

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351546

<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>
Sebastian Williams-Key		09/05/2014	INDIVIDUAL: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Modern Lotus Ltd		
<b>Street Address:</b>	590 Green Lanes		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	N13 5RY		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86194071	YOGA STUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102869573		
<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>	310/785-1200		
<b>Email:</b>	jk@jonathankirsch.com, spollyea@jonathankirsch.com, susan.pollyea@sbcglobal.net		
<b>Correspondent Name:</b>	Jonathan Kirsch		
<b>Address Line 1:</b>	1880 Century Park East, Suite 515		
<b>Address Line 2:</b>	Law Offices of Jonathan Kirsch		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	YOGA STUDIO (WM)		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jonathan Kirsch		
<b>Address Line 1:</b>	1880 Century Park East, Suite 515		
<b>Address Line 2:</b>	Law Offices of Jonathan Kirsch		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Jonathan Kirsch		

OP \$40.00 86194071

<b>SIGNATURE:</b>	/Jonathan Kirsch/
<b>DATE SIGNED:</b>	08/14/2015
<b>Total Attachments: 5</b> source=Deed and Assignment from Sebastian Williams-Key to Modern Lotus Ltd#page1.tif source=Deed and Assignment from Sebastian Williams-Key to Modern Lotus Ltd#page2.tif source=Deed and Assignment from Sebastian Williams-Key to Modern Lotus Ltd#page3.tif source=Deed and Assignment from Sebastian Williams-Key to Modern Lotus Ltd#page4.tif source=Deed and Assignment from Sebastian Williams-Key to Modern Lotus Ltd#page5.tif	

THIS DEED is executed and delivered as a deed on 5<sup>th</sup> day of September 2014

**BETWEEN:**

1. **SEBASTIAN WILLIAMS-KEY** of 42 The Lawns, Lee Terrace, London, England SE3 9TD ("Assignor"); and
2. **MODERN LOTUS LTD** registered in England and Wales (with company number 08487350) whose registered office is at 590 Green Lanes, London, London, N13 5RY ("Company").

**BACKGROUND**

- (A) Assignor has been involved in the support, maintenance, design, development and/or creation of software products, software code and/or other materials for Company.
- (B) Assignor owns all rights, title and interests in the Work Product and the Trade Marks (as defined below).
- (C) Assignor wishes to transfer the Assigned Rights (as defined below) to Company on the terms and conditions set out in this deed.

**AGREED TERMS**

**1. 1. Definitions**

1.1 In this deed, the following words and expressions will have the following meanings:

"Consent" means all consents necessary to enable the contracts to be assigned, novated or otherwise transferred to the Company or such other legal entity as the Company may nominate;

"Contracts" means the contracts listed in Appendix B of this Deed;

"Effective Date" means the date of this Deed;

"Intellectual Property Rights" means all right, title and interest (whether legal, equitable or otherwise) in and to copyright, rights in databases, patents, trade marks, service marks, design rights, get-up, logos, rights in goodwill, compilations, inventions, know-how, confidential information, trade secrets, trade names, business names, domain names and semi-conductor topography rights (and including future and contingent rights, rights to claim damages for prior infringement and other accrued rights of action, applications for registration of any of the foregoing and any rights to make such applications) together with any similar rights as may exist from time to time anywhere in the world;

"Trade Mark" the trade mark applications and the unregistered trade marks, short particulars of which are set out in Appendix A;

"Work Product" means any and all photographs, videos, documents, materials, designs, specifications, software code, software scripts, software patches and workarounds (in whatever language or form and including but not limited to: (a) source code; and (b) improvements and modifications to software); and any other materials of whatever nature and stored in whatever format created by Assignor (whether alone or jointly with others and acting in whatever capacity), at any time for Company in connection with Company's business whether generated outside office hours or at

home or otherwise. Work Product includes without limitation the works described in Annex A.

## 2. Assignment

2.1 The Assignor hereby confirms that: -

(a) To the extent that Assignor owns any Intellectual Property Rights in the Work Product, Assignor assigns (including by way of present assignment of future rights) with full title guarantee all such Intellectual Property Rights in and to the Work Product to Company absolutely;

(b) it hereby assigns to the Company absolutely with full title guarantee all its right, title and interest in and to the Trade Marks;

(i) including the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;

(ii) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the services in respect of which the Trade Marks are to be registered or used; and

(iii) the right to bring, mark, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the Effective Date,

(together, the Work Product and the Trade Marks shall be referred to as the "Assigned Rights")

2.2 Assignor irrevocably and unconditionally waives in favour of Company any and all moral rights conferred on Assignor by Chapter IV, Part I Copyright Designs and Patents Act 1988 and any other moral rights provided for under the laws now or in future in force in any part of the world for any work the rights in which are, as a result of this deed, vested in Company whether pursuant to this clause 2 or otherwise.

2.3 Assignor will, at Company's cost (to the extent such costs are reasonable), do all such things and execute or procure the execution of all such documents as may be reasonably necessary to achieve, perfect or confirm the assignments in clause 2.1.

2.4 Assignor agrees and declares that Company will be and remain at all times unrestricted in its freedom to exploit (in its discretion) all Assigned Rights without obligation to Assignor.

## 3. Confidentiality

Assignor will not (without the prior written consent of Company) communicate, disclose, publish or otherwise make available to any third party nor use themselves or in conjunction with any third party, the Assigned Rights.

#### **4. The Contract**

4.1 With effect from the Effective Date the Company will:

- (a) receive all benefits arising under the Contracts;
- (b) carry out on behalf of the Assignor the obligations and liabilities of the Assignor under the Contracts and discharge all liabilities of the Assignor under the Contracts except for any obligations or liabilities attributable to a breach on the part of the Assignor; and
- (c) assign to the Company or procure the assignment to the Company of the Contracts, for which Consent to assign has been obtained or which are capable of assignment without the consent of the other parties.

4.2 Where a Consent is required in relation to a Contract but it has not been obtained by the Effective Date, this Deed shall not constitute an assignment or attempted assignment if such assignment or attempted assignment would constitute a breach of such Contract. In that event, the Assignor will use its best endeavours:

- (a) to obtain the Consent as soon as reasonably practicable following the Effective Date; or, if requested by the Company
- (b) to assist the Company to obtain a novation of the Contract to the Company or such other entity as it may nominate.

4.3 Until such Contract has been novated or assigned, the Assignor shall hold the benefit of such Contract in trust for the Company and the Company shall (if such sub-contracting is permissible and lawful under the Contract in question) perform as the Assignor's sub-contractor all the obligations of the Assignor under such Contract.

#### **5. General**

5.1 Failure by a party to exercise or enforce any right conferred by this deed shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any other occasion.

5.2 If any part, term or provision of this deed not being of a fundamental nature is held illegal or unenforceable, the validity or enforceability of the remainder of this deed shall not be affected.

5.3 This deed may only be modified if such modification is in writing and signed by a duly authorised representative of each party.

5.4 No term of this deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this deed.

5.5 This deed sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it, and supersedes all previous deeds between the parties relating to such subjects. Provided always that nothing in this clause will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms will apply or form part of this deed.

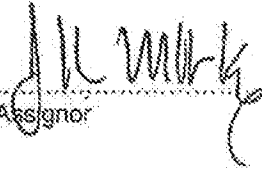
5.6 This deed shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.

This deed has been executed and delivered as a deed on the date shown on the first page.

EXECUTED as a Deed by  
the Assignor

)

The Assignor



in the presence of:

Witness: .....

Name: .....

Address: .....

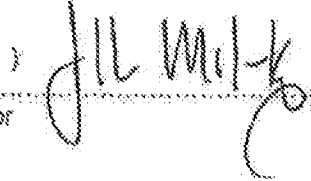
.....

.....

EXECUTED as a deed by the  
Company by acting by a director

)

Director



in the presence of:

Witness: .....

Name: .....

Address: .....

.....

.....

## ANNEX A

### Work Product

Designs, specifications, software code and scripts relating to the software product(s) or application(s) currently known as "yoga studio app".

### Trade Mark

Trade mark application made in the United States of America in respect of the trade mark "Yoga Studio" with application number SN 86-194,071.

## Annex B

### Contracts

Agreement between Assignor and Apple, Inc dated on or around 22nd October 2012.