

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Deed of Variation		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lornamead Acquisitions Limited		11/08/2012	LTD LIAB JT ST CO: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	Wipro Cyprus Private Limited		
Also Known As:	Wipro Cyprus Limited		
Street Address:	48 Themistokill Dervi Centennial Bldg.		
Internal Address:	8th Floor Office 701		
City:	Nicosia		
State/Country:	CYPRUS		
Postal Code:	1006		
Entity Type:	LIMITED LIABILITY COMPANY: CYPRUS		
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		

OP \$40.00 1345435

NAME OF SUBMITTER:	Paul Fields
SIGNATURE:	/Paul Fields/
DATE SIGNED:	12/29/2015
Total Attachments: 7 source=DOC122915-005#page1.tif source=DOC122915-005#page2.tif source=DOC122915-005#page3.tif source=DOC122915-005#page4.tif source=DOC122915-005#page5.tif source=DOC122915-005#page6.tif source=DOC122915-005#page7.tif	

THIS DEED OF VARIATION is made on

8th November

2012

BETWEEN

- (1) **LORNAMEAD ACQUISITIONS LIMITED** incorporated and registered in England with company number 05279065 whose registered office is at Sabre House, 377-399 London Road, Camberley, Surrey GU15 3HL (LAL); and
- (2) **WIPRO CYPRUS PRIVATE LIMITED** incorporated and registered in Cyprus whose registered office is at 48 Themistokli Dervi Centennial Building 8th Floor Office 701 1006 Nicosia Cyprus (Wipro Cyprus).

Together "the parties" and each "a party"

BACKGROUND

The Agreements (as defined in clause 1.1 below) were entered into between LAL and Wipro Cyprus which remain entitled to the benefit of the Agreements and have agreed to vary their terms on the terms set out in this Deed.

OPERATIVE PROVISIONS

1. Interpretation

- 1.1 In this Deed the following expressions have the following meanings unless inconsistent with the context:

Agreements	The following Agreements executed between Lornamead Acquisitions Limited and Wipro Cyprus limited: the Asset Sale Agreement, Disclosure Letter for the Trademarks, Trademarks Licence Agreement and Trade Mark Assignment dated
Asset Sale Agreement	The asset sale agreement dated the 6 th July 2012 relating to the sale of certain assets from LAL to Wipro Cyprus
Disclosure Letter	The disclosure letter dated 6 th July 2012 between LAL and Wipro Cyprus relating to the sale of certain assets from LAL to Wipro Cyprus
Trademarks Agreement	Licence The trademark licence agreement dated 3 rd August 2012 between LAL and Wipro Cyprus
Trade Mark Assignment	The trade mark assignment dated 3 rd August 2012 between LAL and Wipro Cyprus

1.2 Words and expressions defined in the Agreements have the same meaning in this Deed except to the extent that they are expressly varied in this Deed.

1.3 This Deed is supplemental to the Agreements.

1.4 References to schedules are to schedules to this Deed. The schedules form part of and are incorporated into this Deed.

2. Variation to the Agreements

2.1 Reference to 'Wipro Cyprus Limited' wherever occurring in the Agreements shall be read as 'Wipro Cyprus Private Limited'.

2.2 The Agreements are to be read and interpreted as if the variation of the name from 'Wipro Cyprus Limited' to 'Wipro Cyprus Private Limited' was set out in full in the Agreements.

2.3 The Asset Sale Agreement shall be amended as follows:

2.3.1 In Clause 1.1 of the Asset Sale Agreement the definition of "Goodwill" shall be amended by the addition to the existing of the word "Yardley" before the wording "...Registered Territories."

2.3.2 Schedule 1 Part 1 of the Asset Sale Agreement shall be amended by the addition to the existing wording the further Yardley trademarks listed in schedule 1 of this Deed; and

2.3.3 Schedule 1 Part 2 of the Asset Sale Agreement shall be amended by the addition to the existing wording the further Woods of Windsor trademarks listed in schedule 2 of this Deed.

2.4 The Trade Mark Assignment shall be amended as follows:

2.4.1 Schedule 1 Part 1 of the Trade Mark Assignment shall be amended by the addition to the existing wording of the further Yardley Trademarks listed in schedule 1 of this Deed; and

2.4.2 Schedule 1 Part 2 shall be amended by the addition to the existing wording of the further Woods of Windsor Trademarks as listed in schedule 1 of this Deed.

3. Effective Date

The amendments to the Agreements made by this Deed are deemed to have taken effect from and including 6th July 2012 only for the Asset Sale Agreement and the

Disclosure Letter and 3rd August 2012 only for the Trademark Licence and the Trademark Assignment.

4. Continuation of the Agreements

- 4.1 The terms of the Agreements continue in full force and effect as amended by this Deed.
- 4.2 This Deed does not release any party to it from any breaches of the Agreements existing at the date of this Deed.

5. General

- 5.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered will be an original but all the counterparts together will constitute one and the same deed.
- 5.2 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 any person not a party to it.
- 5.3 This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.
- 5.4 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its formation (including non-contractual disputes or claims).

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

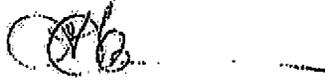
SCHEDULE 1 – Yardley Trademarks

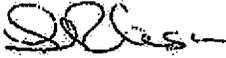
Case Ref.	Country	Registered Owners	Title	Official No.	Local Classes	Date Filed	Registered Date	Case Status	Next Renewal Date
T18214WOJSM	San Marino	Lornainead Group Limited	EQUITY	03		11-Feb-2003	798094	11-Feb-2003	Registered

SCHEDULE 2 - Woods of Windsor Trademarks

Case Ref.	Country	Registered Owners	Title	Official No.	Local Classes	Date Filed	Registered Date	Case Status	Next Renewal Date
T17829AU	Australia	Woods of Windsor Limited	FARROW & HUMPHREYS	924611	03, 04, 35, 44	26-Aug-2002	26-Aug-2002	Registered	26-Aug-2012
T17833AU	Australia	Woods of Windsor Limited	URBAN CAFE	910701	03, 35, 43, 45	26-Apr-2002	26-Apr-2002	Registered	26-Apr-2022
T17827EU	European Union	Lornamead Group Limited	F & H	002795813	03, 04, 35, 44	05-Aug-2002	05-Jul-2004	Registered	31-Aug-2012
T17829EU	European Union	Lornamead Group Limited	FARROW & HUMPHREYS	002797975	03, 04, 35, 44	05-Aug-2002	06-Sep-2004	Registered	31-Aug-2012
T17834JP	Japan	Woods of Windsor Limited	WELLER & LEIGH	4122126	03	06-Sep-1996	06-Mar-1998	Registered	06-Mar-2018
T17831CH	Switzerland	Lornamead Acquisitions Limited	RONDALETIA	355986	03	01-Apr-1987	26-Nov-1987	Registered	01-Apr-2017
T17830GB	United Kingdom	Lornamead Group Limited	ROBERTS ROYAL WINDSOR	1013941	03	09-Jul-1973	14-May-1975	Registered	09-Jul-2018
T17830GB03	United Kingdom	Lornamead Group Limited	ROBERTS ROYAL WINDSOR	1314242	03	26-Jun-1987	25-Jan-1991	Registered	26-Jun-2018

EXECUTED AS A DEED BY)
LORNAMEAD ACQUISITIONS LIMITED
acting by JON OSBORNE
in the presence of:



Witness Signature: 

Witness Name: SUE ROBINSON

Witness Address: THE COACH HOUSE, CASTLE GROVE ROAD,
CHOBHAM, SURREY GU24 8EF

EXECUTED AS A DEED BY)
WYPRO CYPRUS PRIVATE LIMITED
acting by VINEET AGRAWAL
in the presence of:

Witness Signature:

Witness Name:

Witness Address:

EXECUTED AS A DEED BY)
LORNAMEAD ACQUISITIONS LIMITED
acting by JON OSBORNE
in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Vineet Agrawal
EXECUTED AS A DEED BY)
WYPRO CYPRUS PRIVATE LIMITED
acting by VINEET AGRAWAL
in the presence of:

Witness Signature:

Witness Name: *K. Subramanian*

Witness Address: *WIPRO CONSUMER CARE & LOGISTICS
DEDDAKANNELI, SHARJAPUR ROAD
BANGALORE - 560035, INDIA*