

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Brand Acquisitions Limited		05/26/2011	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JD Sports Fashion Plc		
<b>Street Address:</b>	Hollinsbrook Way		
<b>City:</b>	Pilsworth, Bury		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	BL9 8RR		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77797591	PINK SODA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)949-1690		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	lap@kirschsteinlaw.com		
<b>Correspondent Name:</b>	Lisa A. Pieroni c/o Kirschstein, et al.		
<b>Address Line 1:</b>	425 Fifth Avenue		
<b>Address Line 2:</b>	5th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	URQUHART-DYKES/PINK SODA		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

CH \$40.00 77797591

900197288

**TRADEMARK**  
 REEL: 004585 FRAME: 0188

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Lisa A. Pieroni

Signature:

/Lisa A. Pieroni/

Date:

07/18/2011

**Total Attachments: 10**

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# HBJ Gateley Wareing

**DATED** 26 MAY **2011**

**(1) SPRINGREALM LIMITED  
IN ADMINISTRATION**

**-AND-**

**(2) BRAND ACQUISITIONS LIMITED  
IN ADMINISTRATION**

**-AND-**

**(3) PINK SODA LIMITED  
IN ADMINISTRATION**

**-AND-**

**(4) JASON DANIEL BAKER & GEOFFREY PAUL ROWLEY as  
JOINT ADMINISTRATORS**

**-AND-**

**(5) JD SPORTS FASHION PLC**

## **DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

Gateley LLP  
Fleet Place House  
2 Fleet Place  
Holborn Viaduct  
London

DX 824 London City  
t: +44 (0) 20 7653 1600  
f: +44 (0) 20 7653 1601  
[www.gateleyuk.com](http://www.gateleyuk.com)

THIS DEED is dated 26 May 2011

**BETWEEN:**

- (1) **SPRINGREALM LIMITED (IN ADMINISTRATION)** (company number 01209727) whose registered office is care of FRP Advisory LLP, 10 Furnival Street, London, EC4A 1YH acting by the Administrators ("**Springrealm**")
- (2) **BRAND ACQUISITIONS LIMITED (IN ADMINISTRATION)** (company number 06406870) whose registered office is care of FRP Advisory LLP, 10 Furnival Street, London, EC4A 1YH acting by the Administrators
- (3) **PINK SODA LIMITED (IN ADMINISTRATION)** (company number 06919111) whose registered office is care of FRP Advisory LLP, 10 Furnival Street, London, EC4A 1YH acting by the Administrators  
(together the "**Assignors**")
- (4) **JASON DANIEL BAKER AND GEOFFREY PAUL ROWLEY** both of FRP Advisory LLP, 10 Furnival Street, London, EC4A 1YH (the "**Administrators**")
- (5) **JD SPORTS FASHION PLC** (company number 018884265) whose registered office is at **Hollinsbrook Way, Pilsworth, Bury BL9 8RR** (the "**Assignee**").

**RECITALS**

- (A) Under the Sale Agreement, each of the Assignors agrees to assign all of its right, title and interest in and to the Assigned Rights to the Assignee.
- (B) The Administrators were appointed as joint administrators of each of the Assignors by Clydesdale Bank plc, as the holder of a qualifying floating charge, on 13 May 2011, pursuant to paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (C) Each of the Assignors has agreed to assign to the Assignee such Assigned Rights on the terms set out in this Assignment.

**AGREED TERMS**

**1. Interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

**Assigned Rights:** means:

- (a) all Intellectual Property Rights which are owned by the Assignors (or any of them) as at the date of this Assignment; and
- (b) all Intellectual Property Rights used by the Assignors (or any of them) in connection with the Business (as defined in the Sale Agreement)

including but not limited to the registered trade marks and other Intellectual Property Rights set out in Schedule 1 to this Assignment.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names, rights in and to domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in and to confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and

including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Sale Agreement:** the sale and purchase agreement relating to the sale of certain assets of the Assignors between (1) the Assignors (2) the Administrators and (3) the Assignee of even date.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Assignment.
- 1.3 The schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Assignment.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Assignment to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing** or **written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns

## 2. Assignment

- 2.1 For the consideration set out in the Sale Agreement (the receipt of which is hereby acknowledged), each of the Assignors hereby assigns to the Assignee all of its right, title and interest in and to the Assigned Rights together with:
    - 2.1.1 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement of, or any other cause of action arising from ownership of, any of the Assigned Rights whether occurring before, on, or after the date of this Assignment; and
    - 2.1.2 the goodwill attaching to the Assigned Rights, together with the right for the Assignee to market goods and services in the same distinctive get up as the Assignors (or any of them) has previously done
- to hold unto the Assignee absolutely.

**3. Agreement to Assign**

- 3.1 If in any country the execution after the date of this Assignment of a confirmatory assignment or other document in relation to the Assigned Rights (or any of them) in that country would be ineffective or invalid by reason of the transfer effected by this Assignment, then this Assignment shall be deemed to be an agreement to assign, and not an assignment of the Intellectual Property Rights (or any of them) in that country.

**4. Further Assurance**

- 4.1 At the request (and expense) of the Assignee any or all of the Assignors shall execute all documents and do all acts and things as may reasonably be necessary or proper to enable the Assignee to become registered as proprietor of the Assigned Rights (or any of them) at any relevant registry, to confer on the Assignee all rights of action in respect of any claim for infringement or passing off of any kind by any third party with respect thereto and to otherwise enable the Assignee to obtain the full benefit of the rights hereby assigned.

**5. Exclusion of the Administrators' Personal Liability and Warranties**

- 5.1 The Administrators have entered into and signed this Assignment as agents for or on behalf of the Assignors and neither they, their firm, members, partners, employees, advisers, representatives or agents shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignors or any failure on the part of the Assignors to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Assignment. The Administrators are party to this Assignment in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Assignment.
- 5.2 Unless otherwise required by law (and then only to that extent), the Administrators and each of them shall not be liable for any loss or claim or damage of any kind whatsoever, consequential or otherwise arising out of this Assignment.
- 5.3 The Assignee agrees that the terms of this Assignment and exclusion of the limitations contained in it are fair and reasonable having regard to the fact that the Assignors are insolvent companies

**6. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**7. Variation**

No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**8. Severance**

- 8.1 If any court or competent authority finds that any provision of this Assignment (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Assignment shall not be affected.
- 8.2 If any invalid, unenforceable or illegal provision of this Assignment would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in

good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**9. Counterparts**

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same Assignment.

**10. Third party rights**

No person other than a party to this Assignment shall have any rights to enforce any term of this Assignment.

**11. Notices**

11.1 Any notice or other communication required to be given under this Assignment shall be in writing and shall be delivered personally, or sent by pre-paid recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

11.1.1 Assignors: Jason Baker, FRP Advisory LLP, 10 Furnival Street, London

11.1.2 Assignee: Tim Hunt, JD Sports Fashion plc of Hollinsbrook Way, Pilsworth, Bury BL9 8RR

11.1.3 or as otherwise specified by the relevant party by notice in writing to each other party.

11.2 Any notice or other communication shall be deemed to have been duly received:

11.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

11.2.2 if sent by pre-paid recorded delivery, at 9.00 am on the second Business Day after posting; or

11.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11.3 A notice or other communication required to be given under this Assignment shall not be validly given if sent by e-mail or facsimile transmission.

11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**12. Governing law and jurisdiction**

12.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

This Assignment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SIGNED** as a deed by **SPRINGREALM** )  
**LIMITED** (in Administration) acting by )  
Jason Daniel Baker its administrator )  
appointed on 13 May 2011 pursuant )  
to powers conferred by the Insolvency )  
Act 1986 and on his own behalf as such )  
Administrator and on behalf of his Joint )  
Administrator Geoffrey Paul Rowley, )  
in the presence of: Andrew Braithorn (Crommer) )



Witness signature:



Name:


Address: 36 Harsell Moor, Woking, GU24 4NS

Occupation: Chartered Accountant

**SIGNED** as a deed by **BRAND ACQUISITIONS** )  
**LIMITED** (in Administration) acting by )  
Jason Daniel Baker its administrator )  
appointed on 13 May 2011 pursuant )  
to powers conferred by the Insolvency )  
Act 1986 and on his own behalf as such )  
Administrator and on behalf of his Joint )  
Administrator Geoffrey Paul Rowley, )  
in the presence of: Andrew Braithorn (Crommer) )



Witness signature:



Name:

Address: 36 Harsell Moor, Woking, GU24 4NS

Occupation: Chartered Accountant



**SIGNED** as a deed by **PINK SODA** )  
**LIMITED** (in Administration) acting by )  
Jason Daniel Baker its administrator )  
appointed on 13 May 2011 pursuant )  
to powers conferred by the Insolvency )  
Act 1986 and on his own behalf as such )  
Administrator and on behalf of his Joint )  
Administrator Geoffrey Paul Rowley, )  
in the presence of: *Andrew Graham Lomax* )



Witness signature:

Name:

Address:

Occupation:

*Andrew*  
*36 Harsall Moor, Woburn, LU21 4NS*  
*Chartered Accountant*

**EXECUTED** (but not delivered until the )  
date hereof) as a deed by )  
**JD SPORTS FASHION PLC** )  
acting by a director )  
in the presence of: )

Witness signature:

Name:

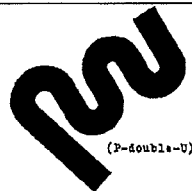
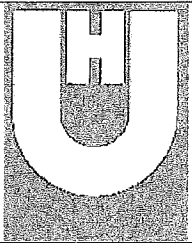
Address:

Occupation:





SCHEDULE 1

Trade Marks

**TRADE MARKS IN THE NAME OF SPRINGREALM LIMITED**

Country	Trade mark	No.	Date	Classes
Australia (International)	PETER WERTH	1078714 (860650)	08-Apr-2005	3, 18, 25
Canada	PETER WERTH	TMA738579	22-Apr-2009	-
Community Trade Mark (International)	PETER WERTH	860650	08-Apr-2005	3, 18, 25
International Trade Mark	PETER WERTH	860650	08-Apr-2005	3, 18, 25
Norway (International)	PETER WERTH	860650	08-Apr-2005	3, 18, 25
Turkey	PETER WERTH	2005 03746	09-Feb-2005	18
Turkey (International)	PETER WERTH	860650	08-Apr-2005	3, 18
United Kingdom	PETER WERTH	2107924	19-Aug-1996	25
United Kingdom	Peter Werth	2286928	29-Nov-2001	25
United Kingdom	PETER WERTH	2354688	30-Jan-2004	3, 8, 14, 16, 18, 20, 21
United Kingdom		2370553	12-Aug-2004	25
United Kingdom	UN Sung HERO	2380362	14-Dec-2004	3, 9, 18, 25
United Kingdom		2380930	21-Dec-2004	3, 9, 18, 25
United Kingdom	PETER WERTH Peter Werth peter werth	2387813	24-Mar-2005	3, 9, 14, 16, 18, 25, 35, 42
United Kingdom	Dirty Laundry	2397176	19-Jul-2005	25
United Kingdom	Sixes & Sevens	2397177	19-Jul-2005	25
United	Riot Act	2397178	19-Jul-2005	25

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Country	Trade mark	No.	Date	Classes
Kingdom				
United Kingdom		2416135	09-Mar-2006	25
United Kingdom		2430053	16-Aug-2006	3, 9, 14, 16, 18, 25, 35, 42
United Kingdom		2433360	22-Sep-2006	3, 9, 14, 16, 18, 35, 42
United Kingdom		2469377	13-Oct-2007	3, 14, 18, 25
USA (International)	PETER WERTH	3272504 (860650)	31-Jul-2007	3, 18, 25
Japan	P.W. PETER WERTH (Logo)	4030032	18-Jul-1997 (Lapsed 18 July 2007)	25

### TRADE MARKS IN THE NAME OF BRAND ACQUISITIONS LIMITED

Country	Trade mark	No.	Date	Classes
Australia	PINK SODA LONDON	1348120	26-Feb-2010	25
Community Trade Mark	PINK SODA	003924404	08-Jul-2004	14, 18, 25, 35
Community Trade Mark	XXX PRIME-RIB	005055611	13-Apr-2006	18, 25, 35
Japan	PINKSODA ピンクソーダ	2134681	28-Apr-1989	25

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Country	Trade mark	No.	Date	Classes
Japan	PINKSODA ピンクソーダ	2713821	31-May-1996	6, 14, 18, 21, 26
United Kingdom	PINK SODA	2318293	12-Dec-2002	18, 25
United Kingdom	XXX PRIME-RIB	2417548	23-Mar-2006	18, 25
USA	PINK SODA	77797591	05-Aug-2009	25

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