

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM480907

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Halewood International Limited		06/27/2018	limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sadlers Brewhouse Limited		
<b>Street Address:</b>	15-17 Church Street		
<b>City:</b>	Stourbridge, West Midlands		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	DY8 1LU		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87442988	PEAKY BLINDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7072527122		
<b>Email:</b>	tmdept@dpf-law.com		
<b>Correspondent Name:</b>	J. Scott Gerien		
<b>Address Line 1:</b>	1455 First Street, Suite 301		
<b>Address Line 4:</b>	Napa, CALIFORNIA 94559		
<b>ATTORNEY DOCKET NUMBER:</b>	HALE2-047 7/6/18		
<b>NAME OF SUBMITTER:</b>	J. Scott Gerien		
<b>SIGNATURE:</b>	/J. Scott Gerien/		
<b>DATE SIGNED:</b>	07/06/2018		
<b>Total Attachments: 10</b>			
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Dated: 27<sup>th</sup> June 2018

- (1) HALEWOOD INTERNATIONAL LIMITED
  - (2) SADLERS BREWHOUSE LIMITED
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Assignment agreement

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THIS DEED is made on the 27 day of June 2018

**BETWEEN**

- (1) Halewood International Limited (registered number 03920410) whose registered office is at The Sovereign Distillery, Wilson Road, Liverpool, L36 6AD ("**Assignor**") and
- (2) Sadlers Brewhouse Limited (registered number 09416020) whose registered office is at 15 - 17 Church Street, Stourbridge, West Midlands, DY8 1LU ("**Assignee**").

**BACKGROUND**

- (A) Assignor is the registered proprietor of, or applicant for, the Trade Marks.
- (B) Assignor has agreed to assign to Assignee 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
"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 allotment and issue to the Assignor by the Assignee of [REDACTED] new ordinary shares of [REDACTED] in the capital of the Assignee, the Assignor assigns to Assignee 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 Assignee the full right, title and interest in the Trade Marks, including, without limitation, the registering Assignee as applicant or registered proprietor of the Trade Marks

- 2.3 Assignor appoints Assignee to be its attorney in his name and on its behalf to execute documents, use Assignor's name and do all things which are necessary or desirable for Assignee 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 Assignor's obligations under this Deed and the proprietary interest of Assignee in the Trade Marks and so long as such obligations of Assignor remain undischarged, or Assignee has such interest, the power may not be revoked by Assignor, save with the consent of Assignee.

## **3. GENERAL**

- 3.1 This Deed constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
  - 3.1.1 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;

- 3.1.2 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
- 3.1.3 nothing in this **clause 3** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 This Deed may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.
- 3.8 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.
- 3.9 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.
- 3.10 Subject to **clause 3.11**, 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.
- 3.11 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.

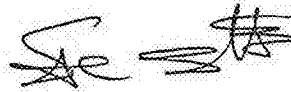


PART 2 - The Trade Mark Applications

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 )  
**SADLERS BREWHOUSE LIMITED** )  
acting by one director )  
in the presence of: )



Signature of director

Witness Signature



Witness Name: **NADIRA SALEH**

Witness Address: **3 FRANCIS ST. LONDON E15 1JG**

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

Signature of director

Witness Signature

Witness Name:

Witness Address:

Signed as a deed by )  
**SADLERS BREWHOUSE LIMITED** )  
acting by one director )  
in the presence of: )

Signature of director

Witness Signature

Witness Name:


Witness Address:

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



Signature of director

Witness Signature



Witness Name: *NICK FEGUS*

Witness Address: *Sovereign Distillery, Huyton Business Park  
Liverpool*