

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lornamead Group Limited		05/22/2012	LTD LIAB JT ST CO: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	Lornamead Acquisitions Limited		
Street Address:	Sabre House		
Internal Address:	London Road		
City:	Camberly, Surrey		
State/Country:	GREAT BRITAIN		
Postal Code:	GU15 3HL		
Entity Type:	LIMITED LIABILITY COMPANY: GREAT BRITAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1345435	WOODS OF WINDSOR	
CORRESPONDENCE DATA			
Fax Number:	9142880023		
<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:	9148219077		
Email:	tmdocket@leasonellis.com		
Correspondent Name:	Paul Fields		
Address Line 1:	One Barker Avenue		
Address Line 2:	Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	01144/305963-US0		
DOMESTIC REPRESENTATIVE			
Name:	Paul Fields		
Address Line 1:	One Barker Avenue		
Address Line 2:	Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
NAME OF SUBMITTER:	Paul Fields		

OP \$40.00 1345435

SIGNATURE:	/Paul Fields/
DATE SIGNED:	12/29/2015
Total Attachments: 12 source=DOC122915-003#page1.tif source=DOC122915-003#page2.tif source=DOC122915-003#page3.tif source=DOC122915-003#page4.tif source=DOC122915-003#page5.tif source=DOC122915-003#page6.tif source=DOC122915-003#page7.tif source=DOC122915-003#page8.tif source=DOC122915-003#page9.tif source=DOC122915-003#page10.tif source=DOC122915-003#page11.tif source=DOC122915-003#page12.tif	

DATED

22nd May 2012

ASSIGNMENT OF TRADE MARKS

between

LORNAMEAD GROUP LIMITED

and

LORNAMEAD ACQUISITIONS LIMITED

C:\Users\robinson\AppData\Local\Microsoft\Windows\Temporary Internet
Files\Content.Outlook\WSUVZ652\26527 Assignment of Trade Marks_WOW_V2.docx

TRADEMARK
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CONTENTS

CLAUSE

1.	Interpretation	1
2.	Assignment.....	2
3.	Effective date	2
4.	Further assurances	2
5.	Waiver.....	3
6.	Entire agreement	3
7.	Variation.....	4
8.	Severance	4
9.	Counterparts.....	4
10.	Third party rights.....	4
11.	Notices	4
12.	Governing law and jurisdiction	5

SCHEDULE

SCHEDULE	TRADE MARKS.....	6
Part 1.	Registered trade marks	6
Part 2.	Trade mark applications	9

THIS AGREEMENT is dated 22nd May 2012

PARTIES

- (1) LORNAMEAD GROUP LIMITED incorporated and registered in England with company number 06221527 whose registered office is at Sabre House, 377-399 London Road, Camberley, Surrey GU15 3HL (Assignor).
- (2) LORNAMEAD ACQUISITIONS LIMITED incorporated and registered in England with company number 05279065 whose registered office is at Sabre House, London Road, Camberley, Surrey GU15 3HL (Assignee).

(together "the parties" and each "a party").

BACKGROUND

- (A) The Assignor is the proprietor of or applicant for the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

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

Effective Date: 30th March 2012.

Trade Marks: the registered trade marks and the applications short particulars of which are set out in the Schedule.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form 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 schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing or written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £128,319, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest (including all of its legal and beneficial interest) in and to the Trade Marks as from Effective date, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) the goodwill and reputation attaching to each of the Trade Marks; and
- (c) 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. EFFECTIVE DATE

- 3.1 This agreement shall be deemed effective as from the Effective date.

4. FURTHER ASSURANCES

- 4.1 The parties acknowledge and agree that:

4.1.1 certain assignments of Trade Marks have not been appropriately recorded against relevant intellectual property rights registers;

4.1.2 notwithstanding the effective assignment of such Trade Marks to the Assignor in certain instances third parties and not the Assignor are shown as registered proprietor in respect of certain Trade Marks on relevant intellectual property rights registers.

- 4.2 The Assignee will be responsible for and will pay all costs, fees and expenses relating to the transfer of each of the Trade Marks with any governmental entity or regulatory authority provided always that all reasonable costs incurred with respect to registering or recording, to the Assignor's benefit, any Trade Marks in the Assignors name in any Trade Mark Registry in any of the territories as relate to the Trade Marks (that have not already been so registered by the Assignor) which is first required by any governmental entity or regulatory authority or otherwise to be effected for the purposes of transferring such Trade Marks to the Assignee pursuant to this agreement shall be paid by the Assignor.
- 4.3 The Assignor shall and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement. Without limiting the generality of the foregoing the Assignor agrees and undertakes at the Assignee's cost and expense to provide reasonable assistance to the Assignee in recording the transfer of the Trade Marks in the Assignee's name with the relevant governmental entities or regulatory authorities in the territories in which the Trade Marks are registered as set out in Schedule.
- 4.4 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to any of the Trade Marks assigned to the Assignee pursuant to this agreement and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.

5. **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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. **ENTIRE AGREEMENT**

- 6.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 6.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7. VARIATION

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

8. SEVERANCE

8.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

8.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

9. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

10. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

11. NOTICES

11.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

- (a) Assignor: Jon Osborne, Director – Lornamead Group Limited Sabre House 377-399 London Road Camberley Surrey GU15 3HL
- (b) Assignee: Mike Jatania, Director – Lornamead Acquisitions Limited Sabre House 377-399 London Road Camberley Surrey GU15 3HL

or as otherwise specified by the relevant party by notice in writing to each other party.

- 11.2 Any notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 11.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.
- 11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12. GOVERNING LAW AND JURISDICTION**
- 12.1 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.
- 12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been executed as a deed and is delivered and takes effect as a deed.

Schedule Trade marks

Part 1. Registered trade marks

Case Ref.	Country	Registered Owners	Title	Official No.	Local Classes	Registered Date	Case Status (external)	Next Renewal Date	Date Filled
T17825AT	Austria	Woods of Windsor Limited	WOODS OF WINDSOR	135353	03,05,21	2-Apr-91	Registered	30-Apr-21	8-Nov-90
T17826AT	Austria	Woods of Windsor Limited	WOODS OF WINDSOR logo	135351	03,05,21	2-Apr-91	Registered	30-Apr-21	8-Nov-90
T17825BR20	Brazil	Woods of Windsor Limited	WOODS OF WINDSOR	816037833	20	15-Apr-97	Registered	15-Apr-17	7-Feb-91
T17825BR03	Brazil	Woods of Windsor Limited	WOODS OF WINDSOR	816037833	3	15-Apr-97	Registered	15-Apr-17	7-Feb-91
T17826BR	Brazil	Woods of Windsor Limited	WOODS OF WINDSOR logo	816037825	3	6-May-97	Registered	6-May-17	7-Feb-91
T17825CA	Canada	Lornamead Group Limited	WOODS OF WINDSOR	351228	3	10-Feb-89	Registered	10-Feb-19	31-Mar-87
T17825CL	Chile	Woods of Windsor Limited	WOODS OF WINDSOR	661510	3	28-Mar-03	Registered	28-Mar-13	28-Mar-03
T17825WO/CN	China	Lornamead Group Limited	WOODS OF WINDSOR	685764	3	12-Feb-98	Registered		2-Jan-98
T17826WO/CN	China	Lornamead Group Limited	WOODS OF WINDSOR logo	685763	3	12-Feb-98	Registered		2-Jan-98
T17825WO/CZ	Czech Republic	Lornamead Group Limited	WOODS OF WINDSOR	685764	3	12-Feb-98	Registered		2-Jan-98
T17826WO/CZ	Czech Republic	Lornamead Group Limited	WOODS OF WINDSOR logo	685763	3	12-Feb-98	Registered		2-Jan-98
T17825DK	Denmark	Woods of Windsor Limited	WOODS OF WINDSOR	VR199208353	03,05,21	11-Sep-92	Registered	11-Sep-12	23-Nov-90
T17826EC	Ecuador	Woods of Windsor Limited	WOODS OF WINDSOR logo	I-2580-99	3	15-Oct-99	Registered	15-Oct-19	28-Jan-98

Case Ref	Country	Registered Owner	Title	Official No.	Local Classes	Registered Date	Case Status (external)	Next Renewal Date	Date Filed
T18587EU	European Community	Lornamead Group Limited	WOODS OF WINDSOR	5857041	03,04,35,44	5-May-08	Registered	30-Apr-17	25-Apr-07
T17825FR	France	Woods of Windsor Limited	WOODS OF WINDSOR	1737311	03,05,21	24-Jan-91	Registered	24-Jan-21	24-Jan-91
T17826HK	Hong Kong	Woods of Windsor Limited	WOODS OF WINDSOR logo	1991B0502	3	20-Feb-86	Registered	20-Feb-17	20-Feb-86
T17825WO/HU	Hungary	Lornamead Group Limited	WOODS OF WINDSOR	685764	3	12-Feb-98	Registered		2-Jan-98
T17826WO/HU	Hungary	Lornamead Group Limited	WOODS OF WINDSOR logo	685763	3	12-Feb-98	Registered		2-Jan-98
T17825IN	India	Woods of Windsor Limited	WOODS OF WINDSOR	896347	3	10-Jul-08	Registered	6-Jan-20	6-Jan-00
T17825IE	Ireland	Woods of Windsor Limited	WOODS OF WINDSOR	126879	3	21-Aug-89	Registered	26-Mar-18	27-Mar-87
T17826IE	Ireland	Woods of Windsor Limited	WOODS OF WINDSOR (logo)	126880	3	27-Mar-87	Registered	26-Mar-18	27-Mar-87
T17825JP	Japan	Woods of Windsor Limited	WOODS OF WINDSOR	1724168	3	31-Oct-84	Registered	31-Oct-14	27-Mar-81
T17826JP	Japan	Woods of Windsor Limited	WOODS OF WINDSOR logo	2237895	3	28-Jun-90	Registered	28-Jun-20	8-Jun-87
T17825NO	Norway	Woods of Windsor Limited	WOODS OF WINDSOR	135812	03,05,21	22-Mar-89	Registered	22-Mar-19	27-Mar-87
T17826NO	Norway	Woods of Windsor Limited	WOODS OF WINDSOR (& Logo)	136190	03,05,21	20-Apr-89	Registered	20-Apr-19	27-Mar-87
T17825WO/PL	Poland	Lornamead Group Limited	WOODS OF WINDSOR	685764	3	12-Feb-98	Registered		2-Jan-98

Case Ref.	Country	Registered Owners	Title	Official No.	Local Classes	Registered Date	Case Status (external)	Next Renewal Date	Date Filed
T17826WO/PL	Poland	Lornamead Group Limited	WOODS OF WINDSOR logo	685763	3	12-Feb-98	Registered		2-Jan-98
T17825PT	Portugal	Woods of Windsor Limited	WOODS OF WINDSOR	227732	3	9-May-90	Registered	9-May-20	29-Nov-84
T17826PT	Portugal	Woods of Windsor Limited	WOODS OF WINDSOR (Logo)	227733	3	9-May-90	Registered	9-May-20	29-Nov-84
T17825RU	Russian Federation	Woods of Windsor Limited	WOODS OF WINDSOR	162790	03,21	31-Mar-98	Registered	15-Oct-16	15-Oct-96
T17826RU	Russian Federation	Woods of Windsor Limited	WOODS OF WINDSOR (Logo)	162791	03,21	31-Mar-98	Registered	15-Oct-16	15-Oct-96
T17825ES	Spain	Woods of Windsor Limited	WOODS OF WINDSOR	1313047	3	21-Jan-93	Registered	21-Jan-13	3-Apr-89
T17825CH	Switzerland	Lornamead Acquisitions Limited	WOODS OF WINDSOR	355987	03,05,21	26-Nov-87	Registered	1-Apr-17	1-Apr-87
T17826CH	Switzerland	Lornamead Acquisitions Limited	WOODS OF WINDSOR logo	356373	03,05,21	10-Dec-87	Registered	1-Apr-17	1-Apr-87
T17825TH	Thailand	Woods of Windsor Limited	WOODS OF WINDSOR	KOR106127	3	28-May-90	Registered	9-Oct-19	10-Oct-89
T17826TH	Thailand	Woods of Windsor Limited	WOODS OF WINDSOR logo	KOR106085	3	28-May-90	Registered	9-Oct-19	10-Oct-89
T17825AE	United Arab Emirates	Lornamead Group Limited	WOODS OF WINDSOR	14945	3	29-Apr-98	Registered	4-Feb-16	4-Feb-96
T17825GB	United Kingdom	Lornamead Group Limited	WOODS OF WINDSOR	1396388	3	10-Jan-92	Registered	29-Aug-16	29-Aug-89
T17826GB	United Kingdom	Lornamead Group Limited	WOODS OF WINDSOR logo	1261701	3	4-Mar-86	Registered	4-Mar-17	4-Mar-86

Case Ref.	Country	Registered Owners	Title	Official No.	Local Classes	Registered Date	Case Status (external)	Next Renewal Date	Date Filed
T17825US	United States of America	Lornamead Group Limited	WOODS OF WINDSOR	1345435	3	2-Jul-85	Registered	2-Jul-15	19-Dec-80
T17825WO	WIPO	Lornamead Group Limited	WOODS OF WINDSOR	685764	3	12-Feb-98	Registered	2-Jan-18	2-Jan-98
T17826WO	WIPO	Lornamead Group Limited	WOODS OF WINDSOR logo	685763	3	12-Feb-98	Registered	2-Jan-18	2-Jan-98

Part 2. Trade mark applications

Case Ref.	Country	Registered Owners	Title	Official No.	Local Classes	Registered Date	Case Status (external)	Next Renewal Date	Date Filed
T26859KR	Republic of Korea	Lornamead Group Limited	WOODS OF WINDSOR	45-2011-0000764	03,04,35,44		Application filed		25-Feb-11
T28611UY	Uruguay	Lornamead Group Limited	WOODS OF WINDSOR - England Est. 1770 logo	427.725	3		Application filed		29-Sep-11

Executed as a deed by LORNAMEAD
GROUP LIMITED acting by JON
OSBORNE, a director, in the presence of:



Director

Witness Name.....*Sue Robinson*

Witness Address.....*The Coach House
Castle Grove Road, Chobham, Surrey GU24 8EF*

Witness Occupation.....*P.A.*

Executed as a deed by LORNAMEAD
ACQUISITIONS LIMITED acting by
MIKE JATANIA, a director, in the
presence of:



Director

Witness Name.....*Candice Foxnestler*

Witness Address.....*8 The Meads, Park Road
Stone Pops, Bucks, SL2 4P9*

Witness Occupation.....*P.A.*