

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freeman Automotive (UK) Ltd.		11/01/2015	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	EBC Holdings Limited		
Street Address:	EBC Brakes World Headquarters		
Internal Address:	Upton Valley Way East		
City:	Pineham, Northampton		
State/Country:	UNITED KINGDOM		
Postal Code:	NN4 9EF		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4192863	GREEN STUFF	
Registration Number:	3369177	EBC	
CORRESPONDENCE DATA			
Fax Number:	2123099560		
<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:	212.801.2168		
Email:	NYTrademarks@gtlaw.com		
Correspondent Name:	Masahiro Noda		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	200 Park Avenue, 38th Fl.		
Address Line 4:	New York, NEW YORK 10166		
DOMESTIC REPRESENTATIVE			
Name:	Masahiro Noda		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	200 Park Avenue, 38th Fl.		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Masahiro Noda		

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SIGNATURE:	/MASAHIRO NODA/
DATE SIGNED:	02/10/2017
Total Attachments: 16 source=Freeman Automotive to EBC Holdings#page1.tif source=Freeman Automotive to EBC Holdings#page2.tif source=Freeman Automotive to EBC Holdings#page3.tif source=Freeman Automotive to EBC Holdings#page4.tif source=Freeman Automotive to EBC Holdings#page5.tif source=Freeman Automotive to EBC Holdings#page6.tif source=Freeman Automotive to EBC Holdings#page7.tif source=Freeman Automotive to EBC Holdings#page8.tif source=Freeman Automotive to EBC Holdings#page9.tif source=Freeman Automotive to EBC Holdings#page10.tif source=Freeman Automotive to EBC Holdings#page11.tif source=Freeman Automotive to EBC Holdings#page12.tif source=Freeman Automotive to EBC Holdings#page13.tif source=Freeman Automotive to EBC Holdings#page14.tif source=Freeman Automotive to EBC Holdings#page15.tif source=Freeman Automotive to EBC Holdings#page16.tif	

DATED 01 NOVEMBER 2015

- (1) FREEMAN AUTOMOTIVE (UK) LTD
- (2) EBC HOLDINGS LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

LONDON ♦ MILTON KEYNES



TRADEMARK
REEL: 005986 FRAME: 0550

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THIS DEED IS MADE THE 01 DAY OF NOVEMBER 2015

BETWEEN

- (1) **FREEMAN AUTOMOTIVE (UK) LTD** incorporated and registered in England and Wales with company number 1690939 whose registered office is at EBC Brakes World Headquarters, Upton Valley Way East, Pineham, Northampton NN4 9EF (the "**Assignor**"); and
- (2) **EBC HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 9794277 whose registered office is at EBC Brakes World Headquarters, Upton Valley Way East, Pineham, Northampton, United Kingdom NN4 9EF (the "**Assignee**").

BACKGROUND

- (A) The Assignor, formerly of Unit B Barker Buildings, Countess Road, Northampton, Northamptonshire NN5 7EA, is the proprietor of the Assigned Rights (as defined below).
- (B) Further to a re-organisation of the group of companies to which the Assignor and the Assignee belong, the Assignor has agreed to assign to the Assignee the Assigned Rights (as defined below) on the terms set out in this agreement.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement:

"**Assigned Rights**" means the Trade Marks, Patents, Domain Names and Registered Designs

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

"**Domain Names**" means the domain names short particulars of which are set out in Schedule 3

"**Patents**" means the patents short particulars of which are set out in Schedule 2

"**Registered Designs**" means the registered designs short particulars of which are set out in Schedule 4

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

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994.

1.2 In this agreement, unless the context otherwise requires:

1.2.1 all words in the singular include the plural and vice versa and words in one gender include any other gender;

1.2.2 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;

- 1.2.3 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, description, phrase or term preceding those terms;
- 1.2.4 a reference to:
- 1.2.4.1 a "**person**" includes any individual, firm, body, corporate, association or partnership, government or state (whether or not having a separate legal personality);
 - 1.2.4.2 a "**company**" shall include any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.4.3 a "**holding company**" or a "**subsidiary**" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
 - 1.2.4.4 clauses and Schedules are to the clauses and Schedules of this agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or the Schedule in which they appear (as applicable);
 - 1.2.4.5 clause, Schedule and paragraph headings shall not affect the interpretation of this agreement;
 - 1.2.4.6 any party shall include that party's personal representatives, successors and permitted assigns;
 - 1.2.4.7 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision; and
 - 1.2.4.8 "**writing**" or "**written**" includes fax but not e-mail.

2 ASSIGNMENT

- 2.1 In consideration of the sole shareholder of the Assignor declaring, by way of written resolution, a dividend in specie of the transfer of the benefit of the intercompany liability between the Assignor and the Assignee, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks, Patents and Registered Designs;
 - 2.1.2 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
 - 2.1.3 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 arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3 VAT

- 3.1 All payments made by the Assignee under this agreement 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

- 4.1 The Assignor warrants that:
- 4.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights; and
 - 4.1.2 the Assigned Rights are free from any security interest, option, mortgage, charge or lien.

5 FURTHER ASSURANCE

- 5.1 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required:
- 5.1.1 for the purpose of giving full effect to this agreement; and
 - 5.1.2 to procure the registration of the Assignee as the proprietor of the Assigned Rights in the countries specified in the Schedules including compliance with all country-specific formalities in the countries specified in the Schedules.

6 WAIVER

- 6.1 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.

7 ENTIRE AGREEMENT

- 7.1 This Agreement, and any documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the transfer of the Assigned Rights.
- 7.2 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8 VARIATION

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

9 SEVERANCE

9.1 If any provision or part-provision of this agreement 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 agreement.

9.2 If any provision or part-provision of this agreement 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.

10 COUNTERPARTS

10.1 This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

11 THIRD PARTY RIGHTS

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

12 NOTICES

12.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery or special delivery in each case to that party's registered office, or sent by fax to that party's main fax number (or to such other address or fax number as that party may notify to the other party in accordance with this agreement).

12.2 Delivery of a notice is deemed to have taken place if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).

13 GOVERNING LAW AND JURISDICTION

13.1 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.

13.2 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 agreement or its subject matter or formation (including non-contractual disputes or claims).

**SCHEDULE 1
TRADE MARKS**

Registration Number	Mark Text	File Date	Renewal Date	Status	Nice Classes	Country
1199861	EBC	15/07/1983	15/07/2024	Registered	12	UK
2033460	EBC PRO-LITE	14/09/1995	14/09/2025	Registered	12	UK
2240731	EBC	27/07/2000	27/07/2020	Registered	01, 07, 09 and 12	UK
2432941	EBC VANBRAKE	19/09/2006	19/09/2016	Registered	12	UK
2560171		30/09/2010	30/09/2020	Registered	12	UK
2591826	CLEAN STUFF	12/08/2011	12/08/2021	Registered	03	UK
2240747	Double-H	27/07/2000	27/07/2020	Registered	12	UK
2191606		12/03/1999	12/03/2019	Registered	12	UK
2191604		12/03/1999	12/03/2019	Registered	12	UK
2553261		28/07/2003	31/01/2022	Registered	12 and 17	European Community
4456414	ULTIMAX	30/06/2006	31/05/2015	Registered	12	European Community
3568771	EBC	02/02/2007	30/11/2023	Registered	01, 07 and 12	European Community
2457849	EBC	19/08/2011	19/08/2021	Registered	12	Argentina
820363537	EBC	23/11/1999	23/11/2019	Registered	7.6	Brazil
TMA416971	EBC	17/09/1993	17/09/2023	Registered	12	Canada
TMA831123 (1529501)		05/09/2012	05/09/2027	Registered	12	Canada
TMA831124 (1529499)		05/09/2012	05/09/2027	Registered	12	Canada

TMA835133 (1529502)	Double-H	27/05/2011	26/10/2027	Registered	12	Canada
188856	EBC	29/03/2006	29/03/2016	Registered	12	Israel
754231	EBC	31/08/2006	31/08/2016	Registered	12	New Zealand
340522		27/12/2007	13/02/2016	Registered	35	Russian Federation
2010/03759	EBC	22/10/2010	22/10/2020	Registered	12	South Africa
1301181		16/02/2008	15/02/2018	Registered	12	Taiwan
2008 05314	EBC	12/03/2009	30/01/2018	Registered	12	Turkey
4192863 (85329236)		24/05/2011	-	Registered	12 and 17	United States of America
3369177 (78538058)	EBC	23/12/2004	-	Registered	12	United States of America
1081323	Double-H	18/05/2011	18/05/2021	Registered	12	International Mark Protected in the European Community
1081321		18/05/2011	18/05/2021	Registered	12	International Trade Mark Protected in: European Community & USA
911445	EBC	30/08/2006	30/08/2016	Registered	07 and 12	International Trade Mark. Protected in: Australia, Norway and Switzerland Pending in: China

**SCHEDULE 2
PATENTS**

Registration Number	File Date	Status	Country
EP1650459	13.10.2005	Granted	European Community

**SCHEDULE 3
DOMAIN NAMES**

Domain name	Registrant	Expiry Date
ebcbrakes-webshop.co.uk	Freeman Automotive (UK) Limited	27/03/2017

**SCHEDULE 4
REGISTERED DESIGNS**

Registration Number	Design	File Date	Expiry Date	Status	Country
000417498-0001	Spring	13/10/2005	13/10/2020	Registered	European Community

IN WITNESS whereof this Deed has been executed and delivered as a deed on the date first above written.

EXECUTED as a DEED and DELIVERED by)
FREEMAN AUTOMOTIVE (UK) LTD acting
by **LUCY LAWSON** (a director) in the presence)
of:

.....*LUCY LAWSON*.....

LUCY LAWSON

Witness' Signature: *K. Simpson*.....

Witness' Name: *Kirsty Simpson*

Witness' Address: *Sebeck House*
1 Sebeck Place,

Knowlton, Milton Keynes,

MK5 8ER

EXECUTED as a DEED and DELIVERED by **EBC**)
HOLDINGS LIMITED acting by **LUCY**
LAWSON (a director) in the presence of:)

.....*Lawson*.....

LUCY LAWSON

Witness' Signature: *K. Simmons*

Witness' Name: *KIRSTY SIMMONS*

Witness' Address: *Sebeck House,
1 Sebeck Place, Knowlton,
Milton Keynes, MK5 8FR*