

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
Duffs Brands Limited		12/11/2012	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	M and M Direct Limited		
Street Address:	25 Knightsbridge		
Internal Address:	2nd Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1X 7ZR		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77922061	D	
Serial Number:	78187871	D	
Serial Number:	74518826	DUFFS	
Serial Number:	78227663		
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>			
Phone:	816 460 2400		
Email:	brian.mcginley@snrdenton.com, trademarks@snrdenton.com,anita.hansen@snrdenton.com		
Correspondent Name:	Brian R. McGinley		
Address Line 1:	SNR Denton US LLP		
Address Line 2:	P. O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		

OP \$115.00 77922061

TRADEMARK

ATTORNEY DOCKET NUMBER:	70000672 (BRM)
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:	01/11/2013
<p>Total Attachments: 10</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page1.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page2.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page3.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page4.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page5.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page6.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page7.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page8.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page9.tif</p> <p>source=MAN_002-#4138344-v1-DUFFS_BRANDS_ASSIGNMENT#page10.tif</p>	



Dated

11th December

2012

- (1) DUFFS BRANDS LIMITED
- (2) M AND M DIRECT LIMITED

Assignment
of Registered Trade Marks

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THIS ASSIGNMENT is made this 11th day of December 2012

BETWEEN:

- (1) **DUFFS BRANDS LIMITED** (registered number 06836757) whose registered office is at The Old Treasury, 7 King's Road, Portsmouth, Hampshire, PO5 4DJ (the "Assignor"); and
- (2) **M AND M DIRECT LIMITED** (registered number 05069228) whose registered office is at 2nd Floor, 25 Knightsbridge, London, SW1X 7ZR (the "Assignee").

RECITALS:

- (A) The Assignor is the beneficial owner of the Intellectual Property.
- (B) Pursuant to a business purchase agreement (the "BPA") of even date with this Assignment between the Assignor and the Assignee, (to which this Assignment is supplemental) it was agreed that the Assignor shall assign absolutely the Business Intellectual Property (as defined in the BPA) to the Assignee.
- (C) The Intellectual Property forms part of the Business Intellectual Property.

INTERPRETATION

1. **Definitions**

In this Assignment the following words shall have the following meanings:

- "Business Days"** any day which is not a Saturday, a Sunday or a bank or a public holiday in England;
- "Intellectual Property"** the registered trade marks owned by the Assignors and listed at **Schedule 1**;
- "Parties"** the parties to this Assignment.

2. **Assignment**

- 2.1 Under the BPA and subject always to its terms and for the consideration therein allocated or to be allocated the Assignor transfers and assigns to the Assignee with full title guarantee free from all liens, charges, encumbrances, equities or third party rights and the Assignee will purchase as at the date of this Assignment the Intellectual Property (including all common law rights and any rights of renewal connected to them) together with the goodwill of the Assignor's business connected with the Intellectual Property and the right

to sue for damages and all other remedies in respect of any infringement or any passing off or breach of unfair competition or other intellectual property rights in relation to any of the above which may have occurred prior to the date of this Assignment.

3. General

- 3.1 The Parties shall do and execute and perform at their own cost all such further deeds, documents, assurances, acts and things as either of them may reasonably require by notice in writing to give effect to the terms of this Assignment, including to register such Assignment with the relevant authorities. If the Assignor shall have failed, following 10 Business Days' notice from the Assignee, to execute any document or perform any act required pursuant to this Assignment, the Assignee shall have the right to do so in the place and stead of and at the reasonable cost of the Assignor as the lawfully appointed attorney of the Assignor and the Assignor undertakes and warrants that the Assignor shall confirm and ratify and be bound by any and all of the actions of the Assignee pursuant to this clause and such authority and appointment shall take effect as an irrevocable appointment solely in respect of those actions required pursuant to this clause.
- 3.2 This Assignment together with the BPA and any other documents referred to in it constitutes the entire agreement between, and understanding of, the Parties with respect to the subject matter of this Assignment and supersedes any other prior written or oral agreement(s) or arrangement(s) between the Parties in relation thereto.
- 3.3 If one or more of the provisions or part(s) of a provision of this Assignment are at any time found to be invalid by a court, tribunal or other forum of competent jurisdiction, or rendered unenforceable, that decision shall not invalidate or void the remainder of this Assignment or, in the case of such a decision in relation to a part of a provision, that decision shall not invalidate or void the remainder of that provision. This Assignment shall be deemed amended by modifying or severing such provisions or parts of provisions as necessary to render it valid, legal and enforceable while preserving its intent, or if that is not possible, by substituting another provision or another part of a provision that is valid, legal and enforceable which materially gives effect to the Parties' intent.
- 3.4 Unless expressly provided otherwise, all representations, warranties, undertakings, agreements and obligations made, given or entered into in this Assignment by more than one person are made, given or entered into jointly and severally.



3.5 This Assignment may be amended, modified, superseded or cancelled and any of its terms, covenants, representations, warranties, undertakings or conditions waived only by an instrument in writing signed by (or by some person duly authorised by) the Parties or, in the case of a waiver by the Party waiving compliance.

3.6 This Assignment is in addition to and shall not merge with or otherwise affect any other right, remedy or security now or hereafter held by the Assignee and may be enforced notwithstanding the existence of the same.

The Parties or their duly authorised representatives have accordingly executed this Assignment as a Deed on the date stated above.

SCHEDULE 1








TRADE MARKS

Country	Mark	No	Date of Renewal	Class	Goods
Argentina	DUFFS	1981632	28.05.14	25	Clothing, footwear, headgear.
	DuFFS	1989021	25.08.14	25	Clothing, footwear, headgear.
	D DuFFS	1989022	25.08.14	25	Clothing, footwear, headgear.
	DuFFS	1982167	03.06.14	25	Clothing, footwear, headgear.
		2063855	23.01.16	25	Clothing, footwear, headgear.
Australia	DuFFS	715,503	20.08.16		
Brazil	DUFFS	821066420	29.08.16	Local class: 25 Subclasses: 10 & 20	Clothes and clothing accessories of common use. Clothes and clothing accessories for practice of sports
Chile	DUFFS		12.09.15	25	
China	DUFFS	1273644	Expired 13.05.09		
Costa Rica	DUFFS	115335	Expired 19.08.09	25	
Czech Republic	DUFFS	264280	Expired 14.08.12	25 & 28	25 - Footwear, Clothing and Clothes 28 - Equipment for gymnastics and sport.
Ecuador	DUFFS				
Germany	DUFFS	39617603.8	Expired 1.05.12	14, 25 & 26	14- Watches 25 - Clothing 26 - Lace and patches
Hong Kong		16319/2000	3.03.17	25	Clothing, footwear, headgear.
Japan	DUFFS	5127960	11.04.18		
Korea	DUFFS	330915	9.01.16	18, 25 28	18 - umbrellas 25 - loafers, lace boots, leather



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									shoes, winter boots, track and field shoes, mountaineering boots, work shoes and boots, overshoes, vinyl shoes, basketball shoes, sandals, golf shoes, baseball shoes, boxing shoes, slippers, rain boots, hockey shoes, handball shoes 28 - skateboards
Mexico	DUFFS SHOES	599929	Expired 2009						
New Zealand	DUFFS	266482	30.08.17				25		Clothing & footwear.
Panama	DUFFS	159455	05.03.17				25		Clothing and accessories for clothing.
Peru	DUFFS	0053931	Expired 16.04.09				25		
Russia	DUFFS	230323	Expired 16.07.11						
Slovak Republic	DUFFS	2497-2002 Registration Number 205011	28.08.12				25 & 28		25 - footwear, clothing & apparel 28 - articles for gymnastic and sports.
Slovenia	DUFFS	200271036	26.07.12				25 & 28		25- clothing, footwear 28- sporting articles not included in other classes
South Africa	DUFFS	96/12919	Unknown.						
Switzerland	DUFFS	440862	30.08.16				25		
Taiwan	DUFFS	791318	31.12.17				25		25- Clothing, paints, shirts, shoes and boots
Thailand	DUFFS	318213 / TM68761	23.09.16				25		Shirt, sport shirt, brassier, shoe, sport shoe, pants, underwear, sport pants.
Canada	DUFFS	499764 Application Number 0820931	31.08.13						Clothing, clothing accessories and footwear.
	DUFFS	524605 Application Number 0890330	9.03.15						
	DUFFS	608623 Application Number 1159711	27.04.19						
	DUFFS	614,561 Application Number 1,153,380	9.07.19						
Philippines	DUFFS	4-2005-005056	Expired				25		Clothing
European Union (CTM)	DUFFS	2438059	05.11.21				25		Clothing, footwear, headgear

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					18.03.13	3100708			25	Clothing, clothing accessories, footwear
					25.11.12	2950426			25	Footwear, namely, shoes and boots; skateboarding shoes, sneakers, snowboarding boots and hiking boots; clothing, namely, shirts, shorts, pants, jackets, T-shirts, shell jackets, cargo jackets, sweatshirts, sweatpants and socks; and, sporting wear, namely, snow suits and snowboarding suits, pants, jackets, tops and hats; wallets, belts, back packs and duffel bags; hats; and beanies.
					31.07.12	011085602			25	Clothing, footwear, headgear
					28.07.19	2522352	  		25	Clothing, footwear, headgear; caps; peaks; hats; beanies; sun visors; headbands; bandanas; wristbands; belts [clothing]; money belts [clothing]; beach shoes; boots; boots for sports; skateboarding shoes; sneakers; snowboarding boots; hiking boots; sandals; clothing of imitations of leather; clothing of leather; camisoles; vests; tee-shirts; shirts; skirts; leggings; trousers; shorts; pajamas; suits; snow suits; snowboarding suits; waistcoats; outerclothing; coats; parkas; duffel coats; knitwear; jackets; hoods; jerseys; sports jerseys; jumpers; pullovers; sweaters; waterproof clothing; ear muffs; mittens; gloves; scarves; shawls; tights; socks; pants; underpants; underwear; bathing suits; bathing trunks; swimsuits.
						3847484 Serial Number 77922061			IC: 25 US: 22 & 39	Footwear; caps; cap peaks; hats; beanies; sun visors; headbands; bandanas; wristbands; belts; money belts; beach shoes; boots; boots for sports; skateboarding shoes; sneakers; snowboarding boots; hiking boots; sandals; clothing, namely, belts of imitations of leather; clothing, namely, belts, jackets, coats, shoes and boots of leather, leather headwear, camisoles; vests; tee-shirts; shirts; skirts; leggings; trousers; shorts; pajamas; suits; snow suits; snowboarding suits; waistcoats.
United Kingdom										
United States										

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						coats; parkas; duffel coats; jackets; hoods; jerseys; sports jerseys; jumpers; pullovers; sweaters; waterproof clothing, namely, jackets and coats; ear muffs; mittens; gloves; scarves; shawls; tights; socks; pants; underpants; underwear; bathing suits; bathing trunks; swimsuits.
		2939601 Serial Number 78187871	Status = cancelled	IC: 25 US: 22 & 39	Footwear, namely, shoes and boots, skateboarding shoes, sneakers, snowboarding boots and hiking boots; clothing, namely, shirts, shorts, pants, jackets, t-shirts, shell jackets, cargo jackets, sweatshirts, sweatpants and socks; and, sporting wear, namely, snow suits and snowboarding suits, pants, jackets, tops and hats; belts; hats; and beanies.	
	DUFFS	1907434 Serial Number 74518826	-	IC: 25 US: 39	Clothing, namely footwear, shirts and pants	
		2975622 Serial Number 78227663	-	IC: 25 US: 22 & 39	Clothing and clothing accessories, namely jeans, wool hats, toques, baseball caps, socks, long sleeve t-shirts; short sleeve t-shirts, sweatshirts; Footwear, namely athletic and casual shoes, sandals.	

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EXECUTED AS A DEED by)
DUFF BRANDS LIMITED)
acting by its director **ROLF MUNDING**)
in the presence of:)



Director

Witness signature: 

Witness name: **JONATHAN WILDE**

Witness address: **Wilde Law
Charles House
18 - 21 Charles Street
Truro
TR1 2PQ**

EXECUTED AS A DEED by)
M AND M DIRECT LIMITED)
acting by its director,)
_____)
in the presence of:)

Director

Witness signature:

Witness name:

Witness address: