

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Playful Games Company Limited		12/10/2015	Limited Company:
RECEIVING PARTY DATA			
Name:	Lovehoney Limited		
Street Address:	100 Locksbrook Road		
City:	Bath		
State/Country:	UNITED KINGDOM		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86583660	NOOKII	
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>			
Email:	rrumble@thrings.com		
Correspondent Name:	Robyn Rumble		
Address Line 1:	100 Locksbrook Road		
Address Line 2:	Lovehoney Limited		
Address Line 4:	Bath, UNITED KINGDOM		
NAME OF SUBMITTER:	Robyn Rumble		
SIGNATURE:	/RobynRumble/		
DATE SIGNED:	04/01/2016		
Total Attachments: 6			
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source=NOOKII - Playful Games to LH#page2.tif			
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OP \$40.00 86583660

THRINGS

DATED

2015

THE PLAYFUL GAMES COMPANY LIMITED

and

LOVEHONEY LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS

London

Kinnaird House
1 Pall Mall East
London
SW1Y 5AU

Tel: 020 7766 5600
Fax: 020 7766 5675

Bristol

The Paragon
Counterslip
Bristol
BS1 6BX

Tel: 0117 930 9500
Fax: 0117 929 3369

Bath

2 Queen Square
Bath
BA1 2HQ

Tel: 01225 340000
Fax: 01225 340001

Swindon

6 Drakes Meadow
Penny Lane
Swindon
SN3 3LL

Tel: 01793 410800
Fax: 01793 539040

www.thrings.com

L2372/2316087420

TRADEMARK
REEL: 005762 FRAME: 0776

This Deed is dated

10th December 2015

BETWEEN

- A The Playful Games Company Limited incorporated and registered in England and Wales with company number 05254012 whose registered office is at 109 Uxbridge Road, 2nd Floor, London, W5 5TL (Assignor); and
- B Lovehoney Limited incorporated and registered in England and Wales with company number 04637868 whose registered office is at 100 Locksbrook Road, Bath, BA1 3EN (Assignor)

WHEREAS

- i The Assignor is the owner of the Trade Marks (as defined below);
- ii The Assignor has agreed to assign the Trade Marks to the Assignee on the terms and conditions set out in this Assignment.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 The following words and expressions used in this Assignment shall have the following meanings, unless the context requires otherwise:

Trade Marks

The registered trade marks and unregistered trade marks, short particulars of which are set out in Schedule 1.

- 1.2 In this Assignment, unless the context otherwise requires:

- (a) the headings are inserted for convenience only and shall not affect the construction of the Assignment;
- (b) references to one gender shall include all genders;
- (c) references to the singular shall include the plural and vice versa;
- (d) any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.3 The Schedule forms part of this Assignment and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

2. ASSIGNMENT

- 2.1 In consideration of the payment set out in a business transfer agreement dated 1 October 2015 (receipt of which the Assignor acknowledges) and with effect from the same date,

the Assignor hereby assigns to the Assignee absolutely, with full title guarantee the entire right, title and interest in and to the Trade Marks, together with goodwill and statutory and common law rights attaching to the Trade Marks including the right to sue for damages and other remedies for infringement or misuse of the Trade Marks which may have occurred prior to the date of this Assignment and to retain those damages.

3. WARRANTIES

- 3.1 The Assignor warrants it is the sole legal and beneficial owner of the Trade Marks.
- 3.2 The Assignor warrants in regard to the territories of the UK, Australia and the USA only that it has the right to assign the Trade Marks to the Assignee and it has not assigned or licensed any of the Trade Marks assigned and/or transferred by this Assignment to another person.
- 3.3 The Assignor warrants that the exploitation of the Trade Marks assigned by this Assignment will not infringe the rights of any third party, there has never been any claim or dispute by a third party in relation to the Trade Marks.

4. FURTHER ASSURANCE

- 4.1 The Assignor shall at the Assignee's cost sign all documents and do all things which may be required by law or which the Assignee may reasonably request from time to time (including executing as soon as reasonably practicable after the date of this Assignment all documents which the Assignee may reasonably require to effect the registration or recordal of the assignment of the Trade Marks to the Assignee in the territories of the UK, Australia and the USA only) by way of further assurance of the rights assigned under this Assignment.
- 4.2 The Assignor hereby appoints the Assignee to be its attorney to give effect to its obligations under clause 4.1.

5. SEVERABILITY

- 5.1 If any provision of this Assignment is held to be invalid or unenforceable, then the provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Assignment but without invalidating any of the remaining provisions of this Assignment.

6. COUNTERPARTS

- 6.1 This Assignment may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

7. RIGHTS OF THIRD PARTIES

7.1 A person who is not a party to this Assignment shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

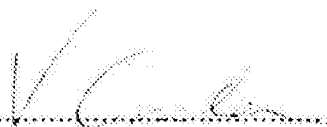
8. GOVERNING LAW AND JURISDICTION

8.1 This Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.

8.2 Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Assignment or otherwise arising in connection with this Assignment, and for such purposes irrevocably submits to the jurisdiction of the English courts.

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

Executed as a deed by


.....
Director

THE PLAYFUL GAMES COMPANY LIMITED

acting by

a director, in the presence of:



.....
SIGNATURE OF WITNESS

NAME: *Tommy Romano*

ADDRESS: *57 Green Crescent
London W11 2JY*

OCCUPATION OF WITNESS:
LAWYER


Executed as a deed by


.....
Director
Neil Stratford

LOVEHONEY LIMITED

acting by

a director, in the presence of:


.....
SIGNATURE OF WITNESS

NAME: *Ben White*

ADDRESS: *Anvil Cottage, Molywell, Wiltshire, SN5 2JT*

OCCUPATION OF WITNESS:
ACCOUNTANT

SCHEDULE 1

Trade Marks

1. Registered Trade Marks

Trade Mark	Jurisdiction	Number	Renewal Date
NOOKII (stylised)	UK	2234523	01 June 2020

Trade Mark	Jurisdiction	Number	Renewal Date
NOOKII (stylised)	Australia	1542721	23 February 2023

2. Unregistered Trade Marks

Trade Mark	Jurisdiction	Number	Renewal date
NOOKII (stylised)	USA	86583660	Application in progress