

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sale Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gio Goi Brands Limited		01/31/2013	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	JD Sports Fashion plc		
Street Address:	Hollinsbrook Way		
Internal Address:	Pilsworth		
City:	Bury		
State/Country:	UNITED KINGDOM		
Postal Code:	BL9 8RR		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3571059	GG	
Registration Number:	4250309	GIO-GOI	
Registration Number:	3250144	GIOGOI	
Registration Number:	3891682	GIO-GOI	
CORRESPONDENCE DATA			
Fax Number:	7038164100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-816-4009		
Email:	dmb@nixonvan.com, lsp@nixonvan.com		
Correspondent Name:	Duane M. Byers		
Address Line 1:	901 North Glebe Road, 11th Floor		
Address Line 2:	Nixon & Vanderhye P.C.		
Address Line 4:	Arlington, VIRGINIA 22203		
ATTORNEY DOCKET NUMBER:	DMB-5027-156		

OP \$1115.00 3571059

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TRADEMARK
REEL: 005004 FRAME: 0448

DOMESTIC REPRESENTATIVE

Name: Duane M. Byers
Address Line 1: 901 North Glebe Road, 11th Floor
Address Line 2: Nixon & Vanderhye
Address Line 4: Arlington, VIRGINIA 22203

NAME OF SUBMITTER:	Duane M. Byers
Signature:	/Duane M. Byers/
Date:	04/11/2013

Total Attachments: 43

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EXECUTION VERSION

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Sale Agreement

between

GIO GOI LIMITED (in administration),
GIO GOI BRANDS LIMITED (in administration) and
GIO GOI RETAIL LIMITED (in administration)

as Vendors

JD SPORTS FASHION PLC

as Purchaser

and

THE ADMINISTRATORS

as Administrators

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

Addleshaw Goddard LLP
DATE *15/02/2013*
ADDLESHAW GODDARD LLP

Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

TRADEMARK
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THIS AGREEMENT is dated the 31st day of and January 2013 made

BETWEEN:

- (1) **GIO GOI LIMITED (IN ADMINISTRATION)** ("Limited") registered in Scotland as company number SC279226, **GIO GOI BRANDS LIMITED (IN ADMINISTRATION)** ("Brands") registered in Scotland as company number SC279230 and **GIO GOI RETAIL LIMITED (IN ADMINISTRATION)** ("Retail") registered in Scotland as company number SC373343 (each a "Vendor" and together the "Vendors") and each having its registered office at 13 Melville Street, Edinburgh EH3 7PE acting by its joint administrators Jane Bronwen Moriarty and Colin Michael Trevethyn Haig both of KPMG LLP, 8 Salisbury Square, London EC4Y 8BB (the "Administrators");
- (2) **JD SPORTS FASHION PLC**, (the "Purchaser"), registered in England and Wales as company number 01888425 and having its registered office at Hollinsbrook Way, Pilsworth, Bury BL9 8RR; and
- (3) **THE ADMINISTRATORS**.

BACKGROUND:

- (A) By the Debentures, each Vendor granted fixed and floating charges over its respective property, assets and undertaking to the Bank.
- (B) By an appointment of the Bank pursuant to paragraph 14 Schedule B1 to the Insolvency Act 1986, (the "Appointment"), the Administrators were appointed joint administrators of the Vendors and, during the period for which the Appointment is in force, the affairs, business and property of the Vendors are to be managed by the Administrators, and any act required or authorised under any enactment to be done by the Administrators may be done by any of them.
- (C) Each of the Debentures have been assigned to the Purchaser pursuant to the Deed of Assignment.
- (D) The Vendors are companies incorporated with limited liability.
- (E) Each of the Vendors wishes to sell and assign and the Purchaser wishes to purchase and accept whatever right, title and interest each Vendor may have in the Assets on and subject to the terms and conditions set out below.

THE PARTIES AGREE THAT:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement (including the background), unless the context otherwise requires:

"Administrators' Solicitors" means Simmons & Simmons LLP of CityPoint, One Ropemaker Street, London EC2Y 9SS;

"Assets" means the assets specified in clause 2;

"Assignment" means the assignment entered into between the Bank, the Purchaser, the Administrators and Gio Goi Brands Limited (in Administration) dated 29 January 2013;

"Assignment in Security" means the trademark assignment in security granted in favour of the Bank and assigned to the Purchaser pursuant to the Assignment;

"Bank" means Santander UK plc;

"Brands Debenture" means a debenture granted by Brands to the Bank dated 29 July 2011 and registered with the Registrar of Companies on 11 August 2011;

"Brands VAT" means the VAT payable by the Purchaser in respect of the Consideration payable to Brands;

"Business Day" means a day other than Saturday or Sunday on which banks are open for ordinary business in the City of London;

"Completion" means completion of the sale and purchase of the Assets hereby agreed to be made under clause 4;

"Completion Date" means the date of this Agreement;

"Debentures" means the Limited Debenture, the Brands Debenture and the Retail Debenture;

"Deed of Assignment" means the deed of assignment of debt and security entered into between the Purchaser and the Bank and dated 29 January 2013;

"Designs" means any registered or unregistered rights in any designs (together with the benefit but subject to the burden of any licences consents or permissions relating to them which the Vendors are entitled to assign) owned by the Vendors as at the Completion Date, including (without limitation) those registered designs listed in schedule 5, such rights in any patterns or drawings and any design archive whether stored electronically or otherwise;

"Domain Names" means those Internet domain names listed in schedule 2 to this Agreement;

"Encumbrance" includes any interest or equity of any person, and whether arising by operation of law, contract or otherwise including, without limitation, any right to acquire, option or right of pre-emption, mortgage, charge, pledge, lien, assignment, hypothecation or other priority interest, retention of title clause or arrangement, trust, lease or sale and leaseback arrangement, flawed asset agreement, set off or any other agreement or arrangement whatsoever having the same commercial or economic effect as a security interest or an encumbrance on title in any property, assets or rights of whatsoever nature and any agreement, option or arrangement for any of the foregoing;

"Excluded Images" means such images as are subject to a claim made by Anthony Donnelly, Christopher Donnelly, Dedicated (UK) Limited or Reputational Risk Limited against any of the Vendors;

"Intellectual Property" means the Trade Marks; the Designs; the Domain Names; trade or business names; patents; copyright (including rights in computer software and websites and website content) image rights and topography rights; know-how; secret formulae and processes; lists of suppliers and customers and other confidential and/or proprietary knowledge and information; rights protecting goodwill and reputation; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world (together with the benefit but subject to the burden of any licences consents or permissions relating to them which the Vendors are entitled to assign) owned by the Vendors as at the Completion Date and including any goodwill

relating to any such Intellectual Property, but excluding any such rights in and to the Excluded Images;

“Letter of Release” means a letter by Brands to the Purchaser duly executed on behalf of Brands in the form set out in schedule 5;

“Liabilities” means all and any costs, claims, actions, charges, penalties, expenses, damages, debts, interest, demands, undertakings, obligations, losses or liabilities (whether actual, prospective or contingent) of whatsoever nature;

“Limited Debenture” means the debenture granted by Limited to the Bank dated 29 July 2011 and registered with the Registrar of Companies on 5 August 2011;

“Non-Brands VAT” means the VAT payable by the Purchaser in respect of the Consideration payable to Limited and Retail;

“Pentland Floating Charge” means the floating charge granted by Brands and Limited to Pentland Group PLC dated 10 December 2008 and registered with the Registrar of Companies on 23 December 2008;

“Retail Debenture” means the debenture granted by Retail to the Bank dated 29 July 2011 and registered with the Registrar of Companies on 11 August 2011;

“Trade Marks” means the registered trade marks and trade mark applications owned by the Vendors and listed in schedule 3;

“Transfer” means the transfer of the Assets pursuant to this Agreement; and

“VAT” means value added tax.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (A) words and phrases, the definitions of which are contained or referred to in the Companies Act 2006, the Insolvency Act 1986 and in the Insolvency Rules 1986 shall be construed as having the meanings so attributed to them;
- (B) references to statutory provisions or regulations shall be construed as references to those regulations or provisions as amended or re-enacted or as their application is modified by other provisions or regulations from time to time and shall include references to any provisions or regulations of which they are re-enactments (whether with or without modification);
- (C) references to clauses and schedules are references to clauses hereof and schedules hereto, references to sub-clauses or paragraphs are, unless otherwise stated, references to sub-clauses of the clause or paragraphs of the schedule in which the reference appears, and references to this Agreement include the schedules and any document in agreed terms;
- (D) references to any document being in agreed terms are to that document in the form signed or initialled by or on behalf of the parties for identification;
- (E) references to the singular shall include the plural and vice versa and reference to the masculine, the feminine and the neuter shall include all such genders; and

- (F) the Purchaser's liability under any indemnities given in this Agreement in favour of the Vendors shall only apply in respect of any payments which if payable by any of the Vendors would rank as an expense of the administration of such Vendor in accordance with paragraph 99 of Schedule B1 to the Insolvency Act 1986 and/or Rule 2.67 of the Insolvency Rules 1986.

1.3 **Joint and several liabilities**

All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person in this Agreement are given or entered into jointly and severally.

1.4 **Headings**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 **Schedules**

Each of the schedules to this Agreement shall have effect as if set out in this Agreement.

2. **SALE AND PURCHASE OF THE ASSETS**

2.1 **Sale**

Subject to the terms of this Agreement, the Vendors shall sell and assign and the Purchaser shall purchase and accept with effect from the Completion Date whatever right, title and interest any of the Vendors may have at that time in the Intellectual Property.

2.2 **Exclusions**

- (A) The sale, purchase and assignment in this Agreement shall not include the Excluded Images.
- (B) In the event that the Administrators determine (at their sole discretion) in due course that any of the Excluded Images are owned by the Vendors (any such Excluded Images being "Retained Images"), the Vendors shall not assign, sell, transfer, mortgage, charge, encumber, grant options over or otherwise dispose of any of such Retained Images without the written consent of the Purchaser.
- (C) For the avoidance of doubt, nothing in this clause 2.2 shall prevent the Administrators from determining or admitting (at their sole and absolute discretion and for any reason whatsoever) any claim made against any of the Vendors in respect of any of the Excluded Images.

2.3 **Risk**

Risk in respect of the Assets agreed to be sold and purchased shall pass to the Purchaser on the date of this Agreement.

3. **CONSIDERATION**

3.1 **Amount**

The consideration for the sale and purchase of the Assets shall be in aggregate the sum of £1,200,000.

3.2 **Timing of payment**

- (A) The Consideration payable for the Assets specified in clause 3.1 (plus the Non-Brands VAT) shall be paid by the Purchaser in full on Completion.
- (B) The Brands VAT shall be paid by the Purchaser upon delivery by the Vendors of the Brands VAT Invoice in accordance with clause 4.3 below.

3.3 **Form of payment**

Payment shall (unless otherwise agreed in writing by the parties) be made in accordance with clause 10.2.

4. **COMPLETION**

4.1 **Date and place of Completion**

Completion shall take place on the Completion Date at the offices of the Administrators' Solicitors or at such other time and place as the Administrators and the Purchaser shall agree.

4.2 **Completion obligations**

On Completion:

- (A) The Vendors shall, subject to the due performance by the Purchaser of its obligations under sub-clause 4.2(B), deliver or cause to be delivered to the Purchaser:
 - (1) deeds duly executed by the Purchaser releasing the Assets from the security of the Debentures to the extent the Assets are charged under the Debentures;
 - (2) a VAT invoice in respect Non-Brands VAT;
 - (3) the Letter of Release; and
 - (4) a deed duly executed by Pentland Group PLC releasing the Assets from the security of the Floating Charge to the extent the Assets are charged under the Floating Charge.
- (B) The Purchaser shall comply with its obligations under clause 3.

4.3 **Post-Completion obligations**

As soon as reasonably practicable following Completion, Brands shall, subject to the due performance by the Purchaser of its obligations under sub-clause 4.2(B), deliver or cause to be delivered to the Purchaser a copy of its certificate of registration for VAT together with a VAT invoice in respect of the Brands VAT (the "Brands VAT Invoice").

5. **PURCHASER'S COVENANTS AND WARRANTIES**

5.1 **Warranties by Purchaser**

The Purchaser hereby warrants to the Vendors and the Administrators and each of them that:

- (A) the Purchaser is validly incorporated, in existence and duly registered, under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to enter into this Agreement, to consummate the transactions contemplated by it and to perform fully its obligations in accordance with the terms of this Agreement and has obtained all necessary sanctions or consents; and
- (B) this Agreement constitutes the binding obligations of the Purchaser enforceable against it in accordance with its terms and has been duly authorised by all necessary corporate action.

6. **VALUE ADDED TAX**

All amounts expressed in this Agreement as payable by the Purchaser are expressed exclusive of any VAT which may be chargeable thereon.

7. **NO RIGHT OF SET OFF**

All monies payable by any party under this Agreement shall be payable without any set-off, counterclaim, retention or deduction, any right to which is expressly and unconditionally waived.

8. **ADMINISTRATORS NOT PERSONALLY LIABLE**

8.1 **No liability**

The Administrators shall incur no personal liability under or by virtue of this Agreement or any document executed pursuant hereto, nor in relation to any related matter or related claim whatsoever and wherever arising and whether in tort, contract or any other right or remedy.

8.2 **Administrators agents of the Vendors**

The Administrators are agents of the Vendors and shall incur no personal liability by reason of their acting in that capacity.

8.3 **Administrators rights preserved**

Nothing in this Agreement shall operate to restrict or affect in any way any right of the Administrators to any indemnity, charge, lien or assurance to which by contract or statute the Administrators are entitled.

9. **EXCLUSION OF REPRESENTATIONS AND WARRANTIES**

The provisions of schedule 1 shall have effect as if set out herein.

10. **PROVISIONS RELATING TO THIS AGREEMENT**

10.1 **Disputes**

- (A) Any disputes arising from the provisions of this Agreement shall if agreed between the parties (each acting reasonably) be referred for determination by an appropriate expert, to be appointed in accordance with sub-clause (B) below, who shall act as expert not as an arbitrator and whose fees and expenses in doing so shall be borne between the Vendors and the Purchaser as he directs. The expert shall have the power to cross-examine witnesses and may order security for costs.

The expert shall produce a written determination which need not include the reasons for his determination.

- (B) All disputes arising in relation to the amounts payable under this Agreement should be referred to an independent chartered accountant agreed upon by each of the parties or, in default of such agreement, nominated at the request of any party by the President for the time being of the Institute of Chartered Accountants for England and Wales. All other disputes should be referred to an appropriate expert agreed upon by each of the parties or, in default of such agreement, nominated at the request of any party by the President for the time being of the Law Society for England and Wales.
- (C) Each of the parties hereto agree that the decision of the expert shall be final and binding and, save in the case of manifest error, not subject to review by the Courts of England and Wales. Interest shall be payable on any sums awarded following such expert determination and shall be calculated from the date of publication of the award until the date of payment at a rate to be determined by the expert.

10.2 Payments under this Agreement

All and any amounts payable by the Purchaser pursuant to this Agreement shall be paid in cash and made by telegraphic transfer or other direct transfer to the credit of the Administrators' Solicitors' client account. The details of the Administrators' Solicitors client account to which payments under this Agreement are to be made are as follows:

Address: Coutts & Co
 Head Office
 440 Strand
 London WC2R 0QS

Sort Code: 18-00-02

Account Number: 05124301

10.3 Confidentiality

- (A) Subject to the provisions of sub-clauses (B) and (C) below each party:
 - (1) shall treat as strictly confidential and used solely for the purposes contemplated by this Agreement all documents, materials and other information obtained pursuant to this Agreement and any information relating to the negotiations or the provisions or subject matter of, this Agreement ("Confidential Information"); and
 - (2) shall not except with the prior written consent of any of the other publish or otherwise disclose to any person any Confidential Information except for the purposes contemplated by this Agreement.
- (B) Each party may disclose Confidential Information which would otherwise be subject to sub-clause (A) above if and only to the extent that it can demonstrate that:
 - (1) such a disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it, wherever situated (and including, without limitation, the London Stock Exchange) and whether or not the requirements have the force of law;

- (2) the Confidential Information was lawfully in its possession prior to its disclosure by the other party (as evidence by written records) and had not been obtained from another party to this Agreement;
- (3) the Confidential Information has come into the public domain other than through its fault or the fault of any person to whom the Confidential Information has been disclosed in accordance with sub-clause (C) below,

provided that any such disclosure shall not be made without consultation with the other party.

- (C) The Administrators may disclose Confidential Information which would otherwise be subject to sub-clause (A) above to the holder of the Debentures and to any liquidator and to show appropriate figures in their administration records, accounts and returns.
- (D) Each party may for the purposes contemplated by this Agreement disclose Confidential Information to the following persons or any of them:
 - (1) its professional advisers, auditors, bankers and insurers, acting as such; and
 - (2) its directors, employees and agents;
- (E) The restrictions contained in this clause 10.3 shall survive the termination of this Agreement.

10.4 **Assignment**

This Agreement shall be binding upon and ensure for the benefit of the successors of the parties but shall not be assignable.

10.5 **Whole agreement**

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties hereto relating to its subject matter and no variations hereof shall be effective unless made in writing. Without prejudice to the generality of the foregoing the Purchaser acknowledges that it has not entered into this Agreement in reliance upon any promise, representation or assurance.

10.6 **Agreement survives completion**

The provisions of this Agreement, in so far as the same shall not have been performed at Completion, shall remain in full force and effect notwithstanding Completion.

10.7 **Further assurance**

At any time after the date hereof the Vendors (as far as they are able) shall, at the request and cost of the Purchaser, execute such documents and do such acts and things as the Vendors may agree for the purpose of vesting the respective Assets hereby agreed to be sold in the Purchaser or its nominees and/or otherwise giving to the Purchaser the full benefit of all the provisions of this Agreement provided that this shall not oblige the Vendors or the Administrators or any of them to become party to any litigation or arbitration proceedings and provided further that no document executed pursuant to this clause shall confer or have the effect of conferring on the Purchaser any additional right(s) not conferred by this Agreement against the Vendors and/or the Administrators or any of them.

10.8 **Invalidity**

If any provision of this Agreement shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.

10.9 **Costs**

Each party shall bear its own costs arising out of or in connection with the preparation, negotiation and implementation of this Agreement.

10.10 **Counterparts**

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same document.

10.11 **Deed**

The parties each intend this Agreement to be a deed and agree to execute and deliver it as a deed and it shall operate as an assignment of any of the Assets where an assignment is required to transfer title to the Purchaser.

10.12 **Notices**

Any notice required to be given hereunder shall be in writing and shall be served by sending the same by prepaid first class post or facsimile or by delivering the same by hand to the relevant address stated at the head of this Agreement or to such other address as any of the parties may notify to the others for the purposes of this Agreement. All notices shall be deemed to have been served as follows:

- (A) if personally delivered, at the time of delivery;
- (B) if by post, as provided in this sub-clause, 12 hours after despatch; and
- (C) If by facsimile, as provided in this sub-clause, at the time of despatch.

In proving service it will be sufficient to prove, in the case of a letter sent by post, that such letter was properly stamped, addressed and placed in the post, in the case of a letter delivered by hand, that the same was actually delivered to or left at the address in question and, in the case of a facsimile, that such facsimile was transmitted to a current facsimile number of the addressee.

11. **LAW AND JURISDICTION**

11.1 **English law**

This Agreement shall be governed by, and construed in accordance with, English law.

11.2 **Jurisdiction**

In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement ("Proceedings") each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum.

12. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

IN WITNESS WHEREOF the parties have executed this Agreement as a deed the day and year first above written.

SCHEDULE 1 : EXCLUSIONS (GENERAL)

1. The interest in the Assets which the Vendors sell and the Purchaser buys is such right, title and interest as the Vendors may have on the Completion Date and references to the Assets shall mean such right, title and interest.
2. All representations, warranties and conditions, express or implied and whether statutory or otherwise, are expressly excluded in relation to the sale of the Assets. In particular there shall be excluded, without limitation, warranties and conditions as to title, quiet possession, satisfactory quality, fitness for any particular purpose or description and, with respect to any supply of a service or engagement, any warranty or condition with respect to the standard of care, the time of performance or the consideration, either as regards the Assets or any asset the use of which by the Purchaser may be permitted hereunder.
3. Nothing in any of the schedules to this Agreement shall constitute a warranty in respect of any of the Assets. Any list of any part of the Assets is by way of guidance only and is not an exhaustive or complete list of the items in question.
4. The Assets are sold in their present state and condition, and whereabouts, and subject to all faults, Encumbrances, Liabilities or claims of third parties over them or in respect of their use, the cost of discharging or compromising any or all of which shall be for the account of the Purchaser.
5. The Purchaser acknowledges and agrees that it has satisfied itself as to the state, condition and whereabouts of the Assets and as to their fitness for such purpose or purposes as the Purchaser may intend to use them as well as to their correspondence with any description given or to be implied and with respect to any service to be provided, the nature of such service and the terms on which it is required to be provided. It is accepted that no reliance has been placed in this regard on any statement, or silence, of the Vendors or of the Administrators or of their employees, advisers, valuers, agents, partners or representatives.
6. The exclusions of liability in this Agreement shall arise and continue notwithstanding the termination of the Administrators' agency, whether before or after the signing of this Agreement, and shall operate as unconditional waivers of any claims in tort as well as under the law of contract. Such exclusions shall be in addition to, and not in substitution for any right of indemnity or relief otherwise available.
7. The Purchaser agrees that the provisions of this Agreement, in particular those in this schedule, are fair and reasonable in the circumstances of the insolvency of the Vendors and accord with normal practice on administration sales. This is the case in particular in the light of the fact that:
 - (A) the Purchaser has had the opportunity to inspect and investigate title to the Assets and the Purchaser is aware of the need to rely on that opportunity by reason of the absence of representations and warranties;
 - (B) the Vendors are insolvent and face the constraints of selling necessarily imposed on it in that circumstance; and
 - (C) the knowledge of the Assets available to the Administrators and their partners, staff and advisers is necessarily limited.
8. The Purchaser accepts and undertakes that it will not use any plant, equipment or items comprised in the Assets unless and until it is safe, nor will the Purchaser use such plant,







equipment or items or cause it to be used without reference to all relevant manuals and records.

9. The Purchaser accepts and agrees that it shall be its responsibility, and at its expense, to apply for and obtain all necessary or appropriate licences, protection orders, legally required consents, permits and rights to use or have the benefit of the Assets (including, without limitation, any licences that may be required to use the Excluded Images) and undertakes to indemnify the Vendors and the Administrators and each of them against any Liability relating to or arising from the use of the Assets by the Purchaser in breach of any duty or requirement of whatever kind or howsoever and whenever arising.
10. Nothing in this Agreement requires the Vendors or the Administrators to discharge in whole or in part any Liabilities of the Vendors.
11. If any of these provisions is held not to be valid but would be valid if part of the wording were deleted or modified then such provision shall apply with such modification as may be necessary to make it enforceable.







SCHEDULE 2 : THE DOMAIN NAMES

giogoi.eu
gio-goi.eu
giogoi.mobi
gio-goi.mobi
gio-goi.com
giogoi.com
giogoi.co.uk
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gio-goi.at
gio-goi.lu
gio-goi.se
giogoi.se
giogoi.lu
gio-goi.es
giogoi.es
gio-goi.dk
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giogoi.no.com
gio-goi.no.com
giogoi.hk
gio-goi.hk
giogoi.cn
giogoi.jp
gio-goi.jp







SCHEDULE 3: THE TRADE MARKS

Country	Mark	Application No.	Date Filed	Registration No.	Date Registered	Case Status	International Classes	Proprietor	Renewal Date	Status as at 19th January 2013
Australia	GIO-GOI [WORD]	IR/959166	04-Mar-2008	959166	04-Mar-2008	Protected	9	Gio Goi Brands Limited	04-Mar-2018	Protected
Australia		IR/966300	03-Apr-2008	966300	19-Nov-2008	Protected	9	Gio Goi Brands Limited	03-Apr-2018	Protected
Australia		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)	1001553	15-Dec-2009	Protected	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected
Australia		IR/937060	04-Mar-2008	937060	20-May-2009	Protected	9	Gio Goi Brands Limited	06-Jun-2017	Protected
Australia		IR/967980	10-Mar-2008 (priority 26-Feb-2008)	967980	03-Dec-2008	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
Australia		IR/964605	10-Mar-2008 (priority 26-Feb-2008)	964605	06-Nov-2008	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
Australia		830119744	28-Nov-2008 (priority 22-Oct-2008)	830119744	22-Feb-2012	Registered	18	Gio Goi Brands Ltd	22-Feb-2022	Registered







TRADE MARK
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Brazil		830119752	28-Nov-2008 (priority 22-Oct-2008)	830119752	22-Feb-2012	Registered	25	Gio Goi Brands Ltd	22-Feb-2022	Registered
Brazil		830119639	28-Nov-2008 (priority 22-Oct-2008)	830119639	30-Aug-2011	Registered	35	Gio Goi Brands Ltd	30-Aug-2021	Registered
Cambodia		33092/09	16-Feb-2009 (priority 22-Oct-2008)	31488/09	21-May-2009	Registered	25	Gio Goi Brands Ltd	22-Oct-2018	Registered
Canada	GIOGOI [WORD]	1248133	22-Feb-2005	TMA707,8 41	20-Feb-2008	Registered	3, 25	Gio Goi Brands Ltd	20-Feb-2023	Registered
Canada		1366622	09-Oct-2007	TMA82338 1	04-May-2012	Registered	Covers all 10 classes	Gio Goi Brands Limited	04-May-2027	Registered
Canada		1551140	08-Nov-2011			Pending	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd		Pending
Canada		1420406	02-Dec-2008 (priority 22-Oct-2008)	TMA81317 5	01-Dec-2011	Registered	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	01-Dec-2026	Registered
Canada	GIO-GOI [WORD]	IR/959166	04-Mar-2008	959166	04-Sep-2009	Protected	9	Gio Goi Brands Limited	04-Mar-2018	Protected







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China	GIO-GOI [WORD]	6093004	06-Jun-2007 (priority 06-Dec-2006)	6093004	14-Jan-2011	Registered	25	Gio Goi Brands Ltd	13-Jan-2021	Registered
China		IR/966300	03-Apr-2008	966300	03-Oct-2009	Protected	9	Gio Goi Brands Limited	03-Apr-2018	Protected
China		7883327	03-Dec-2009			Pending	14	Gio Goi Brands Limited		Under official objection review - submitted
China		6093005	06-Jun-2007 (priority 06-Dec-2006)	6093005	14-Jan-2011	Registered	25	Gio Goi Brands Ltd	13-Jan-2021	Registered
China		IR/937060	06-Jun-2007 (priority 06-Dec-2006)	937060	06-Dec-2008	Protected	9, 14, 18 & 25	Gio Goi Brands Ltd	06-Jun-2017	Protected
China		IR/967980	10-Mar-2008 (priority 26-Feb-2008)	967980	10-Sep-2009	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
China		IR/964605	10-Mar-2008 (priority 26-Feb-2008)	964605	10-Sep-2009	Protected	3, 9, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected

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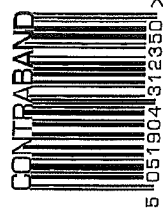
China		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)			Pending	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd		Pending awaiting outcome of refusal review
European Community	GIO-GOI [WORD]	IR/959166	04-Mar-2008	959166	20-Apr-2009	Protected	9	Gio Goi Brands Limited	04-Mar-2018	Protected
European Community	GIO-GOI [WORD]	1653179	05-May-2000	1653179	30-Sep-2002	Registered	3, 25, 38, 41	Gio Goi Brands Ltd	05-May-2020	Registered
European Community	GIO-GOI [WORD]	9107699	17-May-2000	9107699	02-Nov-2010	Registered	3, 14, 25, 35	Gio Goi Brands Ltd	17-May-2020	Registered
European Community		4246153	21-Feb-2005	4246153	14-Mar-2006	Registered	9, 14 & 18	Gio Goi Brands Ltd	21-Feb-2015	Registered
European Community		5973029	06-Jun-2007 (priority 06-Dec-2006)	5973029	23-Jul-2008	Registered	3, 25 & 35	Gio Goi Brands Ltd	06-Jun-2017	Registered
European Community		6021661	20-Jun-2007	6021661	16-May-2008	Registered	3, 25, 35	Gio Goi Brands Ltd	20-Jun-2017	Registered
European Community		6021711	20-Jun-2007	6021711	16-May-2008	Registered	3, 25, 35	Gio Goi Brands Ltd	20-Jun-2017	Registered
European Community		5397773	18-Oct-2006	5397773	24-Apr-2008	Registered	25, 35	Gio Goi Brands Ltd	18-Oct-2016	Registered

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European Community		IR/937060	04-Mar-2008	937060	27-Jul-2009	Protected	9	Gio Goi Brands Limited	06-Jun-2017	Protected
European Community		IR/921602	11-Apr-2007 (priority 17-Oct-2006)	921602	21-Apr-2008	Protected	25	Gio Goi Brands Ltd	11-Apr-2017	Protected
European Community		IR/967980	10-Mar-2008 (priority 26-Feb-2008)	967980	06-Jul-2009	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
European Community		IR/964605	10-Mar-2008 (priority 26-Feb-2008)	964605	27-May-2009	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
European Community		7334196	22-Oct-2008	7334196	25-Sep-2009	Registered	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	22-Oct-2018	Registered
European Community		8581639	29-Sep-2009	8581639	27-Apr-2011	Registered	3, 25, 35	Gio Goi Brands Ltd	29-Sep-2019	Registered

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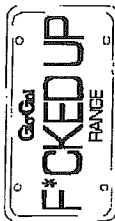

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European Community		9264474	22-Jul-2010	9264474	11-Mar-2011	Registered	3, 9, 14, 18, 25, 35	Gio Goi Brands Ltd	22-Jul-2020	Registered
European Community		9264508	22-Jul-2010	9264508	11-Mar-2011	Registered	3, 9, 14, 18, 25, 35	Gio Goi Brands Ltd	22-Jul-2020	Registered
European Community		4245965	21-Feb-2005	4245965	04-Sep-2006	Registered	18, 25, 33	Goi Goi Brands Ltd	21-Feb-2015	Registered
European Community	CONTRABAND [WORD]	4214541	23-Dec-2004	4214541	23-Mar-2006	Registered	9, 18, 25	Gio Goi Brands Ltd	23-Dec-2014	Registered
European Community	contrabrand	8844722	29-Jan-2010	8844722	14-Sep-2010	Registered	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	29-Jan-2020	Registered
European Community	 5 051904 312350 >	9252495	16-Jul-2010	9252495	22-Feb-2011	Registered	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	16-Jul-2020	Registered




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European Community	LIVE WHO YOU ARE [WORD]	8844599	29-Jan-2010 (priority 21-Jan-2010)	8844599	21-Nov-2011	Registered	18, 25, 35	Goi Goi Brands Ltd	29-Jan-2020	Registered
European Community	 REMEDY	9532491	18-Nov-2010	9532491	16-Jun-2011	Registered	3	Goi Goi Brands Ltd	18-Nov-2020	Registered
European Community		9789132	07-Mar-2011	9789132	17-Aug-2011	Registered	25	Goi Goi Brands Ltd	07-Mar-2021	Registered
European Community	 it is what it is	4245536	21-Feb-2005	4245536	14-Mar-2006	Registered	18, 25, 32	Goi Goi Brands Ltd	21-Feb-2015	Registered - not likely to renew
European Community		4245569	21-Feb-2005	4245569	14-Mar-2006	Registered	18, 25, 43	Goi Goi Brands Ltd	21-Feb-2015	Registered - not likely to renew
European Community		4245973	21-Feb-2005	4245973	14-Mar-2006	Registered	18, 25, 32	Goi Goi Brands Ltd	21-Feb-2015	Registered - not likely to renew

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European Community		4258001	25-Feb-2005	4258001	14-Mar-2006	Registered	3, 25, 33	Goi Goi Brands Ltd	25-Feb-2015	Registered - not likely to renew
European Community		4245577	21-Feb-2005	4245577	14-Mar-2006	Registered	18, 25, 33	Goi Goi Brands Ltd	21-Feb-2015	Registered - not likely to renew
European Community		4245817	21-Feb-2005	4245817	14-Mar-2006	Registered	18, 25, 32	Goi Goi Brands Ltd	21-Feb-2015	Registered - not likely to renew
European Community	'it's a crime not to be organised' <small>GIO GOI</small>	4245544	21-Feb-2005	4245544	14-Mar-2006	Registered	18, 25, 45	Goi Goi Brands Ltd	21-Feb-2015	Registered - not likely to renew
Hong Kong	GIO-GOI [WORD]	301064367	04-Mar-2008	301064367	20-Oct-2008	Registered	9	Gio Goi Brands Ltd	03-Mar-2018	Registered
Hong Kong	GIO-GOI [WORD]	300886311	06-Jun-2007 (priority Dec-2006)	300886311	18-Oct-2007	Registered	25	Gio Goi Brands Ltd	05-Jun-2017	Registered

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Hong Kong		301084608	02-Apr-2008	301084608	12-Nov-2008	Registered	9	Gio Goi Brands Ltd	01-Apr-2018	Registered
Hong Kong		300886230	06-Jun-2007 (priority Dec-2006)	300886230	18-Oct-2007	Registered	25	Gio Goi Brands Ltd	05-Jun-2017	Registered
Hong Kong		300886357	06-Jun-2007 (priority Dec-2006)	300886357	04-Dec-2007	Registered	9, 14, 28 & 25	Gio Goi Brands Ltd	05-Jun-2017	Registered
Hong Kong		300848854	11-April-2007 (priority Oct-2006)	300848854	03-Oct-2007	Registered	25	Gio Goi Brands Ltd	10-Apr-2017	Registered
Hong Kong		301073835	17-Mar-2008 (priority Feb-2008)	301073835	11-Nov-2008	Registered	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	16-Mar-2018	Registered
Hong Kong		301073826	17-Mar-2008 (priority Feb-2008)	301073826	11-Nov-2008	Registered	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	16-Mar-2018	Registered
Hong Kong		301249263	01-Dec-2008 (priority Oct-2008)	301249263	10-Jun-2009	Registered	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	30-Nov-2018	Registered

Iceland		IR/1001553	05-Mar-2009 (priority 22- Oct-2008)	1001553	06-Jan-2011	Protected	9, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected
India		1784720	12-Feb-2009 (priority 22- Oct-2008)	1784720	14-Feb-2012	Registered	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	12-Feb-2019	Registered
Indonesia		D00-2009- 005421	19-Feb-2009 (priority 22- Oct-2008)			Pending	25	Gio Goi Brands Ltd		Response to objections submitted
Japan	GIO-GOI [WORD]	IR/959166	04-Mar-2008	959166	31-Jul-2009	Protected	9	Gio Goi Brands Limited	04-Mar-2018	Protected
Japan	GIO-GOI [WORD]	2000- 052574	15-May-2000	4489899	13-Jul-2001	Registered	25	Gio Goi Brands Ltd	13-Jul-2021	Registered
Japan		IR/966300	03-Apr-2008	Protected	31-Jul-2009	Protected	9	Gio Goi Brands Limited	03-Apr-2018	Protected
Japan		2007- 056389	06-Jun-2007 (priority 06- Dec-2006)	5081968	05-Oct-2007	Registered	25	Gio Goi Brands Ltd	06-Apr-2017	Registered

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Japan		2006-100265	27-Oct-2006 (priority 18-Oct-2006)	5040880	13-Apr-2007	Registered	25	Gio Goi Brands Ltd	13-Apr-2017	Registered
Japan		IR/937060	04-Mar-2008	937060	09-Oct-2009	Protected	9	Gio Goi Brands Limited	06-Jun-2017	Protected
Japan		IR/921602	11-Apr-2007 (priority 17-Oct-2006)	921602	31-Oct-2008	Protected	25	Gio Goi Brands Ltd	11-Apr-2017	Protected
Japan		IR/967980	10-Mar-2008 (priority 26-Feb-2008)	967980	03-Aug-2012	Protected	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	10-Mar-2018	Protected
Japan		IR/964605	10-Mar-2008 (priority 26-Feb-2008)	964605	03-Aug-2012	Protected	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	10-Mar-2018	Protected
Japan		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)	1001553	05-Mar-2009	Protected	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected
Japan		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)	1001553	05-Mar-2009	Protected	9, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected

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Mexico		975203	20-Nov-2008 (priority 22-Oct-2008)	1098262	07-May-2009	Registered	25	Gio Goi Brands Ltd	20-Nov-2018	Registered
New Zealand		799175	19-Nov-2008 (priority 22-Oct-2008)	799175	21-May-2009	Registered	25	Gio Goi Brands Ltd	22-Oct-2018	Registered
Norway		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)	1001553	02-Nov-2009	Protected	9, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected
Russian Federation	GIO-GOI [WORD]	IR/959166	04-Mar-2008	959166	25-Feb-2009	Protected	9	Gio Goi Brands Limited	04-Mar-2018	Protected
Russian Federation	GIO-GOI [WORD]	200771678 1	06-Jun-2007 (priority 06-Dec-2006)	358437	26-Aug-2008	Registered	25	Gio Goi Brands Ltd	06-Jun-2017	Registered
Russian Federation		IR/966300	03-Apr-2008	966300	27-Apr-2009	Protected	9	Gio Goi Brands Limited	03-Apr-2018	Protected
Russian Federation		200771678 0	06-Jun-2007 (priority 06-Dec-2006)	368093	22-Dec-2008	Registered	25	Gio Goi Brands Ltd	06-Jun-2017	Registered








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Russian Federation		IR/937060	06-Jun-2007 (priority 06-Dec-2006)	937060	25-Aug-2008	Protected	9, 14, 18 & 25	Gio Goi Brands Ltd	06-Jun-2017	Protected
Russian Federation		IR/921602	11-Apr-2007 (priority 17-Oct-2006)	921602	27-Feb-2008	Protected	25	Gio Goi Brands Ltd	11-Apr-2017	Protected
Russian Federation		IR/967980	10-Mar-2008 (priority 26-Feb-2008)	967980	25-May-2009	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
Russian Federation		IR/964605	10-Mar-2008 (priority 26-Feb-2008)	964605	22-May-2009	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
Russian Federation		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)	1001553	05-Apr-2010	Protected	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected
Singapore	GIO-GOI [WORD]	IR/959166	04-Mar-2008	959166	04-Mar-2008	Protected	9	Gio Goi Brands Limited	04-Mar-2018	Protected
Singapore		IR/966300	03-Apr-2008	966300	26-Sep-2008	Protected	9	Gio Goi Brands Limited	03-Apr-2018	Protected
Singapore		IR/937060	04-Mar-2008	937060	04-Feb-2009	Protected	9	Gio Goi Brands Limited	06-Jun-2017	Protected

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Singapore		IR/967980	10-Mar-2008 (priority 26-Feb-2008)	967980	16-Oct-2008	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
Singapore		IR/964605	10-Mar-2008 (priority 26-Feb-2008)	964605	12-Sep-2008	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
Singapore		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)	1001553	26-Jan-2010	Protected	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected
South Africa		2008/27240	19-Nov-2008 (priority 22-Oct-2008)	2008/27240	04-Oct-2010	Registered	25	Gio Goi Brands Ltd	18-Nov-2018	Registered
South Korea	GIO-GOI [WORD]	IR/959166	04-Mar-2008	959166	06-May-2010	Protected	9	Gio Goi Brands Limited	04-Mar-2018	Protected
South Korea		IR/966300	03-Apr-2008	966300	26-Jan-2010	Protected	9	Gio Goi Brands Limited	03-Apr-2018	Protected
South Korea		40-2007-30563	06-Jun-2007 (priority 06-Dec-2006)	40-0812440	25-Jan-2010	Registered	25	Gio Goi Brands Ltd	25-Jan-2020	Registered
South Korea		IR/937060	06-Jun-2007 (priority 06-Dec-2006)	937060	04-Feb-2009	Protected	9, 14, 18 & 25	Gio Goi Brands Ltd	06-Jun-2017	Protected

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South Korea		IR/921602	11-Apr-2007 (priority 17-Oct-2006)	921602	11-Sep-2008	Protected	25	Gio Goi Brands Ltd	11-Apr-2017	Protected
South Korea		IR/967980	10-Mar-2008 (priority 26-Feb-2008)	967980	15-Jan-2010	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
South Korea		IR/964605	10-Mar-2008 (priority 26-Feb-2008)	964605	10-Mar-2008	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
South Korea		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)	1001553	03-Jan-2011	Protected	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected
Switzerland		IR/1001553	05-Mar-2009 (priority 22-Oct-2008)	1001553	05-Mar-2009	Protected	9, 25 & 35	Gio Goi Brands Ltd	n/a	Protected
Taiwan		097053913	24-Nov-2008 (priority 22-Oct-2008)	1374550	16-Aug-2009	Registered	25	Gio Goi Brands Ltd	15-Aug-2019	Registered
Thailand		721789	16-Feb-2008 (priority 22-Oct-2008)	Kor317129	16-Feb-2009	Registered	25	Gio Goi Brands Ltd	15-Feb-2019	Registered

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Turkey	GIO-GOI [WORD]	2009/35239	02-Jul-2009	2009/35239	07-Jun-2010	Registered	25	Gio Goi Brands Ltd	02-Jul-2019	Registered
Turkey		2007/31322	06-Jun-2007 (priority Dec-2006)	2007/31322	15-May-2008	Registered	25	Gio Goi Brands Ltd	06-Jun-2017	Registered
Turkey		2008/74604	30-Dec-2008 (priority Oct-2008)	2008/74604	19-Oct-2009	Registered	25	Gio Goi Brands Ltd	03-Dec-2018	Registered
Turkey		2009/35241	02-Jul-2009	2009/35241	07-Sep-2011	Registered	25	Gio Goi Brands Ltd	02-Jul-2019	Registered
United Arab Emirates		122964	27-Nov-2008 (priority Oct-2008)	150292	12-Sep-2011	Registered	9	Gio Goi Brands Ltd	27-Nov-2018	Registered
United Arab Emirates		122965	27-Nov-2008 (priority Oct-2008)	157213	20-Oct-2011	Registered	25	Gio Goi Brands Ltd	27-Nov-2018	Registered
United Arab Emirates		122966	27-Nov-2008 (priority Oct-2008)	150293	12-Sep-2011	Registered	35	Gio Goi Brands Ltd	27-Nov-2018	Registered
United Arab Emirates	GIOGOI [WORD]	1471928	30-Jul-1991	1471928	28-May-1993	Registered	25	Gio Goi Brands Ltd	30-Jul-2018	Registered








REGISTERED TRADE MARK
 REF: 005004 FRAME: 0481



United Kingdom	GIO-GOI [WORD]	2440755	06-Dec-2006	2440755	07-May-2010	Registered	3, 9, 14, 16, 18, 32, 33, 35 & 41	Gio Goi Brands Ltd	06-Dec-2016	Registered
United Kingdom		2440754	06-Dec-2006	2440754	07-May-2010	Registered	3, 9, 14, 16, 18, 32, 33, 35 & 41	Gio Goi Brands Ltd	06-Dec-2016	Registered
United Kingdom		2459094	21-Jun-2007	2459094	07-Mar-2008	Registered	3, 25, 35	Gio Goi Brands Ltd	21-Jun-2017	Registered
United Kingdom		2459095	21-Jun-2007	2459095	12-Sep-2008	Registered	3, 25, 35	Gio Goi Brands Ltd	21-Jun-2017	Registered
United Kingdom		2440756	06-Dec-2006	2440756	04-Jan-2008	Registered	9, 14, 18 & 25	Gio Goi Brands Ltd	06-Dec-2016	Registered
United Kingdom		2435722	17-Oct-2006	2435722	17-Oct-2006	Registered	25	Gio Goi Brands Ltd	17-Oct-2016	Registered
United Kingdom		2480881	26-Feb-2008	2480881	22-Aug-2008	Registered	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	26-Feb-2018	Registered
United Kingdom		2480885	26-Feb-2008	2480885	02-Jul-2010	Registered	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	26-Feb-2018	Registered

REGISTERED TRADEMARK
 REEL: 605004 FRAME: 0482

United Kingdom		2500901	24-Oct-2008 (priority 22-Oct-2008)	2500901	02-Jul-2010	Registered	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	24-Oct-2018	Registered
United Kingdom	TRACKSTAR [WORD]	2237524	29-Jun-2000	2237524	15-Dec-2000	Registered	25	Gio Goi Brands Ltd	29-Jun-2020	Registered
United Kingdom	CONTRABAND [WORD]	2381065	23-Dec-2004	2381065	10-Jun-2005	Registered	25	Gio Goi Brands Ltd	23-Dec-2014	Registered
United Kingdom	LIVE WHO YOU ARE [WORD]	2536820	21-Jan-2010	2536820	02-Jul-2010	Registered	25, 35	Gio Goi Brands Ltd	21-Jan-2020	Registered
USA	GIO-GOI [WORD]	IR/959166	04-Mar-2008	3576470	17-Feb-2009	Protected	9	Gio Goi Brands Limited	04-Mar-2018	Protected
USA	GIOGOI [WORD]	76/633014	09-Mar-2005	3250144	12-Jun-2007	Registered	3, 25	GioGoi Brands Limited	12-Jun-2017	Registered
USA	GIO-GOI [WORD]	77/198104	05-Jun-2007 (priority 06-Dec-2006)	3891682	21-Dec-2010	Registered	25	Gio Goi Brands Ltd	21-Dec-2020	Registered

TRADEMARK
REF: 005004 FRAME: 0483

USA		IR/966300	03-Apr-2008	3570270	03-Feb-2009	Protected	9	Gio Goi Brands Limited	03-Apr-2018	Protected
USA		77/198056	05-Jun-2007 (priority 06-Dec-2006)	4250309	27-Nov-2012	Registered	25	Gio Goi Brands Ltd	27-Nov-2022	Registered
USA		77/027802	24-Oct-2006 (priority 18-Oct-2006)	3571059	10-Feb-2009	Registered	25	Gio Goi Brands Ltd	10-Feb-2019	Registered
USA		IR/937060	04-Mar-2008	3580866	24-Feb-2009	Protected	9	Gio Goi Brands Limited	06-Jun-2017	Protected
USA		IR/921602	11-Apr-2007 (priority 17-Oct-2006)	3418632	29-Apr-2008	Protected	25	Gio Goi Brands Ltd	11-Apr-2017	Protected
USA		IR/967980	10-Mar-2008 (priority 26-Feb-2008)	3643723	23-Jun-2009	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected
USA		IR/964605	10-Mar-2008 (priority 26-Feb-2008)	3643699	23-Jun-2009	Protected	3, 9, 14, 16, 18, 25, 32, 33, 35 & 41	Gio Goi Brands Ltd	10-Mar-2018	Protected

USA		IR/1001553	05-Mar-2009 (priority Oct-2008)	3811015	29-Jun-2010	Protected	3, 9, 14, 18, 25 & 35	Gio Goi Brands Ltd	05-Mar-2019	Protected
Vietnam		4-2009- 02076	12-Feb-2009 (priority Oct-2008)	189688	17-Aug-2012	Registered	25	Gio Goi Brands Ltd	12-Feb-2019	Registered

SCHEDULE 4: LETTER OF RELEASE

We, Gio Goi Brands Limited (in Administration) (the "Company") in consideration of sums paid in terms of the sale and purchase agreement among ourselves, Gio Goi Limited (in Administration), Gio Goi Retail Limited (in Administration) (all acting through their Joint Administrators Jane Bronwen Moriarty and Colin Michael Trevelthyn Haig both of KPMG LLP, 8 Salisbury Square, London EC4Y 8BB (the "Administrators")), JD Sports Fashion plc and the Administrators dated [] January 2013 (the "Agreement") hereby irrevocably waive, release and discharge:

1. Our whole right, title and interest in and to the Intellectual Property (as such term is defined in the Agreement); and
2. Our whole rights in terms of the Assignment in Security (as such term is defined in the Agreement) to receive a retrocession of any rights in and to the Trade Marks as defined therein; and
3. Our whole rights to use the Trade Marks in terms of the Assignment in Security.

.....
Signed on behalf of the Company by one of its Joint Administrators

The Joint Administrators of the Company act solely as its agents and without personal liability.

SCHEDULE 5: REGISTERED DESIGNS

Country	Title	Application No.	Date Filed	Registration No.	Registration Date	Case Status	Owner	Case Ref.	Next Renewal Date
European Community	Boots	001243166	04/10/2010	001243166-0001	24/11/2010	Registered	Gio Goi Brands Limited	9797EM00	31/10/2015
European Community	Boots	001243166	04/10/2010	001243166-0002	24/11/2010	Registered	Gio Goi Brands Limited	9797EM01	31/10/2015
European Community	Boots	001243166	04/10/2010	001243166-0003	24/11/2010	Registered	Gio Goi Brands Limited	9797EM02	31/10/2015
European Community	Boots	001243166	04/10/2010	001243166-0004	24/11/2010	Registered	Gio Goi Brands Limited	9797EM03	31/10/2015
European Community	Damn twist jean (x 3)	001245328	15/11/2010	001245328-0002	23/11/2010	Registered	Gio Goi Brands Limited	9799EM01	30/11/2015
European Community	Damn twist jean (x 3)	001245328	15/11/2010	001245328-0003	12/11/2010	Registered	Gio Goi Brands Limited	9799EM02	30/11/2015
European Community	Damn twist jean (x 3)	001245328	15/11/2010	001245328-0001	23/11/2010	Registered	Gio Goi Brands Limited	9799EM00	30/11/2015
European Community	Dapper jeans	001196083	11/02/2010	001196083-0001	03/03/2010	Registered	Gio Goi Brands Limited	9829EM00	28/02/2015
European Community	Dapper jeans	001196083	11/02/2010	001196083-0002	03/03/2010	Registered	Gio Goi Brands Limited	9829EM01	28/02/2015
European Community	Dapper jeans	001196083	11/02/2010	001196083-0003	03/03/2010	Registered	Gio Goi Brands Limited	9829EM02	28/02/2015
European Community	Dapper jeans	001196083	11/02/2010	001196083-0004	03/03/2010	Registered	Gio Goi Brands Limited	9829EM03	28/02/2015
European Community	Dapper jeans	001196083	11/02/2010	001196083-0005	03/03/2010	Registered	Gio Goi Brands Limited	9829EM04	28/02/2015
European Community	Dapper jeans	001196083	11/02/2010	001196083-0006	03/03/2010	Registered	Gio Goi Brands Limited	9829EM05	28/02/2015
European Community	Dapper shorts	001226310	20/07/2010	001226310-0001	28/07/2010	Registered	Gio Goi Brands Limited	9778EM00	31/07/2015

TRADE MARK

01/0011761-00052/ALL/G/CX/MM TF(LDNTW23381)

Country	Title	Application No.	Date Filed	Registration No.	Registration Date	Case Status	Owner	Case Ref.	Next Renewal Date
Community									
European Community	De-code shorts	001226310	20/07/2010	001226310-0002	28/07/2010	Registered	Gio Goi Brands Limited	9778EM01	31/07/2015
European Community	Dek cinch	001226310	20/07/2010	001226310-0005	28/07/2010	Registered	Gio Goi Brands Limited	9778EM04	31/07/2015
European Community	Dek jeans	001226310	20/07/2010	001226310-0003	28/07/2010	Registered	Gio Goi Brands Limited	9778EM02	31/07/2015
European Community	Dek pocket	001226310	20/07/2010	001226310-0004	28/07/2010	Registered	Gio Goi Brands Limited	9778EM03	31/07/2015
European Community	Demand cuffed leg	001226310	20/07/2010	001226310-0008	28/07/2010	Registered	Gio Goi Brands Limited	9778EM07	31/07/2015
European Community	Demand cuffed waist	001226310	20/07/2010	001226310-0007	28/07/2010	Registered	Gio Goi Brands Limited	9778EM06	31/07/2015
European Community	Demand jeans	001226310	20/07/2010	001226310-0006	28/07/2010	Registered	Gio Goi Brands Limited	9778EM05	31/07/2015
European Community	Detach jungaree	001283519	24/06/2011	001283519-0001	06/07/2011	Registered	Gio Goi Brands Limited	9781EM00	30/06/2016
European Community	Device jeans	001226310	20/07/2010	001226310-0009	28/07/2010	Registered	Gio Goi Brands Limited	9778EM08	31/07/2015
European Community	Device pocket	001226310	20/07/2010	001226310-0010	28/07/2010	Registered	Gio Goi Brands Limited	9778EM09	31/07/2015
European Community	Dodge cinch	001226310	20/07/2010	001226310-0014	28/07/2010	Registered	Gio Goi Brands Limited	9778EM13	31/07/2015
European Community	Dodge jeans	001226310	20/07/2010	001226310-0011	28/07/2010	Registered	Gio Goi Brands Limited	9778EM10	31/07/2015
European Community	Dodge leg details	001226310	20/07/2010	001226310-0015	28/07/2010	Registered	Gio Goi Brands Limited	9778EM14	31/07/2015
European Community	Dodge rear pocket	001226310	20/07/2010	001226310-0013	28/07/2010	Registered	Gio Goi Brands Limited	9778EM12	31/07/2015

TRADE MARK

REEL: 005004 FRAME: 0488

Country	Title	Application No.	Date Filed	Registration No.	Registration Date	Case Status	Owner	Case Ref.	Next Renewal Date
European Community	Dodge pocket side	001226310	20/07/2010	001226310-0012	28/07/2010	Registered	Gio Goi Brands Limited	9778EM11	31/07/2015
European Community	Jeans (dhino)	001249387	10/12/2010	001249387-0001	17/12/2010	Registered	Gio Goi Brands Limited	9757EM00	31/12/2015
European Community	Jeans (dhino)	001249387	10/12/2010	001249387-0002	17/12/2010	Registered	Gio Goi Brands Limited	9757EM01	31/12/2015
European Community	Ranta shorts	001226310	20/07/2010	001226310-0016	28/07/2010	Registered	Gio Goi Brands Limited	9778EM15	31/07/2015
European Community	Ranter jogger	001226310	20/07/2010	001226310-0018	28/07/2010	Registered	Gio Goi Brands Limited	9778EM17	31/07/2015
European Community	Ranter pocket	001226310	20/07/2010	001226310-0017	28/07/2010	Registered	Gio Goi Brands Limited	9778EM16	31/07/2015
European Community	Recked pocket coin	001226310	20/07/2010	001226310-0020	28/07/2010	Registered	Gio Goi Brands Limited	9778EM19	31/07/2015
European Community	Recked jogger	001226310	20/07/2010	001226310-0019	28/07/2010	Registered	Gio Goi Brands Limited	9778EM18	31/07/2015
European Community	Recked pocket rear	001226310	20/07/2010	001226310-0021	28/07/2010	Registered	Gio Goi Brands Limited	9778EM20	31/07/2015
European Community	Serafin hood detail	001226310	20/07/2010	001226310-0023	28/07/2010	Registered	Gio Goi Brands Limited	9778EM22	31/07/2015
European Community	Serafin shirt	001226310	20/07/2010	001226310-0022	28/07/2010	Registered	Gio Goi Brands Limited	9778EM21	31/07/2015
European Community	Serafin tab label	001226310	20/07/2010	001226310-0024	28/07/2010	Registered	Gio Goi Brands Limited	9778EM23	31/07/2015
European Community	Sm:)e logo	001283964	29/06/2011	001283964-0001	08/07/2011	Registered	Gio Goi Brands Limited	9782EM00	30/06/2016
European Community	Vinyl record shoe sole	001227656	29/07/2010	001227656-0001	05/08/2010	Registered	Gio Goi Brands Limited	9766EM00	31/07/2015
European Community	Women's fly	001226310	20/07/2010	001226310-0025	28/07/2010	Registered	Gio Goi Brands Limited	9778EM24	31/07/2015

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010/011761-00052/ALL/CXMM TF(LDNTW23391)

TRADE MARK

Country	Title	Application No.	Date Filed	Registration No.	Registration Date	Case Status	Owner	Case Ref.	Next Renewal Date
Community									

Signed by Jane Bronwen Moriarty as)
Joint Administrator acting without)
personal liability for and on behalf of Gio)
Goi Limited (in administration) in the)
presence of:)

Jane Moriarty

Witness

Signature Michael Moriarty

Name MICHAEL MORIARTY

Address 11 CARLETON Gdns
BRECKNOCK RD LONDON

Occupation EXECUTIVE

Signed by Jane Bronwen Moriarty as
Joint Administrator acting without
personal liability for and on behalf of Gio
Goi Brands Limited (in administration)
in the presence of:

Jane Moriarty

Witness

Signature Michael Moriarty

Name MICHAEL MORIARTY

Address 11 CARLETON Gdns
BRECKNOCK RD LONDON

Occupation EXECUTIVE

Signed by Jane Bronwen Moriarty as
Joint Administrator acting without
personal liability for and on behalf of **Gio
Goi Retail Limited (in administration)**
in the presence of:

Witness

Signature

Name

Address

.....

Occupation

Signed by Brian Small on behalf of **JD)
SPORTS FASHION PLC** in the)
presence of:)



Witness

Signature *NS Greenhalgh*

Name *Neil Greenhalgh*

Address *118 Seobell Street*

Tottenham, Bury, BL8 3DF

Occupation *Accountant*

Signed by Jane Bronwen Moriarty as)
Joint Administrator acting without)
personal liability for and on behalf of)
herself and Colin Michael Trevellyn
Haig the presence of:

Witness

Signature

Name

Address

.....

Occupation

Signed by Jane Bronwen Moriarty as Joint Administrator acting without personal liability for and on behalf of **Gio Goi Retail Limited (in administration)** in the presence of:

Jane Moriarty

Witness

Signature *Michael Moriarty*

Name MICHAEL MORIARTY

Address 11 CARLETON GARDENS
BRECKNOCK RD LONDON

Occupation EXECUTIVE

Signed by Brian Small on behalf of **JD SPORTS FASHION PLC** in the presence of:

Witness

Signature

Name

Address

Occupation

Signed by Jane Bronwen Moriarty as Joint Administrator acting without personal liability for and on behalf of herself and Colin Michael Trevethyn Haig the presence of:

Jane Moriarty

Witness

Signature *Michael Moriarty*

Name MICHAEL MORIARTY

Address 11 CARLETON GARDENS
BRECKNOCK RD, LONDON

Occupation EXECUTIVE