

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320975

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SBS Worldwide Ltd.		09/26/2014	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DSV Air & Sea Limited		
<b>Street Address:</b>	Scandinavia House, Refinery Road		
<b>City:</b>	Parkeston, Harwich Essex		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	CO12 4QG		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4244235	SBS	
<b>Registration Number:</b>	4244234	SBS WORLDWIDE	
<b>Registration Number:</b>	2773679	SBS	
<b>Registration Number:</b>	2784334	SBS WORLDWIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023448300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2125030559		
<b>Email:</b>	nytmcketing@venable.com, ksruisi@venable.com		
<b>Correspondent Name:</b>	Jessie Beeber		
<b>Address Line 1:</b>	P.O. BOX 34385		
<b>Address Line 4:</b>	Washington, D.C. 20043		
<b>ATTORNEY DOCKET NUMBER:</b>	127255		
<b>NAME OF SUBMITTER:</b>	Jessie Beeber		
<b>SIGNATURE:</b>	/JB/		
<b>DATE SIGNED:</b>	10/23/2014		
<b>Total Attachments: 10</b>			
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Dated

2014

**SBS WORLDWIDE LIMITED**  
and  
**DSV AIR & SEA LIMITED**

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**DEED OF ASSIGNMENT OF TRADE MARKS**

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Headgate Court Head Street Colchester Essex CO1 1NP DX: 3601 Colchester  
Tel: 01206 7644477 Fax: 01206 764455 [www.ellisonssolicitors.com](http://www.ellisonssolicitors.com)  
Ref: psf/DSV2

**TRADEMARK**  
**REEL: 005386 FRAME: 0479**

THIS DEED is dated 2014

**PARTIES**

- (1) SBS Worldwide Limited incorporated and registered in England and Wales with company number: 01739816 whose registered office is at Scandinavia House, Refinery Road, Parkeston, Harwich, Essex CO12 4QG (the "Assignor"); and
- (2) DSV Air & Sea Limited incorporated and registered in England and Wales with company number: 03114077 whose registered office is at Scandinavia House, Refinery Road, Parkeston, Harwich, Essex CO12 4QG (the "Assignee").

**BACKGROUND**

- (A) The Assignor has agreed to assign to the Assignee the Trade Marks (as defined below) on the terms set out in this agreement.

**AGREED TERMS**

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"Assigned Rights" the Trade Marks.

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

"Trade Marks" the registered trade marks short particulars of which are set out in Schedule 1.

"VAT" value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 References to clauses and the Schedule are to the clauses and the Schedule of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax but not e-mail.
- 1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. ASSIGNMENT**

2.1 In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- 2.1.2 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of

any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. WARRANTIES

4.1 The Assignor warrants that:

- 4.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- 4.1.2 for each of the applications and registrations listed in Schedule 1 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- 4.1.3 it has not licensed or assigned any of the Assigned Rights;
- 4.1.4 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 4.1.5 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 4.1.6 so far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application listed in Schedule 1 proceeding to grant, and
- 4.1.7 so far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

5. FURTHER ASSURANCE

5.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:

5.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and

5.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

5.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause.

5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this clause and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

5.4 Without prejudice to clause 5.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

~~5.4.1 take any action that this agreement requires the Assignor to take;~~

5.4.2 exercise any rights which this agreement gives to the Assignor; and

5.4.3 appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

5.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

6. WAIVER

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

7. ENTIRE AGREEMENT

7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. VARIATION

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

9. SEVERANCE

9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

11. GOVERNING LAW

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

12. JURISDICTION

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

**THIS AGREEMENT** has been entered into as a deed on the date stated at the beginning of it.

**SCHEDULE 1- Trade Marks**

**PART 1 - Registered trade marks and applications**

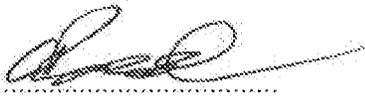
Country/ territory	Mark	Application number	Registration number	Application date.	Class es	Trade Mark Sub-status	Registration Date	Next Renewal Due
USA	SBS Logo (black and white)	78181359	4,244,235	11 January 2011	9, 42		20 November 2012	20 November 2022
USA	SBS WORLDWIDE	78181389	4,244,234	11 January 2011	9, 42		20 November 2012	20 November 2022
USA	SBS	85/214,676	2,773,679	4 November 2002	39	Service Mark	14 October 2003	14 October 2023
USA	SBS WORLDWIDE	85/214,658	2,784,334	4 November 2002	39	Service Mark	18 November 2003	18 November 2023
India	SBS Logo (black and white) 	2117007	2117007	17 March 2011	39		22 November 2013	17 March 2021
India	SBS WORLDWIDE	2106953	2106953	28 February 2011	39		22 November 2013	28 February 2021
China	SBS Logo (black and white)	11558108	11558108	28 September 2012	39		7 March 2014	6 March 2024
China	SBS WORLDWIDE	11558109	11558109	28 September 2012	39		7 March 2014	6 March 2024

Hong Kong	SBS WORLDWIDE	302155365	302155365	3 August 2012	39	8 February 2012	7 February 2022
OHIM	SBS WORLDWIDE	SWT/SAS/2 1163/wd/DZ	010777936	02 April 2012	9,39, 42	31 August 2012	02 April 2022

**PART 2 - Unregistered trade marks**

Country or territory	Mark	Date of first use	Goods or services for which the mark has been used
None.			

Executed as a deed by **SBS Worldwide Limited** acting by

  
.....  
**Director**

[ **GARY RIDSDALE** ], a director, in the presence of:

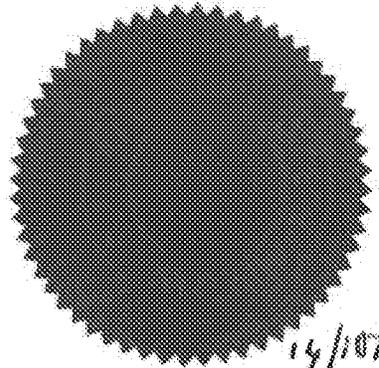
  
.....

Signature of witness **BRUCE ROBERT BALLARD**

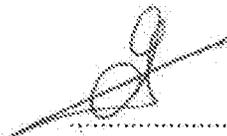
Name of witness: **BIRKETT LONG LLP**

Address of witness: **ESSEX HOUSE  
42 CROUCH STREET**

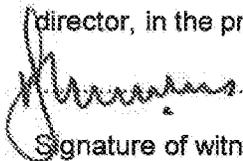
Occupation of witness: **COLCHESTER, ESSEX CO3 3HH  
NOTARY PUBLIC**



Executed as a deed by **DSV Air & Sea Limited** acting by

  
.....  
**Director**

[ **MICHAEL DYRBE HANSEN** ], a director, in the presence of:

  
.....  
Signature of witness

Name of witness:

Address of witness:

Occupation of witness:

Giles R. Shedden  
Notary Public  
6 Weston Close  
Upton Grey  
Hampshire  
RG25 2RX  
England  
01256 861855