

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395508

<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>
Zanzibar Style Limited	FORMERLY Without Prejudice London Limited	06/16/2016	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WPL Creative Limited		
<b>Street Address:</b>	Finsgate, 5-7 Cranwood Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC1V 9EE		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85462923	WITHOUT PREJUDICE	
<b>Registration Number:</b>	4562757		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	441959573522		
<b>Email:</b>	christina@pittalis.co.uk		
<b>Correspondent Name:</b>	Pittalis LLP		
<b>Address Line 1:</b>	Warren Joinery, Single Street		
<b>Address Line 4:</b>	Westerham, UNITED KINGDOM TN16 3AB		
<b>NAME OF SUBMITTER:</b>	Christina Dianellou		
<b>SIGNATURE:</b>	C/H/Dianellou		
<b>DATE SIGNED:</b>	08/18/2016		
<b>Total Attachments: 14</b>			
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source=Trademark Assignment dated 16th June 2016#page14.tif

DATED

16<sup>th</sup> JUNE 2016

TRADE MARK ASSIGNMENT

between

ZANZIBAR STYLE LIMITED

and

WPL CREATIVE LIMITED

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This deed is dated [DATE]

#### PARTIES

- (1) Zanzibar Style Limited incorporated and registered in England and Wales with company number 07915700 whose registered office is at Finsgate, 5-7 Cranwood Street, London, England, EC1V 9EE (Assignor).
- (2) WPL Creative Limited incorporated and registered in England and Wales with company number 10049123 whose registered office is at Finsgate, 5-7 Cranwood Street, London, United Kingdom, EC1V 9EE (Assignee).

#### BACKGROUND

- (A) The Assignor is the proprietor of 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 deed.

#### AGREED TERMS

##### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

##### 1.1 Definitions:

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

**Trade Marks:** the registered trade marks short particulars of which are set out in Schedule 1.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

##### 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

##### 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

##### 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

##### 1.5 References to clauses and Schedules are to the clauses and schedules of this deed.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This deed shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes fax but not email.
- 1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. ASSIGNMENT

In consideration of the sums paid under an agreement dated 29<sup>th</sup> March 2016 between Zanzibar Style Ltd (1) and WPL Creative Ltd (2) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

- (a) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (b) 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 deed.

## 3. VAT

All payments made by the Assignee under this deed are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by

an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

#### 4. WARRANTIES

The Assignor represents and warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
- (b) it is properly registered as the registered proprietor of the Trade Marks listed in Schedule 1;
- (c) all registration, renewal and other fees in respect of each of the Trade Marks listed in Schedule 1 have been paid and no further fees are due within six months after the date of this deed;
- (d) it has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks
- (e) each Trade Mark is free from any security interest, option, mortgage, charge or lien
- (f) it has not acquiesced in the unauthorised use of any Trade Mark;
- (g) each registered Trade Mark is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;
- (h) it is unaware of any infringement or likely infringement of any Trade Mark;
- (i) no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;
- (j) so far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party; and
- (k) all previous assignments of the Trade Marks are valid and all previous assignments of the Trade Marks listed in Schedule 1 were registered within applicable time limits.

#### 5. INDEMNITY

5.1 The Assignor shall indemnify and hold the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach by the Assignor of the warranties in clause 4 above; or

(b) the enforcement of this deed.

- 5.2 At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 5.3 Subject to clause 5.5 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 5.4 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 5.5 Nothing in this clause shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

6. FURTHER ASSURANCE

- 6.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this deed, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Part I of Schedule 1.
- 6.2 The Assignor shall do the following at the cost of the Assignee and direction, pending formal registration or recordal of the assignment of the Trade Marks listed in Schedule 1 to the Assignee:
- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
  - (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
  - (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
  - (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the



attention of Kaushik Mody or any other person that the Assignee notifies to the Assignor from time to time; and

- (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 6.3 The Assignor shall deliver to the Assignee (or the nominated representative of the Assignee) as soon as practicable after the date of this deed] all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.
- 6.4 The Assignor appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this deed. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 6.5(c), that any instrument or act falls within the authority conferred by this deed shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this deed and the proprietary interest of the Assignee in the Trade Marks and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- 6.5 Without prejudice to clause 6.4, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this deed requires the Assignor to take;
  - (b) exercise any rights which this deed gives to the Assignor; and
  - (c) appoint and remove one or more substitute attorneys with full power as the attorney of the Assignor on terms that the attorney thinks fit.
- 6.6 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

## 7. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this deed 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.

8. ENTIRE AGREEMENT

- 8.1 This deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 8.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this deed.

9. VARIATION

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

10. SEVERANCE

- 10.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.
- 10.2 If one party gives notice to the other of the possibility that any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. COUNTERPARTS

- 11.1 This deed may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same deed.
- 11.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 11.3 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by:

- (a) fax; or
- (b) email (in PDF, JPEG or other agreed format).

shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

### 13. THIRD PARTY RIGHTS

No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

### 13. NOTICES

13.1 Any notice or other communication given to a party under or in connection with this deed shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

13.2 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause have been satisfied):

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- (b) if sent by fax, at 9.00 am on the next Business Day after transmission; or
- (c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

13.3 This clause 13 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 14. GOVERNING LAW

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Trade Marks

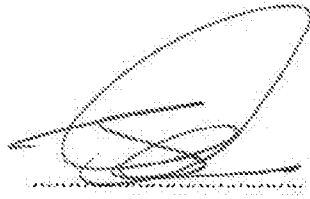
Part 1. Registered Trade Marks

UK or EUTM or territory	Mark	Registration number	Date of registration	Classes	Specification of goods or services
Canada	Without Prejudice	TMA792488	09 March 2011	1	Jewellery; goods made of leather and imitations of leather; namely, wallets, luggage, travel bags; clothing, namely, suits, jackets, overcoats, shirts, trousers, polo shirts, swimwear, jeans, underwear, leather jackets, ties and scarves; knitwear namely, jumpers and pullovers, v-neck, round neck, roll neck, turtle neck jumpers and pullovers, cardigans, gilet, knitted jackets
Canada	WP (Design)	TMA915705	01 October 2015	1 25	Mens clothing, namely, suits, jackets, overcoats, shirts, trousers, polo shirts, swimwear, jeans, underwear leather jackets, ties and scarves, knitwear, namely pullovers and jumpers, v-neck, round neck, roll-neck, turtle neck numbers and pullovers, cardigans, gilet, knitted jackets
European Community	Without Prejudice	003990579	03 October 2005	14, 18, 25	Precious metals and their alloys and goods in precious metals or coated therewith; jewellery, cufflinks, tie

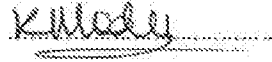
					pins, precious stones, horological and chronometric instruments watches, watch straps, watch cases. Leather and imitations of leather and goods made of these materials and not included in other classes; trunks and travelling bags, brief cases; umbrellas, walking sticks; parts and fittings for all the aforesaid goods; clothing, headgear, footwear
European Community	WP London	EU01026762 3	26 January 2012	14, 18 and 25	Precious metals and their alloys and goods in precious metals or coated therewith; jewellery, cufflinks, tie pins; precious stones, horological and chronometric instruments, watches, watch straps, watch cases leather and imitations of leather and goods made of these materials and not included in other classes; trunks and travelling bags, brief cases; umbrellas, walking sticks; parts and fittings for all the aforesaid goods, clothing, head gear, footwear
United Kingdom	Without Prejudice	UK00002362 033	23 April 2004	14 18 and 25	Precious metals and their alloys and goods in precious metals or coated therewith; jewellery, cufflinks, tie

					pins; precious stones, horological and chronometric instruments, watches, watch straps, watch cases leather and imitations of leather and goods made of these materials and not included in other classes: trunks and travelling bags, brief cases: umbrellas, walking sticks; parts and fittings for all the aforesaid goods, clothing, head gear, footwear
United States of America	Without Prejudice	4572757	22 July 2014	25	Clothing, namely suits, jackets, shirts, trousers, ties, knitwear, namely, v-neck and round neck jumpers and cardigans, gilets
India	With Prejudice	2208967	Refused application pending	14, 8, 25	
Nigeria	Without Prejudice	F/TM/2009/2425	Pending	18	
Nigeria	Without Prejudice	F/TM/2009/2424	Pending	25	

Signed by [SIGNING DIRECTOR] for  
and on behalf of Zanzibar Style  
Limited

A large, stylized handwritten signature in black ink, appearing to be a cursive or calligraphic style, positioned above a horizontal dotted line.

Signed by [SIGNING DIRECTOR] for  
and on behalf of WPL Creative  
Limited

A smaller, more legible handwritten signature in black ink, appearing to be the name 'Kilady', positioned above a horizontal dotted line.