

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM480756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Windsor Castle Brewery Limited		06/25/2018	limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Halewood International Limited		
Street Address:	The Sovereign Distillery		
Internal Address:	Wilson Road		
City:	Liverpool		
State/Country:	UNITED KINGDOM		
Postal Code:	L36 6AD		
Entity Type:	limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87442988	PEAKY BLINDER	
CORRESPONDENCE DATA			
Fax Number:	7072556876		
<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:	707-252-7122		
Email:	tmdept@dpf-law.com		
Correspondent Name:	J. Scott Gerien		
Address Line 1:	1455 First Street, Suite 301		
Address Line 4:	Napa, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	HALE2-047 7/5/18		
NAME OF SUBMITTER:	J. Scott Gerien		
SIGNATURE:	/J. Scott Gerien/		
DATE SIGNED:	07/05/2018		
Total Attachments: 11			
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Dated: 25 June 2018

(1) WINDSOR CASTLE BREWERY LIMITED

(2) HALEWOOD INTERNATIONAL LIMITED

Assignment agreement

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THIS DEED is made on the 25th day of June 2018

BETWEEN

- (1) Windsor Castle Brewery Limited (registered number 05063381) whose registered office is at Unit 2 Conyers Trading Estate Station Drive, Lye, Stourbridge, West Midlands, DY9 3EH ("WCB"); and
- (2) Halewood International Limited (registered number 03920410) whose registered office is at The Sovereign Distillery, Wilson Road, Liverpool, L36 6AD ("Halewood").

BACKGROUND

- (A) WCB is the registered proprietor of, or applicant for, the Trade Marks.
- (B) WCB has agreed to assign to Halewood the Trade Marks on the terms and conditions of this Deed.

1. DEFINITIONS AND INTERPRETATION

In this Deed:

- 1.1 the following words and expressions have the following meanings unless the context otherwise requires:

"Business Day"	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
"Kit"	the Rybeck plant equipment installed in the brewery operated by WCB to the value of £[REDACTED]
"Registered Trade Marks"	the registered trade marks particulars of which are set out at Part 1 of Schedule 1
"Trade Mark Applications"	the trade mark particulars of which are set out at Part 2 of Schedule 1
"Trade Marks"	the Registered Trade Marks and the Trade Mark Applications

- 1.2 references to the background section, clauses and Schedules are to the background section and clauses of and schedules to this Deed;
- 1.3 the Schedules form part of this Deed and will have the same force and effect as if set out in the body of this Deed and any reference to this Deed will include the Schedules;
- 1.4 the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Deed;
- 1.5 unless the context otherwise requires:
 - 1.5.1 references to the singular include the plural and vice versa and references to any gender include every gender;
 - 1.5.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

- 1.6 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.7 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.8 the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.9 references to "in writing" or "written" include facsimile and e-mail but not other methods of electronic messaging; and
- 1.10 any reference to any English or Welsh legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction.

2. TRANSFER OF TITLE

- 2.1 In consideration of the transfer by Halewood to WCB of the legal title, beneficial ownership and risk in and to the Kit, WCB assigns to Halewood absolutely and with full title guarantee the Trade Marks and the full and exclusive benefit of each of them, including all statutory and common law rights and all goodwill attaching to the Trade Marks, together with the right to sue for past infringements and to retain any damages or other benefit obtained as a result of such action.
- 2.2 Each party will at its own cost:
 - 2.2.1 execute all such documents and do all such acts and things; and
 - 2.2.2 procure that all relevant third parties execute all such documents and do all such acts and things

as the other party may reasonably request from time to time in order to give full effect to the provisions of this Deed (including the rights given under it), including vesting fully in Halewood the full right, title and interest in the Trade Marks, including, without limitation, the registering Halewood as applicant or registered proprietor of the Trade Marks

- 2.3 WCB appoints Halewood to be its attorney in his name and on its behalf to execute documents, use WCB's name and do all things which are necessary or desirable for Halewood to obtain for itself or its nominee the full benefit of this Deed. This power of attorney is irrevocable and is given by way of security to secure the performance of WCB's obligations under this Deed and the proprietary interest of Halewood in the Trade Marks and so long as such obligations of WCB remain undischarged, or Halewood has such interest, the power may not be revoked by WCB, save with the consent of Halewood.

3. WARRANTIES

- 3.1 Each party warrants to the other that it has full power to enter into and perform this Deed.
- 3.2 WCB warrants to Halewood that it has not charged or encumbered any of the Trade Marks and that Halewood will have quiet possession of the Trade Marks, uninterrupted or disturbed by WCB or any person claiming under or in trust for it.

4. **NOTICE**

4.1 Subject to **clause 4.6**, any notice given under or in connection with this Deed will be in the English language, marked for the attention of the specified representative of the party to be given the notice and:

- 4.1.1 sent to that party's address by guaranteed next working day delivery and proof of delivery;
- 4.1.2 delivered to or left at that party's address; or
- 4.1.3 sent by e-mail to that party's e-mail address.

The address, e-mail address and representative for each party are set out below and may be changed by that party giving at least five (5) Business Days' notice in accordance with this **clause 4**.

WCB	Halewood
Unit 2 Conyers Trading Estate Station Drive, Lye, Stourbridge, West Midlands, DY9 3EH	The Sovereign Distillery, Wilson Road, Liverpool, L36 6AD
chrissadler@sadlersales.co.uk	nikki.ferguson@halewood-int.com
For the attention of: Managing Director	For the attention of: Head of Legal

4.2 Any notice given in accordance with clause will be deemed to have been served:

- 4.2.1 If given as set out in **clause 4.1.1**, at 9.00am on the Business Day after the date of posting;
- 4.2.2 if given as set out in **clause 4.1.2**, at the time the notice is delivered to or left at that party's address; and
- 4.2.3 if given as set out in **clause 4.1.3**, at the time of sending the e-mail;

provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

4.3 If a notice is given in accordance with **clause 4.1.3**, the title to the e-mail will begin with the words "Service of Notice" and a copy of the notice will be sent to the receiving party's address (as set out in or changed in accordance with **clause 4.1**) by pre-paid mail delivery service providing guaranteed next working day delivery and proof of delivery within 24 hours after sending the e-mail.

4.4 For the purposes only of this **clause 4**, references to time of day are to the time of day at the address of the recipient party as referred to in **clause 4.1** and references to Business Days are to normal working days in the territory in which such address is situated.

4.5 To prove service of a notice or communication it will be sufficient to prove that the provisions of **clause 4.1** were complied with.

4.6 This **clause 4** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

5. **GENERAL**

- 5.1 This Deed constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 5.1.1 neither party has entered into this Deed in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Deed;
 - 5.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Deed and which is expressly set out in this Deed will be for breach of contract; and
 - 5.1.3 nothing in this **clause 5** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 5.2 A delay in exercising or failure to exercise a right or remedy under or in connection with this Deed will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 5.3 If any term of this Deed is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Deed and this will not affect the remainder of this Deed which will continue in full force and effect.
- 5.4 No variation to this Deed will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.
- 5.5 Nothing in this Deed and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties or, save as expressly provided otherwise in this Deed, give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 5.6 Each party agrees that it is an independent contractor and is entering into this Deed as principal and not as agent for or for the benefit of any other person.
- 5.7 This Deed may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.
- 5.8 The parties do not intend that any term of this Deed will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 5.9 This Deed and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 5.10 Subject to **clause 5.11**, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Deed (including in relation to any non-contractual obligations) and each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales.
- 5.11 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

This agreement is executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

PART 1 - The Registered Trade Marks

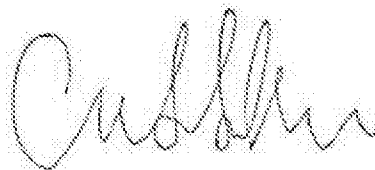
Country	Mark	Number	Filing Date	Reg Date	Class	Goods
UK	PEAKY BLINDER	3063420	09/07/2014	17/10/2014	32	Beer
UK	PEAKY BLINDER	3157543	01/04/2016	05/08/2016/	29	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs, milk and milk products; edible oils and fats; prepared meals; soups and potato crisps.
					30	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, edible ices; honey, treacle; yeast, baking-powder, salt, mustard, vinegar, sauces (condiments); spices; ice; sandwiches; prepared meals; pizzas, pies and pasta dishes.
					33	Alcoholic beverages (except beers); alcoholic wines; spirits and liqueurs; alcopops; alcoholic cocktails.
					34	Services for providing food and drink; temporary accommodation; restaurant, bar and catering services; provision of holiday accommodation; booking and reservation services for restaurants and holiday accommodation; retirement home services; creche services.
EU	PEAKY BLINDER	017010257	19/07/2017	01/11/2017	32	Beer
					33	Alcoholic beverages (except beer); spirits.

PART 2 - The Trade Mark Applications

Country	Mark	Number	Filing Date	Class	Goods
CA	PEAKY BLINDER	1837849-00	16/05/2017	32	Beer
				33	Alcoholic beverages
US	PEAKY BLINDER	87442988	09/05/2017	32	Beer
				33	Alcoholic beverages, except beer
WO (designating BH, DZ, KG, KZ, MA, MX, OM, RU, SY, TJ, TM, TN, UZ.)	PEAKY BLINDER	15783	12/06/2018	32	Beer
				33	Alcoholic beverages, except beer; spirits
NZ	PEAKY BLINDER	1094985	08/06/2018	32	
				33	
AU	PEAKY BLINDER	1932732	08/06/2018	32	
				33	
CN	PEAKY BLINDER	24318615	25/05/2017	32	
CN	PEAKY BLINDER	24318614	25/05/2017	33	

HK	PEAKY BLINDER	304559897	11/06/2018	32	
				33	
ZA	PEAKY BLINDER	2018/15976	07/06/2018	32	
ZA	PEAKY BLINDER	2018/15977	07/06/2018	33	

Signed as a deed by
WINDSOR CASTLE BREWERY LIMITED
acting by one director
in the presence of:



Signature of director

Witness Signature

ANN RAYBOULD

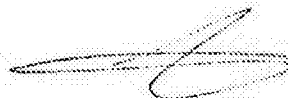
Witness Name:



Witness Address:

C/O WINDSOR CASTLE BREWERY LTD
CONNERS TRADING ESTATE
STATION DRIVE
LYE, STOURBRIDGE.

Signed as a deed by
HALEWOOD INTERNATIONAL LIMITED
acting by one director
in the presence of:



Signature of director

Witness Signature



Witness Name:

NICOLA FEEBURN

Witness Address:

SONGHEAN DISTILLERY, HUNTON BUSINESS
PARK, LIVERPOOL.