

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Technology Limited		04/20/2017	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Leisure Lines (GB) Limited		
Street Address:	Units 1 & 2 Jacknell Road		
Internal Address:	Dodwells Bridge Industrial Estate, Hinckley		
City:	Leicestershire		
State/Country:	UNITED KINGDOM		
Postal Code:	LE10 3BS		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3315073	POWERBAG	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
<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:	3038639700		
Email:	mtrudell@sheridanross.com		
Correspondent Name:	Miriam D. Trudell		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 2:	Sheridan Ross P.C.		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	6222LL-1		
DOMESTIC REPRESENTATIVE			
Name:	Miriam D Trudell		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 2:	Sheridan Ross P.C.		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Miriam D. Trudell		

CH \$40.00 3315073

SIGNATURE:	/miriam trudell/
DATE SIGNED:	07/19/2017
Total Attachments: 9 source=agreement for recordation#page1.tif source=agreement for recordation#page2.tif source=agreement for recordation#page3.tif source=agreement for recordation#page4.tif source=agreement for recordation#page5.tif source=agreement for recordation#page6.tif source=agreement for recordation#page7.tif source=agreement for recordation#page8.tif source=agreement for recordation#page9.tif	

Date: 31st March 2017

- (1) Performance Technology Limited**
- (2) Leisure Lines (GB) Limited**
- (3) Mark James Brian Bellamy**

**Sale Agreement and Assignment
relating to the Powerbag intellectual property**



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Date: 20th APRIL 2017

Sale Agreement and Assignment

Parties:

- (1) **Performance Technology Limited** a company incorporated in England and Wales number 3976834 with its registered office at Mortimer House, Holmer Road, Hereford HR4 9TA (the **Seller**)
- (2) **Leisure Lines (GB) Limited** a company incorporated and registered in England and Wales with company number 03286177 whose registered office is at Units 1 & 2 Jacknell Road Dodwells Bridge Industrial Estate, Hinckley Leicestershire LE10 3BS (the **Buyer**)
- (3) **Mark James Brian Bellamy** of Primrose Cottage, 2 The Green, Mordiford, Hereford and Worcester HR1 4LR (**Mr Bellamy**)

Recitals:

- (A) The Seller is the owner of various Intellectual Property Rights in or associated with the range of products known as Powerbag
- (B) The Buyer has for some time been a licensee of the Assigned Rights from the Seller
- (C) The Seller has agreed to sell and the Buyer has agreed to purchase the Assigned Rights on the terms of this agreement

Operative provisions:

1 Interpretation

- 1.1 In this agreement the following terms have the respective meanings set against them:

Assigned Rights all the Intellectual Property Rights in or associated with the Product including but not limited to (a) the Registered Rights set out in Schedule 1, (b) all other Intellectual Property Rights of the Seller in or associated with the Product or required or useful in the production and exploitation of the Product and (c) the benefit with effect from the Transfer Date of all licences of all such Intellectual Property Rights

Associated Rights (a) the right to prosecute and the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Assigned Rights;

(b) all goodwill attaching to the trade marks comprised in the Assigned Rights and in respect of the business relating to the Products or any other goods or services in respect of which the trade marks comprised in the Assigned Rights are registered or used;

- (c) all rights to receive royalties or other payments under or in respect of licences of the Assigned Rights, other than royalties payable by the Buyer to the Seller in respect of the period before the Transfer Date; and
- (d) the right to bring, make, oppose, defend or 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 any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

Business Day	a day (other than a Saturday or Sunday or a public holiday in England) on which clearing banks in the City of London are open for normal sterling banking business
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks (including service marks), business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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, and the benefit of all licences of any such rights whether as licensor or licensee
Product	the range of products now known as Powerbag (including past, present or future evolutions of the product and range)
Registered Rights	Intellectual Property Rights formally granted by any authority or registered in any official registry and applications for such Intellectual Property Rights
Transfer Date	the date of this agreement
UK	Great Britain and Northern Ireland

1.2 In this agreement, unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa and a reference to any gender includes the other genders;
- 1.2.2 references to persons include companies, unincorporated associations and partnerships;

- 1.2.3 words and phrases defined in the Companies Act 2006 have the same meanings, but the word **company** includes any body corporate;
- 1.2.4 references to **clauses** are to clauses or sub-clauses of this agreement, references to **Schedules** are to schedules to this agreement;
- 1.2.5 references to **writing** include email and fax
- 1.2.6 references to any English legal term for any action, remedy, judicial process, legal document, legal status, court, official or legal concept shall, in respect of any jurisdiction other than England, be deemed to include that which most nearly approximates in that jurisdiction to the English legal term; and
- 1.2.7 examples preceded by the words **including** or **in particular** are to be construed as not limiting the generality of the words preceding the example.
- 1.3 In this agreement headings are for convenience only and are not to affect the construction of anything in this agreement.

2 Agreement for Sale and Assignment

- 2.1 The Seller agrees to sell and the Buyer agrees to buy the Assigned Rights, being the rights assigned to the Seller by the Seller in favour of the Seller, in accordance with the terms of this agreement.
- 2.2 The Seller agrees to sell and the Buyer agrees to buy the Assigned Rights, being the rights assigned to the Seller by the Seller in favour of the Seller, in accordance with the terms of this agreement.
- Seller and paid by the Buyer to the Seller in the ordinary course.
- 2.3 In consideration of the price stated in clause 2.1, the Seller hereby assigns to the Buyer absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including the Associated Rights.
- 2.4 Simultaneously with the execution of his agreement and as a precondition to the payment of the price, the Seller shall deliver to the Buyer a written release, in form and substance satisfactory to the Buyer, of the release of the Assigned Rights from the debenture dated 28 March 2003 created by the Seller in favour of National Westminster Bank PLC.

3 Warranties

- 3.1 The Seller warrants that:
- 3.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights (except for some rights held by Robert Coleman);

- 3.1.2 for each of the applications and registrations listed in Schedule 1 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- 3.1.3 it has not licensed or assigned any of the Assigned Rights
- 3.1.4 the Assigned Rights are free from any security interest, option, mortgage, charge or lien other than the debenture referred to in clause 2.4;
- 3.1.5 it is unaware of any infringement or likely infringement of any of the Assigned Rights, save as disclosed in writing to the Buyer;
- 3.1.6 exploitation of the Assigned Rights will not infringe the Intellectual Property Rights of any third party;
- 3.1.7 the designs and any copyright works comprised in the Assigned Rights are its original work or that of Mr Bellamy and have not been copied wholly or substantially from any other source.

4 Confirmation by Mr Bellamy

- 4.1 If and to the extent that Mr Bellamy is the owner of or has any right, title or interest in any of the Assigned Rights (whether as inventor, author or otherwise) (or in any Intellectual Property Rights which would be Assigned Rights if owned by the Company) Mr Bellamy hereby joins in and confirms the assignment of all such rights to the Buyer and hereby waives and releases any other right he may have in respect of the Assigned Rights which is not effectively assigned to the Buyer.
- 4.2 Mr Bellamy, being the sole author of the copyright works comprised in the Assigned Rights, waives absolutely his moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Materials and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

5 Further assurance

- 5.1 The Seller and Mr Bellamy shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:
 - 5.1.1 registration of the Buyer as applicant or (as applicable) proprietor of the Assigned Rights; and
 - 5.1.2 assisting the Buyer in obtaining, defending and enforcing the Assigned Rights (including the Associated Rights), and assisting with any other proceedings which may be brought by or against the Buyer against or by any third party relating to the Assigned Rights.
- 5.2 The Seller appoints the Buyer or any director of the Buyer to be its attorney in its name and on its behalf to execute documents, use the Seller's name and do all things

which are necessary or desirable for the Buyer to obtain for itself or its nominee the full benefit of this agreement. This power of attorney is irrevocable and is given by way of security to secure the performance of the Seller's obligations under this agreement and the proprietary interest of the Buyer in the Assigned Rights and so long as such obligations of the Seller remain undischarged, or the Buyer has such interest, the power may not be revoked by the Seller, save with the consent of the Buyer. The Seller undertakes to ratify and confirm everything that the attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

The parties have executed this document as a deed on the date stated at the top of page 1.

**Schedule 1
The Registered Rights**

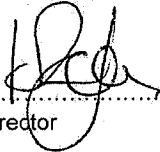
Patents and patent applications			
Country	Right	Registration/ Application No.	Registration/ Application Date
UK	Patent	GB2490595	26 Feb 2013
EU	Patent	EP1501611	1 May 2003
EU	Patent Application	12166590.5	3 Feb 2012

Trade marks				
Country	Trade Mark	Registration No.	Registration Date	Classes
UK	POWERBAG (series of 3)	2302748	15 Nov 2002	10, 28
EU	POWERBAG	3670701	4 July 2005	9, 10, 16, 28
US	POWERBAG	3315073	23 Oct 2007	9, 10, 16, 28
Madrid Protocol covering China	POWERBAG	826419	3 Mar 2004	10, 28

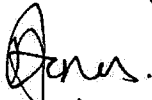
Registered designs			
Country	Design	Registration No.	Registration Date
EU	Exercise equipment	001274617-0001	6 May 2011

Domain names	Registered by	Registered on	Expiry date	Last Updated
Powerbag.co.uk	Performance Technology Ltd	09-Jun-03	09-Jun-17	02-Jun-16

Executed as a deed (but not delivered until dated) by Performance Technology Limited acting by a director in the presence of:

} 
.....
Director

Witness signature:



Witness name: PAUL JONES

Witness address: 31 CAMPBELL ROAD
HEREFORD HR1 1AD

Executed as a deed (but not delivered until dated) by Leisure Lines (GB) Limited acting by a director in the presence of:


} 
.....
Director

Witness signature:



Witness name: Tom Rooke

Witness address:


TOM ROOKE
1 JOSEPH LEVY WALK,
COVENTRY, CV3 1QH

Executed as a deed (but not delivered until dated) by Mark James Brian Bellamy in the presence of:

} 
.....

Witness signature:



Witness name: PAUL JONES

Witness address: 31 CAMPBELL ROAD

HR1 1AD