

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WXYZ Corporation Limited		02/07/2014	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Astracast Limited		
Street Address:	Woodlands, 21 Roydsdale Way, Euroway Trading Estate		
City:	Bradford		
State/Country:	UNITED KINGDOM		
Postal Code:	BD4 6SE		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3045706	ASTRACAST	
Registration Number:	3571237	ASTRACAST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	(801) 518-7629		
Email:	rapp@austin-rapp.com		
Correspondent Name:	Robert S. Rapp		
Address Line 1:	170 South Main Street, Suite 735		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	3650.3.1 & 3650.3.4		
DOMESTIC REPRESENTATIVE			
Name:	Austin Rapp & Hardman		
Address Line 1:	170 South Main Street, Suite 735		
Address Line 4:	Salt Lake City, UTAH 84101		
NAME OF SUBMITTER:	Robert S. Rapp		

OP \$65.00 3045706

SIGNATURE:	/Robert S. Rapp, Reg. No. 45,393/
DATE SIGNED:	06/29/2015
Total Attachments: 6 source=03_Assignment of Goodwill and IP Rights#page1.tif source=03_Assignment of Goodwill and IP Rights#page2.tif source=03_Assignment of Goodwill and IP Rights#page3.tif source=03_Assignment of Goodwill and IP Rights#page4.tif source=03_Assignment of Goodwill and IP Rights#page5.tif source=03_Assignment of Goodwill and IP Rights#page6.tif	

DATED 7TH FEBRUARY 2014

**(1) WXYZ CORPORATION LIMITED (FORMERLY ASTRACAST LIMITED) (IN
ADMINISTRATION)**

and

(2) CONRAD ALAN BEIGHTON, JULIEN ROBERT IRVING AND JOHN MALCOLM TITLEY

and

(3) ASTRACAST LIMITED (FORMERLY ASHWORTH GLOBAL PIPE SYSTEMS LIMITED)

ASSIGNMENT OF GOODWILL AND INTELLECTUAL PROPERTY RIGHTS

SHOOSMITHS

2 Colmore Square

38 Colmore Circus

Queensway

Birmingham

B4 6SH

Ref: CRW/NT/187957.6

**TRADEMARK
REEL: 005563 FRAME: 0802**

THIS DEED is made on

7TH FEBRUARY

2014

BETWEEN:-

- (1) **WXYZ CORPORATION LIMITED (FORMERLY ASTRACAST LIMITED) (IN ADMINISTRATION)** (company number 01455007) whose registered office is at PO Box 572, Woodlands, 21 Roydsdale Way, Euroway Industrial Estate, Bradford BD4 6SE acting by the Administrators ("**the Assignor**");
- (2) **CONRAD ALAN BEIGHTON** of Leonard Curtis Recover Limited, 85-89 Colmore Row, Birmingham B3 2BB, **JULIEN ROBERT IRVING** of Leonard Curtis Recovery Limited, Manchester House, 18-22 Bridge Street, Spinningfields, Manchester M3 3BZ and **JOHN MALCOLM TITLEY** of Leonard Curtis Recovery Limited, Hollins Mount, Hollins Lane, Bury, Lancashire BL9 8DG ("**the Administrators**"); and
- (3) **ASTRACAST LIMITED (FORMERLY ASHWORTH GLOBAL PIPE SYSTEMS LIMITED)** (company number 08526375) whose registered office is at Woodlands, 21 Roydsdale Way, Euroway Industrial Estate, Bradford BD4 6SE ("**the Assignee**").

DEFINITIONS

"Administrators' Solicitors"

means Shoosmiths LLP of 2 Colmore Square, 38 Colmore Circus Queensway, Birmingham B4 6SH.

"Goodwill"

means the goodwill of the Assignor in connection with the Intellectual Property.

" Intellectual Property"

means any and all of the following owned by the Assignor at the Transfer Date and used in connection with the Assignor's business:-

(a) patents, trade marks, service marks, domain names, email addresses, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, know how, trade secrets, unregistered trade marks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights, (including rights in computer software and in websites) unregistered design rights and other rights in designs and rights in databases;

(b) rights under licences, consents, orders statutes or otherwise in respect of any rights of the nature specified in paragraph (a) above; and

(c) numerous detailed product drawings, tooling drawings, tooling designs and process designs and extensive test data relating to the products.

"Loss"

means any loss, costs, damage, award, charge, penalty, fine, expense and/or any other liability (including legal fees and expenses) which any of the Assignor and/or the Administrators have incurred or

TRADEMARK

REEL: 005563 FRAME: 0803

sustained, or may directly or indirectly, incur or sustain.

“Purchase Price”

REDACTED

BACKGROUND

- (A) The Assignor is the proprietor of the Intellectual Property rights and Goodwill.
- (B) The Assignor acting by the Administrators has agreed to assign such right title and interest as it may have in the Intellectual Property rights and Goodwill to the Assignee for the Purchase Price.
- (C) This assignment is supplemental to an agreement of even date between (1) the Assignor, (2) the Administrators and (3) the Assignee (“the Sale Agreement”). All the definitions and terms contained in the Sale Agreement, in particular the exclusion of warranties and representations contained therein, form part of this assignment.
- (D) The Administrators are joined as a party to this assignment merely for the purpose of securing the benefit of the waivers and exclusions of liability and indemnities in their favour contained in this assignment.

OPERATIVE CLAUSES

1 ASSIGNMENT

- 1.1 In consideration of the Purchase Price paid by the Assignee to the Assignor, receipt of which is acknowledged by the Assignor, the Assignor, acting by the Administrators, hereby assigns to the Assignee such right, title and interest it may have in and to the Goodwill and the Intellectual Property including (but not limited to):
 - 1.1.1 the absolute entitlement to all registered Intellectual Property granted pursuant to any of the applications comprised in the Intellectual Property ; and
 - 1.1.2 all goodwill attaching to all trade marks and domain names comprised in the Intellectual Property; and
 - 1.1.3 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 Intellectual Property whether occurring before, on, or after the date of this Assignment.

2 FURTHER PAYMENTS

The Assignee shall pay all stamp duty and documentation registration fees or any other duties and/or taxes of whatever kind and nature, if any, from time to time arising after the date of this Deed in connection with this assignment.. and the Assignee shall indemnify and keep them fully indemnified the Assignor and the Administrators and each of them against any Loss, arising as a result any breach by the Assignee of this clause 2.

3 FURTHER ASSURANCE

- 3.1 The Assignor covenants that, at the sole cost and request of the Assignee at any time and from time to time (subject to the Administrators remaining in office), it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment., provided always that the terms of such document or deeds shall be subject to approval by the Administrators' Solicitors.
- 3.2 The parties acknowledge and agree that this Deed has been jointly drafted by all of the parties to it and that it is intended to benefit all of the parties equally. Accordingly, neither the Deed nor any of the clauses shall be construed strictly against any of the parties.

4 GOVERNING LAW AND JURISDICTION

- 4.1 This Deed will be governed by and construed in accordance with the law of England and Wales.
- 4.2 The courts of England and Wales will have the exclusive jurisdiction to settle any dispute which arises out of or in connection with this Deed and the parties submit to that jurisdiction.

5 EXCLUSION OF PERSONAL LIABILITY

The Administrators have entered into and signed this Deed as agents for and on behalf of the Assignor and neither they, their firm, members, partners, employees, advisers, representatives or agents shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Assignor to observe, perform or comply with any such obligations or under in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Deed. The Administrators are party to this assignment in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this assignment.

6 INDEMNITY

The Assignee agrees to indemnify and keep indemnified the Assignor and/or the Administrators against any Loss arising as a result of the Assignor and/or the Administrators entering into this Deed.

7 THIRD PARTY RIGHTS


The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person not a party to it other than members of the Administrators' firm or the Administrators' Solicitors

8 COUNTERPARTS

This Deed may be executed in hard copy by signed fax or by pdf copy in any number of counterparts, and by each of the parties in separate counterparts each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same agreement.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED and delivered as a deed by)
the Assignor acting by)
one of its joint Administrators acting as agent)
and without personal liability)



In the presence of: *H. Whigley*

Witness: *Howie Whigley*

Name: SHOOSMITHS LLP
3 HARDMAN STREET
SPINNINGFIELDS
MANCHESTER
Address: M3 3HF

Occupation: *Solicitor*

SIGNED and delivered as a deed by)
one of the Administrators on behalf of both of them)
without personal liability)



In the presence of:

Witness: *H. Whigley*
Howie Whigley

Name: SHOOSMITHS LLP
3 HARDMAN STREET
SPINNINGFIELDS
MANCHESTER
Address: M3 3HF

Occupation: *Solicitor*

EXECUTED and delivered as a Deed by)

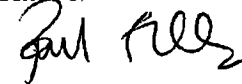
the Assignee acting by a director)



Director

In the presence of

Witness:

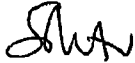


Name:

PAUL ELADY

Address:

Occupation:



Ward Hadaway
The Observatory
Chapel Walks
Manchester
M2 1HL

DX 14428 Manchester 2

wh8403540v1