

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PUFFA BRANDS LIMITED		09/20/2017	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SDI (PFFA HOLDINGS) LIMITED		
Street Address:	Unit A, Brook Park East		
City:	Shirebrook		
State/Country:	UNITED KINGDOM		
Postal Code:	NG208RY		
Entity Type:	limited company (Ltd.): UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1374840	PUFFA	
CORRESPONDENCE DATA			
Fax Number:	6167522500		
<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:	(616) 752-2000		
Email:	trademarks@wnj.com		
Correspondent Name:	WARNER NORCROSS & JUDD LLP		
Address Line 1:	111 LYON STREET NW		
Address Line 2:	900 FIFTH THIRD CENTER		
Address Line 4:	GRAND RAPIDS, MICHIGAN 49503-2487		
NAME OF SUBMITTER:	James L. Scott		
SIGNATURE:	/JS/		
DATE SIGNED:	09/28/2017		
Total Attachments: 11			
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DATED

20 SEPTEMBER 2017

DEED OF ASSIGNMENT OF TRADE MARKS

between

PUFFA BRANDS LIMITED

and

SDI (PFFA HOLDINGS) LIMITED

This deed is dated 20 SEPTEMBER 2017.

PARTIES

- (1) **PUFFA BRANDS LIMITED** incorporated and registered in England and Wales with company number 06886622 whose registered office is at 242-246 Marylebone Road, London, England, NW1 6JQ (Assignor).
- (2) **SDI (PFFA HOLDINGS) LIMITED** incorporated and registered in England and Wales with company number 10910124 whose registered office is at Unit A, Brook Park East, Shirebrook NG20 8RY (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 of assignment.

Agreed terms

1. Interpretation

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

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

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed of assignment. The Schedules form part of this deed of assignment and shall have effect as if set out in full in the body of this deed of assignment. Any reference to this deed of assignment includes the Schedules. References to clauses and Schedules are to the clauses and Schedules of this deed of assignment.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.5 This deed of assignment shall be binding on, and enure to the benefit of, the parties to this deed 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.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this deed of assignment. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this deed of assignment under that statute or statutory provision.
- 1.7 A reference to writing or written excludes faxes and email.
- 1.8 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.
- 1.9 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. ASSIGNMENT

The Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all statutory and common law rights attaching to the Trade Marks, and that part of the Assignor's business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) 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 of assignment.

3. INDEMNITY

- 3.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and direct losses (excluding any indirect or 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 the enforcement of this deed of assignment.

- 3.2 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.
- 3.3 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.
4. **FURTHER ASSURANCE**
- 4.1 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 of assignment.
- 4.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks 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 or file applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks); and, if applicable, any prosecutions relating to the Trade Marks;
 - (d) ensure that, for a period of two (2) years from the date of this deed of assignment, copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are delivered to the Assignee as soon as reasonably practicable, marked for the attention of 'Head of Legal Department' 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).
- 4.3 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) within 14 days after the date of this deed of assignment all deeds, documents of title, certificates and other files and records (including those of its agents) in its possession relating to the Trade Marks.

- 4.4 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 agreement. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement 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.
- 4.5 Without prejudice to clause 4.4, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this agreement requires the Assignor to take; and
 - (b) exercise any rights which this agreement gives to the Assignor.
- 4.6 The Assignor undertakes to ratify and confirm everything that the Assignee does or arranges, or purports to do or arrange, in good faith in exercise of any power granted under this clause.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this deed of assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. ENTIRE AGREEMENT

- 6.1 This deed of assignment 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 its subject matter.
- 6.2 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 of assignment.

7. VARIATION

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

8. SEVERANCE

- 8.1 If any provision or part-provision of this deed of assignment 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 of assignment.
- 8.2 If any provision or part-provision of this deed of assignment 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.

9. COUNTERPARTS

- 9.1 This deed of assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 9.2 Transmission of an executed counterpart of this deed of assignment (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed of assignment. If this 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.
- 9.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

10. THIRD PARTY RIGHTS

This deed of assignment does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed of assignment.

11. NOTICES

- 11.1 Any notice given to a party under or in connection with this deed of assignment shall be in writing and shall be 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).
- 11.2 Any notice shall be deemed to have been received:

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

11.3 This clause 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.

11.4 A notice given under this deed of assignment is not valid if sent by fax or email.

12. GOVERNING LAW

This deed of assignment 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.



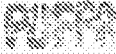

13. JURISDICTION

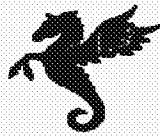
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed of assignment or its subject matter or formation.

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


Schedule 1 Trade Marks

Part 1 Registered Trade Marks

Country	Official No.	Title	Local Classes	Next Renewal Date
Australia	399576	PUFFA	28	08-Nov-2024
Canada	TMA334222	PUFFA	25	13-Nov-2032
China	738415	PUFFA	18, 25	06-Jul-2020
European Community	001053792	PUFFA	25	26-Jan-2019
European Community	005114780	PUFFA	18	26-Jan-2019
European Community	003564228	PUFFA	09, 24, 35	01-Dec-2023
European Community	14882896		18, 25, 35	07-Jan-2026
European Community	14882934		18, 25, 35	07-Jan-2026
Hong Kong	199407993	PUFFA	25	16-Feb-2024
Iceland	738415	PUFFA	18, 25	06-Jul-2020
Japan	738415	PUFFA	18, 25	06-Jul-2020
Madrid Agreement & Protocol (TM)	738415	PUFFA	18, 25	06-Jul-2020
New Zealand	238997	PUFFA	25	19-Jul-2025
South Korea	401108996	PUFFA	25	01-Jun-2025
Switzerland	2P-420061	PUFFA	25	11-Feb-2024
United Kingdom	1042914	PUFFA	25	26-Feb-2026
United Kingdom	UK00001242511		25	23-May-2026
United Kingdom	2106939	PUFFA	18	02-Aug-2026
United Kingdom	1451729		25	21-Dec-2017

United Kingdom	3232165		18, 25, 35	Published for opposition period 14-July-2017
United Kingdom	1574309	PUFFA	18, 25	03-Jun-2021
United States of America	1374840	PUFFA	25	10-Dec-2025

Part 2 Unregistered Trade Marks

Trade Mark	Goods or services in respect of which the mark has been used
	Class 9 - electrical and scientific apparatus Class 18 - leather goods Class 24 - fabrics Class 25 - clothing Class 35 - advertising and business

Executed as a deed by

PUFFA BRANDS LIMITED

acting by ROBERT SMITS

a director, in the presence of:

Witness Signature: [Signature]

Witness Name BETHAN LLOYD

Witness Address 4/2 LESZLA
SANTALIN TORACE W12 7AB

Witness Occupation SOLICITOR

[Signature]

Director

Executed as a deed by

SDI (PFFA HOLDINGS) LIMITED

acting by.....

a director, in the presence of:

Witness Signature.....

Witness Name.....

Witness Address.....

.....

Witness Occupation.....

.....

Director

Executed as a deed by
PUFFA BRANDS LIMITED

acting by.....

a director, in the presence of:

Witness Signature.....

Witness Name.....

Witness Address.....

.....

Witness Occupation.....

.....

Director

Executed as a deed by
SDI (PFFA HOLDINGS) LIMITED

acting by..RACHEL SROCKTOL

a director, in the presence of:

Witness Signature.....

Witness Name..JAMES FUSSELL

Witness Address.....

.....

Witness Occupation..SOLICITOR



Director

International Brands Management Ltd
Unit A Brook Park East
Meadow Lane, Shirebrook
Nottinghamshire
NG20 8RY
Tel: 0870 836 7330 Fax: 0870 836 7331