

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sabotage Limited		02/02/2012	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	JD SPORTS FASHION PLC		
Street Address:	Hollinsbrook Way, Pilsworth		
City:	Bury, Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	BL9 8RR		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3694530	FLY53	
CORRESPONDENCE DATA			
Fax Number:	(203)295-3730		
Phone:	801-444-7143		
Email:	nwells@wellsiplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Nicholas Wells, Wells IP Law		
Address Line 1:	299 S. Main St., Suite 1300		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	4681.04		
DOMESTIC REPRESENTATIVE			
Name:	Nicholas Wells, Wells IP Law		
Address Line 1:	299 S. Main St., Suite 1300		

OP \$40.00 3694530

Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:

Nicholas D. Wells

Signature:

/Nicholas D. Wells/

Date:

02/23/2012

Total Attachments: 16

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Intellectual property

Urquhart-Dykes & Lord LLP
Tower North Central
Merriam Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

23 February 2012
By email (as attachment)

Nicholas Wells
Wells IP Law
299 S. Main St., Suite 1300
Salt Lake City
Utah 84111
USA

Your ref:
Our ref: RXH/RMW/G230562US

Dear Nicholas

Re: **US Trade Mark Registration No 3694530**
FLY53 in Class 25
Assignment from Sabotage Limited to JD Sports Fashion Plc

Thank you for your referral relating to the UK designation of International trade mark number 1092710 TICK Device owned by Rekona.

Please find attached a copy of an assignment document which transfers US trade mark registration number 3694530 from Sabotage Limited to JD Sports Fashion Plc. I would be grateful if you could assume responsibility for this trade mark registration and proceed to record the assignment at the USPTO using this document.

Please acknowledge safe receipt of these instructions. If you require any further information or documents in order to complete the recordal, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Gareth Price'.

Gareth Price
for Urquhart-Dykes & Lord LLP

Enc

DATED 2 February 2012

FLY53 LIMITED (IN ADMINISTRATION)

- and -

SABOTAGE LIMITED (IN ADMINISTRATION)

- and -

CHRISTOPHER KIM RAYMENT and JOANNE MARIE WRIGHT

- and -

JD SPORTS FASHION PLC

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Cobbetts LLP
58 Mosley Street
Manchester
M2 3HZ
DX: 14374 Manchester 1
Tel: 0845 404 2404
Fax: 0845 404 2414

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TRADEMARK
REEL: 004723 FRAME: 0323

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THIS DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made the 2 day
of February 2012

BETWEEN:

- (1) **FLY53 LIMITED (IN ADMINISTRATION)** (incorporated and registered in England and Wales with company number 03732414) whose registered office is at Lowesmoor Wharf, Unit 11, Worcester, Worcestershire, WR1 2RS acting by the Joint Administrators (defined below);
- (2) **SABOTAGE LIMITED (IN ADMINISTRATION)** (incorporated and registered in England and Wales with company number 06786855) whose registered office is at Lowesmoor Wharf, Unit 11, Worcester, Worcestershire, WR1 2RS acting by the Joint Administrators (defined below),
(together the "Assignors");
- (3) **CHRISTOPHER KIM RAYMENT and JOANNE MARIE WRIGHT** of BDO LLP, 125 Colmore Row, Birmingham, B3 3SD (the "Joint Administrators"); and
- (4) **JD SPORTS FASHION PLC** incorporated and registered in England and Wales with company number 01888425 whose registered office is at Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR (the "Assignee").

BACKGROUND

- 1 Pursuant to the asset sale agreement dated ____ February 2012 (the "Effective Date") entered into between inter alia the parties to this Deed (the "Sale Agreement"), the Assignors have agreed, amongst other things, to assign the Assigned Rights to the Assignee on the terms set out in this Deed.
- 2 The Joint Administrators have entered into this Deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this Deed.

THE PARTIES agree as follows:

1 INTERPRETATION

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

"Assigned Rights" the rights to be assigned to the Assignee pursuant to clause 2.1.

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

"Debentures" the debentures listed in Schedule 3.

"Domain Names" the domain names which are set out in Schedule 2.

"Encumbrances" any interest or equity of any person in any of the Assigned Rights (including without limitation any right to acquire, licence, option or right of pre-emption)

or any mortgage, charge, lien, assignment, hypothecation, security, title, retention or any other security agreement or arrangement.

"Intellectual Property" all patents, registered designs, rights to inventions, copyright and related rights, trade marks and services marks, trade names and domain names, database rights, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, drawings and products, rights in technical, commercial or confidential information and any similar and other intellectual property rights, in each case whether registered or unregistered and including all applications for the grant of any of the foregoing and the right to apply for registration or protection of any of the foregoing subsisting at any time in any part of the world.

"Intellectual Property Rights" the Domain Names and the Trade Marks together with all Intellectual Property which is owned (either jointly or individually) by the Assignors at the date of this Deed including all such rights subsisting in relation to each of the Websites and/or any Materials.

"Materials" all prototypes, designs, computer programs, source codes, specifications, diagrams, materials, databases, documents, data sheets and other works of whatever nature (whether literary, artistic or otherwise) developed, originated or created at any time by and/or for either of the Assignors.

"Trade Marks" the trade marks which are set out in Schedule 1.

"Websites" each website accessible under each of the Domain Names together with all Materials comprising and/or incorporated in each of the Websites, including the use of colour, font and backdrop, the positioning of navigational buttons, tables, menus and option bars, the use and presentation of data and the general visual appearance of each of the Websites.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Deed.
- 1.3 The schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Deed.
- 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 Deed 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 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.
- 1.10 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.

ASSIGNMENT

- 2.1 For the consideration set out in the Sale Agreement paid by the Assignee (receipt of which the Assignors hereby expressly acknowledge), the Assignors hereby assign, free from the Debentures, to the Assignee absolutely with effect from the Effective Date:
 - 2.1.1 all their respective right, title and interest in and to:
 - 2.1.1.1 all Intellectual Property Rights; and
 - 2.1.1.2 all Materials in existence at the date of this Deed; and
 - 2.1.1.3 the Websites;
 - 2.1.2 the right to institute and maintain proceedings for any infringement of all rights assigned by this clause 2.1 which occur now or hereafter or which may have occurred before the date of this Deed including the right to claim and retain damages and other relief obtained as a result of such proceedings.
- 2.2 In respect of the Domain Names, each of the Assignors shall for a period of 6 months following the Effective Date (at the Assignee's expense) execute and deliver any other documents as may reasonably be required from time to time by the Assignee to transfer the registration of the Domain Names from either of the Assignors to the Assignee. The terms of all such documents shall be approved by the Joint Administrators' solicitors acting reasonably.

EXCLUSION OF WARRANTIES

- 3.1 All representations, warranties, conditions and stipulations, express or implied, statutory, customary or otherwise, in respect of the Assigned Rights or any of the rights, title and interests assigned pursuant to this Deed are expressly excluded (including warranties and conditions as to title, validity or infringement).

- 3.2 Unless otherwise required by law (and then only to that extent) the Assignors and Joint Administrators and each of them shall not be liable for any loss or damage of any kind whatever, consequently or otherwise, arising out of or due to or caused by any defect or deficiencies in any of the Assigned Rights.
- 3.3 Save for the Debentures, the Assignee acknowledges that all of the Assigned Rights are sold subject to all Encumbrances.
- 3.4 The Assignee agrees that the terms and conditions of this Deed and the exclusions and limitations contained in it are fair and reasonable having regard to the following:
- 3.4.1 that this is an assignment by an insolvent company in circumstances where it is usual that no representations and warranties can be given by or on behalf of the Assignors or the Joint Administrators;
 - 3.4.2 that the Assignee has relied solely upon the Assignee's own opinion and/or professional advice concerning the Assigned Rights their quality state condition description fitness and/or suitability for any purpose the possibility that some or all of them may have defects not apparent on inspection and examination and the use it intends or proposes to put them to;
 - 3.4.3 that the Assignee has agreed to purchase the Assigned Rights "as seen" in their present state and condition for a consideration which takes into account the risk to the Assignee represented by the parties' belief that the said exclusions and limitations are or would be recognised by the Courts;
 - 3.4.4 that the Assignee its servants employees agents representatives and advisers have been given every opportunity it or they may wish to have to examine and inspect all or any of the Assigned Rights and all relevant documents relating to them.
- 3.5 The Assignee acknowledges that if either of the Assignors does not have title or unencumbered title to any or all of the Assigned Rights or if the Assignee cannot exercise any right conferred or purported to be conferred on it by this Deed this shall not be a ground or grounds for rescinding avoiding or varying any or all of the provisions of this Deed.

4 EXCLUSION OF PERSONAL LIABILITY

- 4.1 The Joint Administrators have entered into this Deed as agents for and on behalf of each of the Assignors and neither the Joint Administrators nor their firm, partners, members, employees, agents or advisers shall incur personal liability under or by virtue of this Deed or under any document executed pursuant to this Deed.
- 4.2 Nothing in this Deed operates to limit or exclude any liability for fraud or fraudulent misrepresentation or for death or personal injury arising from negligence.

5 AGREEMENT TO ASSIGN

If in any country the execution after the date of this Deed of a confirmatory assignment or other document of the Intellectual Property Rights (or any of them) in that country would be ineffective or invalid by reason of the transfer effected by this Deed, then this Deed 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.

6 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

7 THIRD PARTY RIGHTS

Save for Clause 4.1, no person other than a party to this Deed shall have any rights to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

8 NOTICES

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

8.1.1 Assignors: Kim Rayment/Joanne Wright BDP LLP, 125 Colmore Row, Birmingham B3 3SD

8.1.2 Assignee: Tim Hunt, Hollinsbrook Way, Pilsworth, Bury, BL9 8RR

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

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

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

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

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

8.3 A notice or other communication required to be given under this Deed shall not be validly given if sent by e-mail.

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

9 GOVERNING LAW AND JURISDICTION

9.1 This Deed 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.

9.2 Each of the parties irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the parties have signed this document as a deed the day and year first before written.

SCHEDULE 1

Trade Marks

Country	Owner	Title	Official No.	Local Classes	Registered Date	Case Status (external)	Next Renewal Date	Date Filed
United Kingdom	Fly53 Limited	Ketamine – Just say Neigh	2521392	25	18/06/2010	Registered	17/07/2019	17/07/2009
Australia	Sabotage Limited	FLY53R135	1110066	18.25	15/01/2007	Registered	24/04/2016	24/04/2006
Canada	Sabotage Limited	FLY53	TMA802196	25	14/07/2011	Registered	14/07/2026	24/01/2007
European Community	Sabotage Limited	FLY53	4737227	14, 18, 25	05/05/2009	Registered	14/11/2015	14/11/2005
United Kingdom	Sabotage Limited	FLY53	2483084	35	31/10/2008	Registered	25/03/2018	25/03/2008
United States of America	Sabotage Limited	FLY53	3694530	25	13/10/2009	Registered	13/10/2019	25/01/2007
United Kingdom	Sabotage Limited	FLY53R135	2251622	25	20/04/2001	Registered	08/11/2020	08/11/2000
United Kingdom	Sabotage Limited	FLY GIRL	2118322	18, 25	19/12/1997	Registered	10/12/2016	10/12/1996
United Kingdom	Sabotage Limited	FLY BOY	2115584	25	09/01/1998	Registered	12/11/2016	12/11/1996
United Kingdom	Sabotage Limited	DEFUNCT	2313228	25	02/04/2004	Registered	15/10/2012	15/10/2002
European Community	Sabotage Limited	PUTSCH	4696555	14, 18, 25	13/11/2006	Registered	20/10/2015	20/10/2005

SCHEDULE 2

Registered Domain Names

List of domain names
fly53.co.uk
fly53.com
sabotage.uk.com
putschuk.com
flyfiftythree.com
fly53win.com
fly53trade.com
fly53store.com
fly53r135.com

SCHEDULE 3

Debentures

Fly53 Limited

Name of Debenture Holder	Date of Creation	Date Registered
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Sabotage Limited


Name of Debenture Holder	Date of Creation	Date Registered
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

SIGNED (but not delivered until the date hereof) as a DEED by
FLY53 LIMITED (in administration) acting by one of its Joint
Administrators, without personal liability

JOINT ADMINISTRATOR

Signature:

Name (in block capitals)

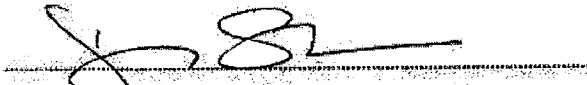

CHRISTOPHER KIM RAYMOND

In the presence of:

WITNESS:

Signature:

Address:


Eric Colmore
Birmingham

Occupation:

Solicitor

SIGNED (but not delivered until the date hereof) as a DEED by
SABOTAGE LIMITED (in administration) acting by one of its
Joint Administrators, without personal liability

JOINT ADMINISTRATOR

Signature:



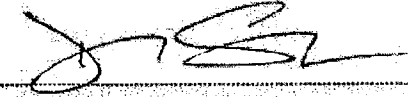
Name (in block capitals):

CHRISTOPHER KIM RAYMOND

In the presence of:

WITNESS:

Signature:



Address:

One Colmore Square
Birmingham

Occupation:

Solicitor

SIGNED (but not delivered until the date hereof) as a DEED by
one of the Joint Administrators, without personal liability

JOINT ADMINISTRATOR

Signature:

[Handwritten Signature]

Name (in block capitals)

Christopher Kim Rayment

In the presence of:

WITNESS:

Signature:

[Handwritten Signature]

Address:

*One Colmore Square
Birmingham*

Occupation:

Director

SIGNED (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:

Address:

Occupation:

SIGNED (but not delivered until the date hereof) as a DEED by
one of the Joint Administrators, without personal liability

JOINT ADMINISTRATOR

Signature:

Name (in block capitals)

In the presence of

WITNESS:

Signature:

Address:

Occupation:

SIGNED (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: *D. H. W.*

Address: *67A Hall Carr Lane*

Walmer Bridge

Preston

Occupation: *Business Analyst*