

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331966

<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>
Henley's Clothing Limited		08/20/2012	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JD Sports Fashion Plc		
<b>Street Address:</b>	Hollinsbrook Way		
<b>City:</b>	Pilsworth, Bury, Lancashire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	BL9 8RR		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3578405	HENLEYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024033030		
<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>	(202) 298-6322		
<b>Email:</b>	asikich@dunnerlaw.com		
<b>Correspondent Name:</b>	Adam Sikich		
<b>Address Line 1:</b>	3243 P Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	URQU-003		
<b>NAME OF SUBMITTER:</b>	Adam Sikich		
<b>SIGNATURE:</b>	/Adam Sikich/		
<b>DATE SIGNED:</b>	02/12/2015		
<b>Total Attachments: 5</b>			
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THIS DEED OF ASSIGNMENT is made the 20 day of August 2012.

This assignment has an effective date of 2012 in accordance with the Assignment of Intellectual Property Rights and Grant of Options in Respect of Stock between the parties to this Assignment.

THE ASSIGNMENT IS BETWEEN

Henley's Clothing Limited, a company incorporated in England and Wales under Company No 3919750, with registered office at First Floor, 24-26 Lever Street, Manchester, M1 1DW, United Kingdom (hereinafter called "the Assignor") of the one part and JD Sports Fashion Plc (No. 1888425) whose registered office is at Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR (hereinafter called "the Assignee") of the other part.

WHEREAS

The Assignor is the registered proprietor of the trade marks (hereinafter called "the said Trade Marks") particulars of which are set out in the Schedule hereto.

NOW THEREFORE IT IS AGREED AND DECLARED as follows:-

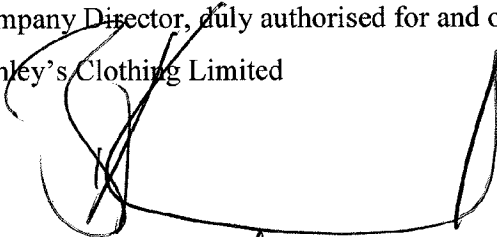
1. In consideration of the Assignee agreeing to pay the sum of £1.00 to the Assignor, the Assignor with full title guarantee hereby assigns to the Assignee the said Trade Marks and all right, title and interest to the Trade Marks together with all rights attaching thereto and the full and exclusive benefit thereof together with the goodwill of the business of the Assignor concerned in the goods in respect of which the said Trade Marks are registered and including the right to take proceedings for any antecedent breach, including the right to obtain damages in respect thereof.
2. The Assignor hereby covenants with the Assignee that the Assignor will at the expense of the Assignee execute sign and do all such instruments applications documents acts and things as may reasonably be required by the Assignee to enable the Assignee or the nominee of the Assignee to enjoy the full benefit of the property and rights hereby assigned.

3. If in any country the execution after the date of this Assignment of a confirmatory assignment or other document of the said Trade Marks (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 said Trade Marks (or any of them) in that country.
  
4. This assignment is governed by English law and is subject to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties hereto cause these presents to be executed.

Executed by the said


Company Director, duly authorised for and on behalf of  
Henley's Clothing Limited



In the presence of:- *A. Weinberg*  
Andrew Weinberg

Executed by the said

Company Director, duly authorised for and on behalf of  
JD Sports Fashion Plc



In the presence of:- *Jane Brisley*  
JANE BRISLEY

## THE SCHEDULE

### Registered Trade Marks

<u>Country</u>	<u>No.</u>	<u>Mark</u>	<u>Class</u>
Brazil	901215848	HENLEYS	3
Brazil	830066594	HENLEYS	9
Brazil	830066586	HENLEYS	14
Brazil	901216046	HENLEYS	16
Brazil	830066578	HENLEYS	18
Brazil	901216445	HENLEYS	24
China	7056999	HENLEYS	3
China	7056998	HENLEYS	9
China	7056786	HENLEYS	18
China	5686769	HENLEYS	35
European Union (CTM)	8179459	HENLEYS	8, 16, 24
European Union (CTM)	7280911	HENLEYS	16
European Union (CTM)	5148499	HENLEYS	25, 35
European Union (CTM)	7280563	WINGED LION Device	3, 9, 14, 18
European Union (CTM)	6902076	WINGED LION Device	25
India	1694342	WINGED LION Device	25
Pakistan	226676	HENLEYS	35
Russian Federation	417907	HENLEYS	3, 9, 14, 16, 18, 24, 25, 35
Turkey	200865382	HENLEYS	3, 9, 18
Turkey	200636340	HENLEYS	25
Turkey	200828331	WINGED LION Device	25
United Arab Emirates	126615	HENLEYS	3
United Arab Emirates	126614	HENLEYS	9
United Arab Emirates	126613	HENLEYS	14
United Arab Emirates	126601	HENLEYS	18
United Arab Emirates	95424	HENLEYS	25
United Arab Emirates	154121	HENLEYS	35
United Arab Emirates	156895	WINGED LION Device	25
United Kingdom	2567350	H Logo	3, 8, 9, 14, 16, 18, 24, 25, 35
United Kingdom	2392090	HENLEYS	25, 35
United States of America	3578405	HENLEYS	25

### Trade Mark Applications

<u>Country</u>	<u>No.</u>	<u>Mark</u>	<u>Class</u>
Brazil	901216518	HENLEYS	25
China	7056787	HENLEYS	14
Canada	1431981	HENLEYS	3, 14, 16, 18, 24, 25, 35
European Union (CTM)	7280647	HENLEYS AND FLEUR DE LYS	25
European Union (CTM)	7280829	HENLEYS PROJECT DELUXE Logo	3, 25

European Union (CTM)	7280746	HENLEYS Stylised Word	25
India	1753885	HENLEYS	3, 9, 14, 18
India	1489068	HENLEYS	25, 35
Pakistan	259078	HENLEYS	3
Pakistan	259086	HENLEYS	9
Pakistan	259087	HENLEYS	14
Pakistan	259089	HENLEYS	18
Pakistan	226675	HENLEYS	25
United States of America	77612737	HENLEYS	3, 9, 14, 18, 35
United States of America	77479016	WINGED LION Device	25