

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JD SPORTS FASHION PLC		11/11/2016	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	GIO-GIO BRANDS LIMITED		
Street Address:	Spring Court, Spring Road		
City:	Hale, Cheshire		
State/Country:	ENGLAND		
Postal Code:	Wa14 2UQ		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4250309	GIO-GOI	
Registration Number:	3250144	GIOGOI	
Registration Number:	3891682	GIO-GOI	
CORRESPONDENCE DATA			
Fax Number:	4158825400		
<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:	415-882-5300 Ext 238		
Email:	jbegler@nvlawllp.com		
Correspondent Name:	Jay Begler, c/o Niesar & Vestal LLP		
Address Line 1:	90 New Montgomery Street		
Address Line 2:	Ninth Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Jay Begler		
SIGNATURE:	/Jay Begler/		
DATE SIGNED:	05/17/2017		
Total Attachments: 9			
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THIS AGREEMENT is made on 11 NOVEMBER 2016

BETWEEN

- (1) **JD SPORTS FASHION PLC** a company incorporated in England and Wales under number 01888425 whose registered office is at Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR ("the Assignor"); and
- (2) **GIO-GOI BRANDS LIMITED** a company incorporated in England and Wales under number (registered no. 10126676 whose registered office is at Spring Court, Spring Road, Hale, Cheshire, England, Wa14 2UQ ("the Assignee")

WHEREAS

- (A) The Assignor owns the intellectual property rights as set out in the schedules to this Agreement.
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the intellectual property rights shown in the schedules to this Agreement on the terms set out in this Agreement

NOW IT IS AGREED that:

1. INTERPRETATION

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this Agreement

- "Assigned Rights" the Trade Marks, Designs, Domain Names and Intellectual Property Rights set out in Schedules 1 and 2;
- "Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- "Designs" the registered designs short particulars of which are set out in Schedule 1;
- "Domain Names" the domain names listed in Schedule 2;
- "Initial Consideration" the sum of ██████████ to be paid in accordance with clause 4.3.1 of the Main Agreement;

“Intellectual Property Rights”	trade marks and services marks, designs, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;}
“Main Agreement”	an asset purchase agreement dated the date of this agreement between the Assignor and the Assignee;
“Trade Marks”	the registered trade marks short particulars of which are set out in Schedule 1;
“VAT”	value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union

1.2 Headings

Clause and schedule headings shall not affect the interpretation of this Agreement

1.3 Schedules

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

References to clauses and schedules are to the clauses and schedules of this Agreement

1.5 Number

Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular

1.6 Gender

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

1.7 Statutory references

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation

1.8 Subordinate legislation

A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision

1.9 Writing or written

"Writing" or "written" includes faxes but not e-mail

1.10 Illustrative terms

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, description, definition, phrase or term preceding those terms

1.11 Person

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

Pursuant to and for the Initial Consideration as set out and defined in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely 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 and Designs;

2.1.2 all goodwill attaching to the Trade Marks and Designs and in respect of the business relating to the goods or services in respect of which the Trade Marks and Designs are registered or used;

2.1.3 the title to and sole and exclusive right of use of the Domain Names;

2.1.4 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 Grossing up

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

3.2 Payment of VAT

If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice

3.3 Interest and penalties

If the Assignee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor

4. FURTHER ASSURANCE

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

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 Whole Agreement

This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter

6.2 Non-reliance

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 Fraud

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 Enforceability

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 Modification

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 Form and delivery

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:

11.1.1 Assignor: FAO the Company Secretary, JD Sports Fashion Plc, Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR;

11.1.2 Assignee: The directors GIO- GOI BRANDS LIMITED Spring Court, Spring Road, Hale, Cheshire, England, WA14 2UQ;

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

11.2 Receipt

Any notice shall be deemed to have been duly received:

11.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

11.2.2 if sent by pre-paid first-class post or recorded delivery, on the second Business Day after posting; or

11.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed

11.3 E-mail

A notice required to be given under this Agreement shall not be validly given if sent by e-mail

11.4 Service of proceedings

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 Governing law

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 Jurisdiction

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)

AS WITNESS the hands of the parties or their duly authorised representatives the date first above written

SIGNED BY

NAME: PETER ALAN COWELL
STATUS: EXECUTIVE CHAIRMAN
for and on behalf of
JD SPORTS FASHION PLC
in the presence of:

}
} P A Cowell
}

Witness Signature:

[Handwritten Signature]

Name: STOSHAN NAWOSLEH

Address: C/O HOLLINSBROOK WAY, ALSWORTH, BURY

Occupation: SOLICITOR

SIGNED BY

NAME:
STATUS:
for and on behalf of
GIO-GOI BRANDS LIMITED
in the presence of:

}
}
}
}
}
}


Witness Signature:

Name:

Address:

Occupation:

SCHEDULE 1

United States of America		77198066	05/06/2007	4250309	27/11/2012
United States of America	GIOGOI [WORD]	76693014	09/03/2005	3250144	12/08/2007
United States of America	GIO-GOI [WORD]	77198104	05/06/2007	3891682	21/12/2010