |
| IR Pending    | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | South Korea        |
| IR Pending    | GIO-GOI (word)                   | 9                             | Singapore          |
| IR Pending    | GIO-GOI (Stylised)               | 9                             | Singapore          |
| IR Pending    | Husk device                      | 3,9,14,16,18,25,32,33,35 & 41 | Singapore          |
| IR Pending    | GIO-GOI/Husk device              | 3,9,14,16,18,25,32,33,35 & 41 | Singapore          |
| IR/937060     | GG (& Crown Device)              | 9                             | Singapore          |
| 2007/31322    | GIO-GOI (Stylised)               | 25                            | Turkey             |

Gio Goi Brands Limited - Trade Mark Portfolio

|                |   |           |         |             |  |                        |           |                                  |    |    |
|----------------|---|-----------|---------|-------------|--|------------------------|-----------|----------------------------------|----|----|
| United Kingdom |    | 2480981   |         |             |  | Gio Goi Brands Ltd     | Advisable | No - under 43<br>Melville Street | No | No |
| United Kingdom |    | 2480985   |         |             |  | Gio Goi Brands Ltd     | Advisable | No - under 43<br>Melville Street | No | No |
| USA            | GIO-GOI [WORD]  | IR/959166 | 959166  |             |  | Gio Goi Brands Limited | Advisable | Needed                           | No | No |
| USA            | GIOGOI [WORD]   | 3676338/4 | 3251144 | 12-Jun-2007 |  | Gio Goi Brands Limited | Advisable | Needed                           | No | No |
| USA            | GIO-GOI [WORD]  | 77198104  |         |             |  | Gio Goi Brands Ltd     | Advisable | Needed                           | No | No |
| USA            |    | IR/966300 | 966300  |             |  | Gio Goi Brands Limited | Advisable | Needed                           | No | No |
| USA            |  | 77198056  |         |             |  | Gio Goi Brands Ltd     | Advisable | Needed                           | No | No |
| USA            |  | 771027802 |         |             |  | Gio Goi Brands Ltd     | Advisable | Needed                           | No | No |

TRADEMARK