

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|---|----------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OneTrueSaxon Limited | | 08/22/2012 | COMPANY: 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: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3497611 | | |
| Registration Number: | 3443476 | ONETRUESAXON | |
| Serial Number: | 85447775 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
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| ATTORNEY DOCKET NUMBER: | 70000141-0001 (BRM) | | |

OP \$90.00 3497611

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Brian R. McGinley |
| Signature: | /brian r mcginley/ |
| Date: | 12/17/2012 |

Total Attachments: 20

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Dated 22 August 2012

ONETRUESAXON LIMITED

PENTLAND GROUP PLC

JD SPORTS FASHION PLC

ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS

ADDLESHAW GODDARD

TRADEMARK
REEL: 004921 FRAME: 0068

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This Agreement is made on

2012 (Assignment)

Between

- (1) **Onetruesaxon Limited** (No. 4962062) whose registered office is at 8 Manchester Square, London W1U 3PH (OTS);
- (2) **Pentland Group Plc** (No. 793577) whose registered office is at 8 Manchester Square, London W1U 3PH (Pentland); and
- (3) **JD Sports Fashion Plc** (No. 1888425) whose registered office is at Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR (the Assignee).

Whereas

- (A) A Pentland Group Company is the proprietor of the Intellectual Property Rights.
- (B) Pentland and OTS have agreed to assign to the Assignee all rights, title and interest in and to all such Intellectual Property Rights upon the terms set out in this Assignment.
- (C) As the sole shareholder of OTS, Pentland has agreed to procure the assignment of all rights, title and interest in and to all such Intellectual Property Rights by OTS to the Assignee, and to procure all other obligations of OTS, pursuant to the terms set out in this Assignment.

It is agreed

1 Definitions

1.1 In this Assignment and its Recitals:

Assignee's Group means the Assignee and any subsidiary of the Assignee and **Assignee Group Company** shall be construed accordingly

Assigned Rights means the rights to be assigned to the Assignee pursuant to clause 3

Brand means the OneTrueSaxon brand

Circular means the circular to be sent to the shareholders of the Assignee relating to, inter alia, the acquisition of the Assigned Rights

Completion means fulfilment or waiver of the Condition in accordance with clause 2.3

Condition means the condition set out in clause 2.2

Intellectual Property Rights means together the Registered Intellectual Property Rights and the Unregistered Intellectual Property Rights

Losses means any and all costs, claims, actions, proceedings, losses, damages, compensation, awards, fines, demands, orders, payments by way of settlement, liabilities, and expenses (including, without limitation, legal and any other professional expenses)

Orphan Trade Marks means those registered trade marks which were assigned by OTS to a third party prior to the date of this Assignment, short particulars of which are set out in Schedule

4

Pentland Group means Pentland, any subsidiary of Pentland, including OTS, any holding company of Pentland and any subsidiary of any holding company of Pentland, in each case excluding the Assignee's Group, and **Pentland Group Company** shall be construed accordingly

Registered Intellectual Property Rights means:

- (a) the registered trade marks, details of which are set out in Schedule 1; and
- (b) the registered designs, details of which are set out in Schedule 2; and
- (c) the domain names, details of which are set out in Schedule 3 to this Assignment

Resolution means the resolution numbered 2 set out in the notice of general meeting contained in the Circular approving the acquisition of the Assigned Rights

Security Interest means any claim, right to retain title, mortgage, lien, pledge, charge, encumbrance, hypothecation, trust, option, right of pre-emption or any other restriction or third party right or interest (legal or equitable) or any other security interest of any kind however created or arising (or any agreement or arrangement to create any of them)

Stock means the items of stock bearing the Brand already manufactured and owned by OTS and remaining unsold at the date of Completion.

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended, consolidated or replaced from time to time

Unregistered Intellectual Property Rights means all unregistered trade marks and service marks, trade names, logos, unregistered design rights, copyrights including (without limitation) all rights in trading, business or brand names, logos and goodwill to the extent that the same are owned and used exclusively by OTS in connection with the Brand, but excluding the Orphan Trade Marks and all intellectual property rights of any kind whatsoever in the same to the extent that they are deemed to exist

VAT means Value Added Tax

Website means the web pages located at the domain names comprising the Assigned Rights, including www.onetruesaxon.com.

1.2 In this Assignment, unless the context otherwise requires:

- (a) references to **clauses** and **Schedules** are to clauses of, and schedules to, this Assignment respectively and references in a schedule or part of a schedule to **paragraphs** are to paragraphs of that schedule or that part of that schedule respectively;
- (b) the words **subsidiary** and **holding company** shall have the meanings given to them by section 1159 of the Companies Act 2006 save that references to the term subsidiary shall include subsidiary undertaking as defined in the Companies Act 2006 and shall include a company which would be a subsidiary undertaking within the meaning of section 1162 of the CA 2006 but for any security subsisting over the shares in that company from time to time and references to the term holding company shall include parent undertaking as defined in the Companies Act 2006 and shall include a company which would be a parent undertaking within the meaning of section 1162 of the CA

2006 but for any security granted by that undertaking over the shares it holds in another undertaking from time to time;

- (c) references to this Assignment or any other document are to this Assignment or that document as amended from time to time;
- (d) references to the singular include the plural and vice versa and words denoting persons include individuals, bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident) and vice versa;
- (e) a reference to a statute, statutory provision or subordinate legislation includes a reference to:
 - (i) any statute, statutory provision or subordinate legislation which it has consolidated, superseded, re-enacted or replaced (whether with or without modification); and
 - (ii) that statute, provision or subordinate legislation as for the time being modified or consolidated, superseded, re-enacted or replaced,

save to the extent that such consolidations, re-enactments, replacements or modifications taking effect after the date of this Assignment would impose any greater obligations or liabilities on any party;

- (f) references to the parties are to OTS, Pentland and the Assignee as parties to this Assignment; and
- (g) anything which is stated to be an obligation of OTS shall be construed as an obligation on OTS to procure that obligation and as an obligation on Pentland to procure the performance of that obligation by OTS.

2 Condition Precedent

- 2.1 The provisions of this clause 2 and of clause 7 (Warranties) shall come into force and effect on the date of this Assignment.
- 2.2 Subject to clause 2.1, the coming into force of this Assignment is conditional on the shareholders of the Assignee passing the Resolution by 13 September 2012.
- 2.3 The Assignee may at any time before the time specified in clause 2.2 by notice in writing to OTS and Pentland waive the Condition in whole or in part.
- 2.4 If the Condition has not been fulfilled or waived in accordance with clause 2.3 by 13 September 2012 this Assignment shall automatically terminate with immediate effect and no party shall have any obligation or liability to any other party under this Assignment in respect of the period prior to such termination.
- 2.5 Save as required by law or regulation, between the date of this Assignment and Completion, OTS and Pentland shall, and shall procure that each Pentland Group Company and each of its respective directors, officers and employees shall:
 - (a) use the Intellectual Property Rights solely in the usual and ordinary course of business;
 - (b) not encumber, assign, sell, transfer or dispose of, or agree (conditionally or otherwise)

- to encumber, assign, sell, transfer or dispose of, any of the Intellectual Property Rights;
- (c) maintain all of the Registered Intellectual Property Rights in force;
- (d) not, subject to clause 5.1 below, grant or enter into (or agree to grant or enter into) any licence or other contract relating to the Intellectual Property Rights;
- (e) not institute, settle or compromise, or agree (conditionally or otherwise) to institute, settle or compromise any legal proceedings relating to the Intellectual Property Rights;
- (f) not do or authorise to be done any act which in any way may jeopardise or invalidate the registration of any of the Registered Intellectual Property; and
- (g) not use any of the Registered Intellectual Property Rights in any way which would be reasonably likely to allow any of them to become generic, lose any acquired distinctiveness or become liable to mislead the public.

2.6 On or before the date of Completion, Pentland shall pass a valid special resolution of OTS and Onetruesaxon Footwear Limited (company number 509139) (OTSF) resolving to change the name of OTS and OTSF in each case to a name not incorporating the name ONETRUESAXON or any name which is confusingly similar to ONETRUESAXON and thereafter promptly deliver a copy of such valid and executed special resolution to the Assignee and file a notice of resolution and form NM01 each signed by the company secretary or a director of OTS and OTSF with the Registrar of Companies.

3 Assignment

3.1 In consideration of the Assignee agreeing to pay to OTS, on behalf of OTS and Pentland, the sum of [REDACTED] (the sufficiency of which OTS and Pentland hereby acknowledge), Pentland shall procure the assignment by OTS and any relevant Pentland Group Company to the Assignee, and OTS and Pentland each hereby assign to the Assignee to hold absolutely:

- (a) all right, title and interest in and to the Registered Intellectual Property Rights free from any Security Interest and with full title guarantee;
- (b) all their respective right, title and interest in and to the Unregistered Intellectual Property Rights in existence at the date of this Assignment; and
- (c) the right to institute and maintain proceedings for any infringement of all rights assigned by this clause 3 which occur now or hereafter or which may have occurred before the date hereof including the right to claim and retain damages and other relief obtained as a result of such proceedings.

4 VAT

- 4.1 The consideration payable by the Assignee to OTS under clause 3.1 above shall be deemed to be exclusive of VAT which shall be payable by the Assignee in addition on receipt of a valid VAT invoice from OTS.
- 4.2 If the Assignee pays an amount in respect of VAT and it is subsequently determined by HM Revenue & Customs or any court or tribunal that any such VAT was not chargeable, OTS shall forthwith notify the Assignee and repay a sum equal to any such amount to the Assignee.

5 Stock

- 5.1 From the date of Completion until the earlier of (i) the date on which OTS hold no Stock (and OTS shall promptly notify the Assignee at such time as it holds no Stock) or (ii) midnight on 31 December 2012, OTS shall be entitled, in the usual and ordinary course of business, to accept orders for the Stock which are made either via the Website or in OTS's retail store in Shoreditch, London, and shall be entitled to retain all sums received in connection with the sale of the Stock.
- 5.2 The Assignee provides no warranty in respect of the use by OTS of the Assigned Rights in relation to the sale of any Stock by OTS pursuant to clause 5.1 above, which shall be entirely at OTS's risk.

6 Further Assurance

- 6.1 In the event that the validity or ownership of the Assigned Rights and/or any registrations granted pursuant to the Assigned Rights are challenged on any point upon which OTS or the Pentland Group has or could obtain information or could give advice which may assist in defeating or reducing the effect of such challenge OTS and Pentland hereby undertake to supply or procure the supply of such information and/or advice without unreasonable delay.
- 6.2 At the request of the Assignee, OTS and the Pentland Group shall, at Pentland's cost, execute all documents and do all acts and things as may be necessary or proper to enable the Assignee to become registered as proprietor of the Assigned Rights 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.

7 Warranties

- 7.1 OTS and Pentland each warrant that as at the date of this Assignment and as at Completion:
- (a) OTS has the right to assign the Intellectual Property Rights without requiring the consent of any other person;
 - (b) it has corporate power to enter into this Assignment and has taken all necessary corporate action to authorise the signature of this Assignment and the performance of its obligations and undertaking hereunder;
 - (c) the Registered Intellectual Property Rights constitute all of the registered intellectual property relating to the Brand;
 - (d) Schedule 1 contains complete and accurate details of all subsisting registrations and applications (whether granted or not) in relation to the Registered Intellectual Property Rights;
 - (e) OTS is the sole legal and beneficial owner of, and own all the rights and interests in, the Registered Intellectual Property Rights;
 - (f) OTS has not licensed, granted any rights to or assigned any of the Registered Intellectual Property Rights, nor is OTS obliged to grant any licences of the Registered Intellectual Property Rights and there are no licences granted in respect of the Registered Intellectual Property Rights;

- (g) no third party owns or is otherwise entitled to or has any interest in any of the Registered Intellectual Property Rights;
- (h) the Registered Intellectual Property Rights are in full force and effect and not subject to any application for cancellation, amendment, licence of right or compulsory licence;
- (i) the Registered Intellectual Property Rights are valid, subsisting and enforceable and there are and have been no material claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Registered Intellectual Property Rights;
- (j) the Registered Intellectual Property Rights are free from any Security Interest;
- (k) all application, renewal and other official statutory and regulatory fees and all professional advisers' fees payable before the date of this Assignment relating to the administration of the Registered Intellectual Property Rights or for the protection or enforcement of the Registered Intellectual Property Rights have been duly paid and all steps have been taken for the maintenance and protection of the Registered Intellectual Property Rights;
- (l) nothing is due to be done within 30 days of the date of this Assignment, the omission of which would jeopardise the maintenance or prosecution of any of the Registered Intellectual Property Rights which are registered or the subject of an application for registration;
- (m) the use and exploitation of the Registered Intellectual Property Rights shall not infringe the rights of any third party;
- (n) there is to OTS' knowledge, and within the past six years there has been, no actual or threatened infringement (including misuse of confidential information) or any event which has constituted or will constitute an infringement or breach by any third party of any of the Registered Intellectual Property Rights; and
- (o) there is no litigation, arbitration, legal proceedings or dispute in existence in respect of any of the Registered Intellectual Property Rights and/or the Brand and, so far as OTS is aware, no notice of litigation, arbitration, legal proceedings or dispute which might give rise to such proceedings affecting the Assigned Rights has been received or threatened against OTS.

7.2 Each of the warranties set out in clause 7.1 is separate and, unless specifically otherwise provided, is not limited or affected by any other warranty.

8 Personnel

8.1 If, as a consequence of or in connection with the parties entering into this Assignment and/or the operation of this Assignment (including, without limitation, any assignment of the Assigned Rights pursuant to Clause 3 of this Assignment) the contract of employment or engagement of any person who was employed or engaged (or formerly employed or engaged) by OTS or by any Pentland Group Company (or by any of its/their contractors, sub-contractors or agents) has effect or is alleged to have such effect, pursuant to TUPE, as if originally made between the Assignee or any Assignee Group Company (or any of its/their contractors, sub-contractors or agents) and any such person (each such person being a "Transferring Employee"), then the

following arrangements shall apply in respect of each Transferring Employee:

- (a) the Assignee shall notify OTS of the transfer or alleged transfer by operation of TUPE to the Assignee or to any Assignee Group Company (or any of its/their contractors, sub-contractors or agents) of such Transferring Employee within seven days of becoming aware of it ("Notification");
- (b) OTS (or any Pentland Group Company, as the case may be) shall have fourteen days from receiving such Notification ("Opportunity Period") in which to offer the Transferring Employee employment and for such Transferring Employee to accept or reject the offer, (where any such offer is accepted the Assignee shall or, as the case may be, shall endeavour to procure that the relevant Assignee Group Company or any of its or the Assignee's contractors, sub-contractors or agents shall release the Transferring Employee from any contractual obligation to provide notice of resignation);
- (c) after the expiry of the Opportunity Period, the Assignee (or, as the case may be, the relevant Assignee Group Company or its or the Assignee's relevant contractor, sub-contractor or agent) shall be entitled to terminate the employment or alleged employment of the Transferring Employee.

8.2 Subject always to the Assignee's compliance with its obligations under clause 8.1 above, and providing always that the termination of the Transferring Employee's employment occurs within fourteen days of the expiry of the Opportunity Period, OTS shall indemnify and keep indemnified the Assignee (and shall pay to the Assignee such sums as would, if paid to any Assignee Group Company and/or (as applicable) any of its/their contractors, sub-contractors or agents, indemnify and keep indemnified such Assignee Group Company and/or (as applicable) any of its or the Assignee's contractors, sub-contractors or agents in full against all and any Losses suffered or incurred arising (whether directly or indirectly) (i) from or in connection with the employment of the Transferring Employee or the termination of such employment (except to the extent that such Losses arise as a result of any act or omission after the date of the transfer or alleged transfer by the Assignee, any Assignee Group Company or any of its/their contractors, sub-contractors or agents which constitutes unlawful discrimination unconnected to the dismissal); and/or (ii) any failure to comply with any information and consultation obligations under TUPE.

8.3 If the Assignee chooses not to terminate the employment of a Transferring Employee pursuant to clause 8.1(c) above, OTS shall indemnify and keep indemnified the Assignee (and shall pay to the Assignee such sums as would, if paid to any Assignee Group Company and/or (as applicable) any of its or the Assignee's contractors, sub-contractors or agents, indemnify and keep indemnified such Assignee Group Company and/or (as applicable) any of its or the Assignee's contractors, sub-contractors or agents) in full against all and any Losses suffered or incurred arising (whether directly or indirectly) from or in connection with any act or omission of OTS or any Pentland Group Company (or by any of its/their contractors, sub-contractors or agents) in relation to the Transferring Employee, arising prior to the date on which the employment of any such Transferring Employee is deemed to have transferred to the Assignee.

9 Agreement to Assign

If in any country the execution after the date of this Assignment of a confirmatory assignment or other document of 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 Assigned Rights (or any of

them) in that country.

10 Execution

This Assignment may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

11 Severability

The parties intend each provision of this Assignment to be severable and distinct from the others. If a provision of this Assignment is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Assignment shall not be affected.

12 Governing law and jurisdiction








This Assignment and any non-contractual obligations arising out of or in relation to this Assignment shall be governed by, and construed in accordance with, English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Signed by the parties or their duly authorised representatives on the date of this Assignment.

Schedule 1

Registered Trade Marks:


Trademark Records By Country

| Owner | Trademark | Country | Application No. | Registration No | Registration Date | Classes | Status |
|---------------------|---|-----------|-----------------|-----------------|-------------------|------------|------------|
| Australia | | | | | | | |
| | DOG & TRIANGLE DEVICE | | | | | | |
| ONETruSaxon Limited |  | Australia | 1139711 | 1139711 | 13 Jan 2007 | 9,14,18,25 | Registered |
| ONETruSaxon Limited | ONETruSaxon | Australia | 1139691 | 1139691 | 15 Jan 2008 | 9,14,18,25 | Registered |
| ONETruSaxon Limited | ONETruSaxon | Australia | 828468 | 828468 | 29 Mar 2004 | 25 | Registered |
| Brazil | | | | | | | |
| | DOG & TRIANGLE DEVICE | | | | | | |
| ONETruSaxon Limited |  | Brazil | 828880028 | 828880028 | 19 Jan 2010 | 25 | Registered |
| | DOG & TRIANGLE DEVICE | | | | | | |
| ONETruSaxon Limited |  | Brazil | 828880050 | 828880050 | 18 Jan 2010 | 18 | Registered |
| | DOG & TRIANGLE DEVICE | | | | | | |
| ONETruSaxon Limited |  | Brazil | 828880093 | 828880093 | 19 Jan 2010 | 9 | Registered |
| | DOG & TRIANGLE DEVICE | | | | | | |
| ONETruSaxon Limited |  | Brazil | 828880166 | 828880166 | 19 Jan 2010 | 14 | Registered |
| ONETruSaxon Limited | ONETruSaxon | Brazil | 828880131 | 828880131 | 13 Oct 2009 | 14 | Registered |
| ONETruSaxon Limited | ONETruSaxon | Brazil | 828880159 | 828880159 | 13 Oct 2009 | 25 | Registered |
| ONETruSaxon Limited | ONETruSaxon | Brazil | 828880174 | 828880174 | 13 Oct 2009 | 18 | Registered |
| ONETruSaxon Limited | ONETruSaxon | Brazil | 828880190 | 828880190 | 13 Oct 2009 | 9 | Registered |
| Canada | | | | | | | |
| ONETruSaxon Limited | ONETruSaxon | Canada | 1519450 | | | 9,18,25 | Pending |
| | OTS Dog Device | | | | | | |
| ONETruSaxon Limited |  | Canada | 1539056 | | | 9,18,25 | Pending |
| China | | | | | | | |
| | DOG & TRIANGLE DEVICE | | | | | | |
| ONETruSaxon Limited |  | China | 5728626 | | | 25 | Pending |

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|-------|---------|---------|------------|----|------------|
| ONETruoSaxon Limited |  | China | 5728628 | 5728628 | 7 Oct 2009 | 14 | Registered |
|----------------------|---|-------|---------|---------|------------|----|------------|

DOG & TRIANGLE DEVICE

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|----------------------|---|-------|---------|---------|-------------|---|------------|
| ONETruoSaxon Limited |  | China | 5728629 | 5728629 | 14 Sep 2009 | 9 | Registered |
|----------------------|---|-------|---------|---------|-------------|---|------------|

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|----------------------|--------------|-------|---------|---------|------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | China | 5728630 | 5728630 | 7 Dec 2009 | 25 | Registered |
|----------------------|--------------|-------|---------|---------|------------|----|------------|

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|----------------------|--------------|-------|---------|---------|------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | China | 5728631 | 5728631 | 7 Dec 2009 | 16 | Registered |
|----------------------|--------------|-------|---------|---------|------------|----|------------|

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|----------------------|--------------|-------|---------|---------|------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | China | 5728796 | 5728796 | 7 Oct 2009 | 14 | Registered |
|----------------------|--------------|-------|---------|---------|------------|----|------------|

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|----------------------|--------------|-------|---------|---------|-------------|---|------------|
| ONETruoSaxon Limited | ONETruoSaxon | China | 5728797 | 5728797 | 14 Sep 2009 | 9 | Registered |
|----------------------|--------------|-------|---------|---------|-------------|---|------------|

OTS Dog Device

| | | | | | | | |
|----------------------|---|-------|----------|--|--|---|---------|
| ONETruoSaxon Limited |  | China | 10458341 | | | 9 | Pending |
|----------------------|---|-------|----------|--|--|---|---------|

OTS Dog Device


| | | | | | | | |
|----------------------|--|-------|----------|--|--|----|---------|
| ONETruoSaxon Limited |  | China | 10458342 | | | 18 | Pending |
|----------------------|--|-------|----------|--|--|----|---------|

OTS Dog Device


| | | | | | | | |
|----------------------|---|-------|----------|--|--|----|---------|
| ONETruoSaxon Limited |  | China | 10458343 | | | 25 | Pending |
|----------------------|---|-------|----------|--|--|----|---------|

CTM

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|-----|-----------|-----------|-------------|----------|------------|
| ONETruoSaxon Limited |  | CTM | 004966404 | 004966404 | 11 Apr 2007 | 18,25,28 | Registered |
|----------------------|---|-----|-----------|-----------|-------------|----------|------------|

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|-----|-----------|-----------|------------|------|------------|
| ONETruoSaxon Limited |  | CTM | 005355797 | 005355797 | 4 Oct 2007 | 9,14 | Registered |
|----------------------|---|-----|-----------|-----------|------------|------|------------|

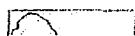
| | | | | | | | |
|----------------------|------------------|-----|-----------|-----------|-------------|----------|------------|
| ONETruoSaxon Limited | MIDFIELD GENERAL | CTM | 005352821 | 005352821 | 13 Sep 2007 | 14,18,25 | Registered |
|----------------------|------------------|-----|-----------|-----------|-------------|----------|------------|


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|----------------------|-----------------|-----|-----------|-----------|------------|----------|------------|
| ONETruoSaxon Limited | ONETruoSaturday | CTM | 005352092 | 005352092 | 8 Sep 2007 | 14,18,25 | Registered |
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| ONETruoSaxon Limited | ONETruoSaxon | CTM | 004966421 | 004966421 | 10 Apr 2007 | 18,25,28 | Registered |
|----------------------|--------------|-----|-----------|-----------|-------------|----------|------------|

| | | | | | | | |
|----------------------|--------------|-----|-----------|-----------|-------------|------|------------|
| ONETruoSaxon Limited | ONETruoSaxon | CTM | 005355805 | 005355805 | 30 Aug 2007 | 9,14 | Registered |
|----------------------|--------------|-----|-----------|-----------|-------------|------|------------|

OTS Dog Device




| | | | | | | | |
|----------------------|---|-----|-----------|-----------|-------------|---------|------------|
| ONETruoSaxon Limited |  | CIM | 010477269 | 010477269 | 21 Feb 2012 | 9,18,25 | Registered |
|----------------------|---|-----|-----------|-----------|-------------|---------|------------|

Germany

| | | | | | | | |
|----------------------|--------------|---------|--------|--------|-------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Germany | 828488 | 828488 | 29 Mar 2004 | 25 | Registered |
|----------------------|--------------|---------|--------|--------|-------------|----|------------|

Hong Kong

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|-----------|-----------|----------|-------------|------------|------------|
| ONETruoSaxon Limited |  | Hong Kong | 300735958 | 30075958 | 29 May 2007 | 9,14,18,25 | Registered |
|----------------------|---|-----------|-----------|----------|-------------|------------|------------|


| | | | | | | | |
|----------------------|--------------|-----------|-----------|----------|------------|------------|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Hong Kong | 300735924 | 30075924 | 2 Apr 2007 | 9,14,18,25 | Registered |
|----------------------|--------------|-----------|-----------|----------|------------|------------|------------|

Iceland

| | | | | | | | |
|----------------------|--------------|---------|--------|--------|-------------|-------|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Iceland | 958209 | 958269 | 15 Feb 2008 | 18,25 | Registered |
|----------------------|--------------|---------|--------|--------|-------------|-------|------------|


India

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|-------|---------|--|--|------------|---------|
| ONETruoSaxon Limited |  | India | 1497339 | | | 9,14,18,25 | Pending |
|----------------------|---|-------|---------|--|--|------------|---------|

| | | | | | | | |
|----------------------|--------------|-------|---------|--|--|------------|---------|
| ONETruoSaxon Limited | ONETruoSaxon | India | 1497338 | | | 9,14,18,25 | Pending |
|----------------------|--------------|-------|---------|--|--|------------|---------|

OTS Dog Device


| | | | | | | | |
|----------------------|---|-------|---------|--|--|---------|---------|
| ONETruoSaxon Limited |  | India | 2276830 | | | 9,18,25 | Pending |
|----------------------|---|-------|---------|--|--|---------|---------|

Italy

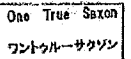
| | | | | | | | |
|----------------------|--------------|-------|--------|--------|-------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Italy | 828488 | 828488 | 29 Mar 2004 | 25 | Registered |
|----------------------|--------------|-------|--------|--------|-------------|----|------------|

Japan

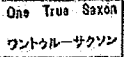
DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|-------|------------|---------|-------------|------------|------------|
| ONETruoSaxon Limited |  | Japan | 2006-94167 | 5040850 | 13 Apr 2007 | 9,14,18,25 | Registered |
|----------------------|---|-------|------------|---------|-------------|------------|------------|

One True Saxon (in Roman and Katakana)

| | | | | | | | |
|----------------------|---|-------|------------|---------|------------|----|------------|
| ONETruoSaxon Limited |  | Japan | 2001-31193 | 4547146 | 1 Mar 2002 | 25 | Registered |
|----------------------|---|-------|------------|---------|------------|----|------------|

One True Saxon (in Roman and Katakana)

| | | | | | | | |
|----------------------|---|-------|------------|---------|-------------|----|------------|
| ONETruoSaxon Limited |  | Japan | 2002-33337 | 4638000 | 24 Jan 2003 | 25 | Registered |
|----------------------|---|-------|------------|---------|-------------|----|------------|

| | | | | | | | |
|----------------------|--------------|-------|------------|---------|-------------|------------|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Japan | 2006-94168 | 5089204 | 10 Aug 2007 | 9,14,18,25 | Registered |
|----------------------|--------------|-------|------------|---------|-------------|------------|------------|

OTS Dog Device


| | | | | | | | |
|----------------------|---|-------|-------------|--|--|---------|---------|
| ONETruoSaxon Limited |  | Japan | 2011-073573 | | | 9,18,25 | Pending |
|----------------------|---|-------|-------------|--|--|---------|---------|

Norway


| | | | | | | | |
|----------------------|--------------|--------|--------|--------|-------------|-------|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Norway | 958269 | 958269 | 16 Feb 2008 | 18,25 | Registered |
|----------------------|--------------|--------|--------|--------|-------------|-------|------------|

Panama


DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|--------|--------|--------|-------------|---|------------|
| ONETruoSaxon Limited |  | Panama | 157545 | 157545 | 14 Dec 2008 | 9 | Registered |
|----------------------|---|--------|--------|--------|-------------|---|------------|


DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|--------|--------|--------|-------------|----|------------|
| ONETruoSaxon Limited |  | Panama | 157547 | 157547 | 14 Dec 2008 | 14 | Registered |
|----------------------|---|--------|--------|--------|-------------|----|------------|

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|--------|--------|--------|-------------|----|------------|
| ONETruoSaxon Limited |  | Panama | 157549 | 157549 | 14 Dec 2008 | 18 | Registered |
|----------------------|---|--------|--------|--------|-------------|----|------------|

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|--------|--------|--------|------------|----|------------|
| ONETruoSaxon Limited |  | Panama | 158032 | 158032 | 2 Jan 2007 | 25 | Registered |
|----------------------|---|--------|--------|--------|------------|----|------------|

| | | | | | | | |
|----------------------|--------------|--------|--------|--------|-------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Panama | 157543 | 157543 | 18 Mar 2008 | 18 | Registered |
|----------------------|--------------|--------|--------|--------|-------------|----|------------|

| | | | | | | | |
|----------------------|--------------|--------|--------|--------|-------------|---|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Panama | 157544 | 157544 | 14 Dec 2008 | 9 | Registered |
|----------------------|--------------|--------|--------|--------|-------------|---|------------|


| | | | | | | | |
|----------------------|--------------|--------|--------|--------|-------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Panama | 157548 | 157548 | 14 Dec 2008 | 14 | Registered |
|----------------------|--------------|--------|--------|--------|-------------|----|------------|

| | | | | | | | |
|----------------------|--------------|--------|--------|--------|------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Panama | 158033 | 158033 | 2 Jan 2007 | 25 | Registered |
|----------------------|--------------|--------|--------|--------|------------|----|------------|

Republic of Korea (South)


| | | | | | | | |
|----------------------|--------------|---------------------------|---------------|-----------|-------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Republic of Korea (South) | 40-2010-49612 | 40-890130 | 15 Nov 2011 | 25 | Registered |
|----------------------|--------------|---------------------------|---------------|-----------|-------------|----|------------|

SILHOUETTE DOG Device

| | | | | | | | |
|----------------------|---|---------------------------|-----------------|------------|-------------|----|------------|
| ONETruoSaxon Limited |  | Republic of Korea (South) | 40-2010-0049440 | 40-0891860 | 28 Nov 2011 | 25 | Registered |
|----------------------|---|---------------------------|-----------------|------------|-------------|----|------------|


Russian Federation

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|--------------------|---------------|--------|------------|------------|------------|
| ONETruoSaxon Limited |  | Russian Federation | RU 2006729457 | 352135 | 7 Jun 2008 | 9,14,18,25 | Registered |
|----------------------|---|--------------------|---------------|--------|------------|------------|------------|

| | | | | | | | |
|----------------------|--------------|--------------------|------------|--------|------------|------------|------------|
| ONETruoSaxon Limited | ONETruoSaxon | Russian Federation | 2006729456 | 347491 | 7 Apr 2008 | 9,14,18,25 | Registered |
|----------------------|--------------|--------------------|------------|--------|------------|------------|------------|


OTS Dog Device

| | | | | | | | |
|----------------------|---|--------------------|--|--|--|---------|---------|
| ONETruoSaxon Limited |  | Russian Federation | | | | 9,18,25 | Pending |
|----------------------|---|--------------------|--|--|--|---------|---------|

Switzerland

DOG & TRIANGLE DEVICE

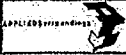


| | | | | | | | |
|----------------------|---|-------------|------------|--------|-------------|---------|------------|
| ONETruaSaxon Limited |  | Switzerland | 58480/2010 | 609192 | 13 Aug 2010 | 9,18,25 | Registered |
|----------------------|---|-------------|------------|--------|-------------|---------|------------|


| | | | | | | | |
|----------------------|---------|-------------|------------|--------|-------------|---------|------------|
| ONETruaSaxon Limited | ONETruo | Switzerland | 58479/2010 | 618638 | 25 May 2011 | 9,18,25 | Registered |
|----------------------|---------|-------------|------------|--------|-------------|---------|------------|

United Kingdom


APPLIED SURROUNDINGS & Device

| | | | | | | | |
|----------------------|---|----------------|---------|---------|-------------|-------|------------|
| ONETruoSaxon Limited |  | United Kingdom | 2221989 | 2221999 | 10 Feb 2000 | 18,25 | Registered |
|----------------------|---|----------------|---------|---------|-------------|-------|------------|

ONE TRUE SAXON & Device

| | | | | | | | |
|----------------------|---|----------------|---------|---------|------------|-------|------------|
| ONETruoSaxon Limited |  | United Kingdom | 2251288 | 2251298 | 1 Jun 2001 | 18,25 | Registered |
|----------------------|---|----------------|---------|---------|------------|-------|------------|

ONETruo Stylised

| | | | | | | | |
|----------------------|---|----------------|---------|---------|-------------|----|------------|
| ONETruoSaxon Limited |  | United Kingdom | 2325168 | 2325188 | 30 Jul 2004 | 25 | Registered |
|----------------------|---|----------------|---------|---------|-------------|----|------------|

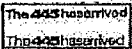
| | | | | | | | |
|----------------------|--------------|----------------|---------|---------|------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | United Kingdom | 2325058 | 2325058 | 7 Nov 2003 | 25 | Registered |
|----------------------|--------------|----------------|---------|---------|------------|----|------------|

| | | | | | | | |
|----------------------|--------------|----------------|---------|---------|-------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | United Kingdom | 2467907 | 2467907 | 23 May 2008 | 35 | Registered |
|----------------------|--------------|----------------|---------|---------|-------------|----|------------|

SILHOUETTE DOG Device


| | | | | | | | |
|----------------------|--|----------------|---------|---------|-------------|---------------|------------|
| ONETruoSaxon Limited |  | United Kingdom | 2497349 | 2497340 | 13 Feb 2009 | 8,14,18,25,35 | Registered |
|----------------------|--|----------------|---------|---------|-------------|---------------|------------|

THE 4.45 HAS ARRIVED Stylised

| | | | | | | | |
|----------------------|---|----------------|---------|---------|-------------|-------|------------|
| ONETruoSaxon Limited |  | United Kingdom | 2286928 | 2286928 | 31 May 2002 | 18,25 | Registered |
|----------------------|---|----------------|---------|---------|-------------|-------|------------|


| | | | | | | | |
|----------------------|-------------------|----------------|---------|---------|-------------|-------|------------|
| ONETruoSaxon Limited | THE CASUAL TAILOR | United Kingdom | 2467857 | 2467857 | 20 Feb 2008 | 25,35 | Registered |
|----------------------|-------------------|----------------|---------|---------|-------------|-------|------------|

TS PRODUCT THEODORE SPAGO Logo

| | | | | | | | |
|----------------------|---|----------------|---------|---------|-------------|-------|------------|
| ONETruoSaxon Limited |  | United Kingdom | 2221944 | 2221944 | 10 Feb 2000 | 18,25 | Registered |
|----------------------|---|----------------|---------|---------|-------------|-------|------------|

United States of America

DOG & TRIANGLE DEVICE

| | | | | | | | |
|----------------------|---|--------------------------|----------|---------|------------|------------|------------|
| ONETruoSaxon Limited |  | United States of America | 77024060 | 3497011 | 9 Sep 2008 | 8,14,18,25 | Registered |
|----------------------|---|--------------------------|----------|---------|------------|------------|------------|

| | | | | | | | |
|----------------------|--------------|--------------------------|-----------|---------|-------------|------------|------------|
| ONETruoSaxon Limited | ONETruoSaxon | United States of America | 77024,907 | 3443478 | 10 Jun 2008 | 8,14,18,25 | Registered |
|----------------------|--------------|--------------------------|-----------|---------|-------------|------------|------------|

OTS Dog Device

| | | | | | | | |
|----------------------|---|--------------------------|----------|--|--|---------|---------|
| ONETruoSaxon Limited |  | United States of America | 85447775 | | | 9,18,25 | Pending |
|----------------------|---|--------------------------|----------|--|--|---------|---------|

WIPO

| | | | | | | | |
|----------------------|--------------|------|--------|--------|-------------|----|------------|
| ONETruoSaxon Limited | ONETruoSaxon | WIPO | 826488 | 828489 | 29 Mar 2004 | 25 | Registered |
|----------------------|--------------|------|--------|--------|-------------|----|------------|

ONETruoSaxon

ONETrusSaxon Limited

WIPO

958269

958268

15 Feb 2008

18,25

Registered

TM Administrator - END OF REPORT

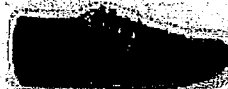
IPPO WebTMS: printed 21 May 2011 12:52

TRADEMARK
REEL: 004921 FRAME: 0084

Schedule 2

Registered Designs

1 000867395-0001



Name of owner: Onetruesaxon Limited
 Filing date: 24/01/2008
 Locarno class-subclass: 02.04
 Verbal element:
 Indication of the product: Footwear uppers
 Status: Registered and fully published (A1)

2 000867395-0002



Name of owner: Onetruesaxon Limited
 Filing date: 24/01/2008
 Locarno class-subclass: 02.04
 Verbal element:
 Indication of the product: Footwear uppers
 Status: Registered and fully published (A1)

3 000867395-0003



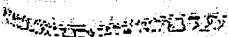
Name of owner: Onetruesaxon Limited
 Filing date: 24/01/2008
 Locarno class-subclass: 02.04
 Verbal element:
 Indication of the product: Footwear uppers
 Status: Registered and fully published (A1)

4 000867395-0004



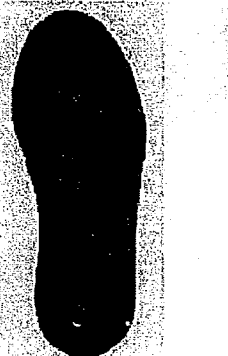
Name of owner: Onetruesaxon Limited
 Filing date: 24/01/2008
 Locarno class-subclass: 02.04
 Verbal element:
 Indication of the product: Footwear uppers
 Status: Registered and fully published (A1)

5 000867395-0005



Name of owner: Onetruesaxon Limited
 Filing date: 24/01/2008
 Locarno class-subclass: 02.04
 Verbal element:
 Indication of the product: Soles for footwear
 Status: Registered and fully published (A1)

6 000867395-0006



Name of owner: Onetruesaxon Limited
 Filing date: 24/01/2008
 Locarno class-subclass: 02.04
 Verbal element: ONETRUESAXON
 Indication of the product: Soles for footwear
 Status: Registered and fully published (A1)

7 000867395-0007



Name of owner: Onetruesaxon Limited
 Filing date: 24/01/2008
 Locarno class-subclass: 02.04
 Verbal element: ONETRUESAXON
 Indication of the product: Soles for footwear
 Status: Registered and fully published (A1)

Signed by **TIM HOCKINGS**
duly authorised for and on behalf of
PENTLAND GROUP PLC

) _____
) _____
) *Tim Hockings*
Director

Signed by **ANDREW LONG**
duly authorised for and on behalf of
ONETRUESAXON LIMITED

) _____
) _____
) *Andrew Long*
DIRECTOR

Signed by _____
duly authorised for and on behalf of
JD SPORTS FASHION PLC

) _____
) _____
) _____

Signed by
duly authorised for and on behalf of
PENTLAND GROUP PLC

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Signed by
duly authorised for and on behalf of
ONETRUESAXON LIMITED

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Signed by *NEIL GREENHALGH* under power of attorney
duly authorised for and on behalf of
JD SPORTS FASHION PLC

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NS Greenhalgh
.....
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