

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIGROUP, INC.		04/04/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	STERLING INTERNATIONAL GROUP LIMITED		
Street Address:	Hallmark House, Rowdell Road		
City:	Northolt		
State/Country:	UNITED KINGDOM		
Postal Code:	UB5 6AG		
Entity Type:	Private Limited Company of England and Wales: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4720245	STERLING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(212) 549-0346		
Email:	dcohen@reedsmith.com		
Correspondent Name:	Darren B. Cohen		
Address Line 1:	Reed Smith LLP, 599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			
Name:	Darren B. Cohen		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Darren B. Cohen		
SIGNATURE:	/Darren B. Cohen/		
DATE SIGNED:	06/01/2018		
Total Attachments: 8			
source=STERLING International Trademark Assignment#page1.tif			

OP \$40.00 4720245

source=STERLING International Trademark Assignment#page2.tif
source=STERLING International Trademark Assignment#page3.tif
source=STERLING International Trademark Assignment#page4.tif
source=STERLING International Trademark Assignment#page5.tif
source=STERLING International Trademark Assignment#page6.tif
source=STERLING International Trademark Assignment#page7.tif
source=STERLING International Trademark Assignment#page8.tif

INTERNATIONAL TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**"), dated April 4, 2018, (the "**Effective Date**"), is between UNIGROUP, INC., a Missouri corporation (the "**Assignor**"), and STERLING INTERNATIONAL GROUP LIMITED, a private limited company registered in England and Wales (the "**Assignee**" and, collectively with the Assignor, the "**Parties**").

WHEREAS, Assignor is the indirect parent of Assignee;

WHEREAS, Assignee and its subsidiaries operate under the trade name "Sterling;" and

WHEREAS, Assignor wishes to assign, transfer, deliver and convey to Assignee all of Assignor's rights, title, and interest in and to each "Sterling" Trademark identified on Schedule A (each such Trademark, an "**Assigned Trademark**"), including all rights under common law relating to each Assigned Trademark, the corresponding registrations and applications for each Assigned Trademark, and the goodwill appurtenant to each of the foregoing.

The Parties hereby agree as follows:

1. **Assignment.** The Assignor hereby assigns, transfers, delivers, and conveys to the Assignee, and the Assignee hereby purchases and acquires from the Assignor, all of the Assignor's right, title, and interest in and to (a) each Assigned Trademark, including all rights under common law relating to each Assigned Trademark, the corresponding registrations and applications worldwide in any relevant country or jurisdiction for each Assigned Trademark (including any renewals and extensions of such registrations, now or hereafter in effect), and the goodwill appurtenant to each of the foregoing described in this clause (a), and (b) all rights to bring an action, whether at law or in equity, for infringement, dilution, or misuse of each Assigned Trademark against any Person, and all rights against any Person to recover damages, to recover profits, and to secure injunctive relief for all past, present, or future infringement, dilution, or misuse of each Assigned Trademark.
2. **Miscellaneous.**
 - (a) **Notices.** To be valid for purposes hereof, any notice, request, demand, waiver, consent, approval, or other communication (any of the foregoing, a "**Notice**") that is given pursuant hereto must be in writing and delivered (either personally, via mail, via facsimile, or via an attachment to an email) as follows (or to an alternative address, facsimile, or email address designated by a Party in a Notice given in accordance with this **Section 2(a)**):

if sent to the Assignor, then to the following address, facsimile, or email address, as applicable:

UniGroup, Inc.
1 Premier Drive
Attn. General Counsel
Fenton, MO 63026

and if sent to the Assignee, then to the following address, facsimile, or email address, as applicable:

Sterling International Group, Ltd
Attn: Chief Financial Officer
Hallmark House, Rowdell Road, Northolt UB5 6AG, UK

Notwithstanding the foregoing set forth in this **Section 2(a)**, a Notice will be deemed to have been received by the recipient if the recipient acknowledges receipt of such Notice.

(b) Amendments; Waivers.

- (i) This Assignment can be amended if, and only if, such amendment is in writing and is signed by each Party.
- (ii) No waiver by any Party of such Party's rights, powers, or privileges hereunder, will be binding against the other Party. No such waiver by a Party will be enforceable against such Party unless such waiver was given in a written instrument signed by such Party. The waiver by any Party of any of such Party's rights, powers, or privileges hereunder arising because of any claimed breach, default, or misrepresentation under or with respect to a provision hereof, whether intentional or not, will not thereby extend (and will not be deemed to thereby extend) to any prior separate or subsequent breach, default, or misrepresentation, respectively, by such Party and will not affect in any way any rights, powers, or privileges arising by virtue of any such prior separate or subsequent occurrence. No failure or delay by any Party in exercising any of such Party's rights, powers, or privileges hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder or otherwise.

- (c) **Assignment.** Each Party shall not, and shall not purport to, assign any of such Party's rights hereunder, delegate any of such Party's obligations hereunder, or delegate such Party's performance in satisfaction of any conditions to any obligations of any other Party hereunder (and shall not enter into any contract that requires any such assignment or delegation) without the prior written consent of the other Party, and any such purported assignment or delegation without obtaining such written consent will be void.


- (d) **Governing Law.** This Assignment is governed by, and is to be interpreted and enforced in accordance with, the internal Laws of the State of Missouri applicable to contracts entered into and performed entirely within the State of Missouri without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Missouri or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Missouri.
- (e) **Consent to Jurisdiction and Venue.** Each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of, and venue in the federal courts located in the City of St. Louis, Missouri or the state courts located in St. Louis County, Missouri (any such court, a "**Permitted Court**") for the purposes of any Suit arising out of this Assignment, and in each case the appropriate appellate courts therefrom, and each Party shall not commence any such Suit in a court other than any Permitted Court. Service of any process, summons, notice, or document by personal delivery or by U.S. registered mail to a Party's address set forth in **Section 2(a)** (or such other address if changed by giving Notice in accordance with **Section 2(a)**) will be effective service of process for any such Suit. Each Party (i) hereby irrevocably and unconditionally waives any objection to the laying of venue of any Suit arising out of this Assignment in any Permitted Court, and (ii) hereby irrevocably and unconditionally waives any objection that such Party might now or in the future have, and shall not plead or claim, that any such Suit brought in any Permitted Court has been brought in an inconvenient forum. A judgment in any Suit is permitted to be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. A Party's submission to jurisdiction and venue set forth in this **Section 2(e)** does not constitute a general submission by such Party to service of process in the State of Missouri for any purpose other than as provided in this **Section 2(e)** and does not confer, and will not be deemed to confer, rights on any Person other than the Parties.
- (f) **Counterparts.** Each Party is permitted to execute this Assignment in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. Each Party is permitted to deliver this Assignment to the other Parties by means of delivery of one or more counterpart signature pages via facsimile or as an attachment in portable document format (.pdf) to an email addressed to the recipient Party. Any photographic copy, photocopy, or similar reproduction of this Assignment, any electronic file of this Assignment in portable document format (.pdf) (or other email attachment format), or any copy of this Assignment delivered by facsimile, in each case with all signatures reproduced on one or more sets of signature pages, will be considered as if it were manually executed.
- (g) **Third-party Beneficiaries.** No provision hereof is intended to confer, no provision hereof will confer, and no provision hereof will be deemed to confer benefits, rights, or remedies upon any Person other than upon the Parties, their respective successors, and their respective permitted assigns.

- (h) **Entire Agreement.** This Assignment (i) is a final, complete, and exclusive agreement and understanding of the Parties with respect of the subject matter hereof, (ii) collectively constitutes the entire agreement of the Parties with respect to the subject matter hereof, and (iii) supersedes, merges, and integrates herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties, whether oral or written, with respect to the subject matter hereof.
- (i) **Captions.** Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.
- (j) **Severability.** If any portion or provision hereof is to any extent determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then the remainder hereof, and the application of such portion or provision in circumstances other than those as to which it is so determined to be illegal, invalid, or unenforceable, as applicable, will not be affected thereby. Without limiting the generality of the immediately foregoing sentence, if any portion or provision hereof is determined by any court of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal, or functional coverage, then such provision will be deemed to extend only over the maximum geographic, temporal, and functional scope as to which such court determines it is permitted to be enforceable.
- (k) **Business Days.** If any date by which an action is to be taken, or by which a notice is to be provided, hereunder falls on a date that is not a Business Day, then such date will be deemed to refer to the first Business Day after such date.
- (l) **Waiver of Jury Trial.** To the extent permitted by Law, each Party irrevocably and unconditionally waives any right that such Party might have to a trial by jury in any Suit arising out of or relating to this Assignment or the Transactions. Each Party acknowledges that: (i) such Party has considered the implications of the waiver in this **Section 2(l)**; (ii) the other Party will continue to rely upon the waiver in this **Section 2(l)** in such other Party's future dealings arising out of or relating to this Assignment; and (iii) this provision is a material inducement for such other Party to enter into this Assignment.
- (m) **Adequate Consideration.** Each Party acknowledges that such Party has received adequate consideration to support such Party's entry into this Assignment and the promises made by such Party hereunder.
- (n) **Certain Defined Terms.**
- (i) **"Business Day"** means any day that is not a Saturday, that is not a Sunday, and that is not another day on which banks in the State of Missouri are required or authorized by law to be closed.

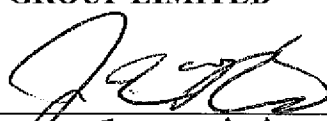
- (ii) **"Contract"** means any note, bond, mortgage, indenture, lease, license, contract, agreement, commitment, arrangement, or other consensual obligation, in each case whether written or oral.
- (iii) **"Governmental Authority"** means any of the following: (A) the United States of America or any other country; (B) any State/Country/Jurisdiction, commonwealth, province, territory, or possession of any of the foregoing and any political subdivision thereof (including counties and municipalities); and (C) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission, board, arbitrator, or panel of arbitrators.
- (iv) **"Law"** means any statute, law, regulation, ordinance, executive order, judgment, Order, decree, stipulation, injunction, administrative order, common law doctrine, or other regulation or rule of any Governmental Authority.
- (v) **"Order"** means any award, injunction, judgment, decree, order, writ, determination, ruling, subpoena or verdict or other decision issued, promulgated or entered by any Governmental Authority of competent jurisdiction.
- (vi) **"Person"** means any individual, trust, corporation, partnership, limited partnership, limited liability company, or other business association or entity, or Governmental Authority.
- (vii) **"Suit"** means any claim (including any complaint, counterclaim, or cross-claim), suit, litigation, or other proceeding by or before or otherwise involving any court, in each case whether sounding in contract, tort, or otherwise.

The Parties are signing this Assignment as of the Effective Date.



UNIGROUP, INC.


By: 
Name: L. Brent Stathempe
Title: CFO

**STERLING INTERNATIONAL
GROUP LIMITED**

By: 
Name: Jason Mills
Title: CEO

Schedule A

COUNTRY/ JURISDICTION	MARK	REGISTRATION/ APPLICATION NO.	STATUS
United States	STERLING	RN: 4720245 SN: 86386817	Registered: April 14, 2015
Brazil	STERLING	RN: 908330880 AN: 908330880	Registered: April 4, 2017
Cambodia	STERLING	RN: 54465 AN: 59815-14	Registered: March 9, 2015
Canada	STERLING	RN: TMA979222 AN: 1694264	Registered: August 23, 2017
Costa Rica	STERLING	RN: 241452 AN: 2014-0008444	Registered: February 5, 2015
Hong Kong	STERLING	RN: 303137427 AN: 303137427	Registered: October 4, 2016
India	STERLING and Design 	AN: 3239896	Filed: April 20, 2016 Pending
Malaysia	STERLING and Design 	AN: 2014010391	Filed: September 12, 2014 Approved and Published: September 6, 2017 Awaiting issuance of Certificate of Registration

COUNTRY/ JURISDICTION	MARK	REGISTRATION/ APPLICATION NO.	STATUS
Myanmar	STERLING	RN: 4/20558/2014 AN: 4/20558/2014	Registered: December 24, 2014
Thailand	STERLING and Design STERLING 	RN: 171124555 AN: 1026137	Registered: August 7, 2017
WIPO (International Registration)*	STERLING	RN: 1230587	Registered: September 10, 2014
Australia*	STERLING	RN: 1667250 AN: 1667250	Grant of Protection Issued: January 10, 2017
Benelux*	STERLING	RN: IR 1230587	Grant of Protection Issued: March 26, 2015
China*	STERLING	AN: WO1230587	Approved April 24, 2017 Awaiting issuance of formal Grant of Protection
European Union*	STERLING	RN: IR 1230587	Grant of Protection Issued: November 21, 2015
France*	STERLING	RN: IR 1230587	Grant of Protection Issued: July 2, 2015

COUNTRY/ JURISDICTION	MARK	REGISTRATION/ APPLICATION NO.	STATUS
Germany*	STERLING	RN: IR 1230587	Grant of Protection Issued: July 11, 2015
Japan*	STERLING	RN: IR 1230587	Grant of Protection Issued: June 25, 2015
Korea*	STERLING	RN: IR 1230587	Grant of Protection Issued: December 5, 2016
Mexico*	STERLING	RN: 1560327 AN: M1568603	Grant of Protection Issued: August 5, 2015
Philippines*	STERLING	RN: IR 1230587 AN: WO1230587	Grant of Protection Issued: May 8, 2015
Singapore*	STERLING	RN: 40201500220X AN: 40201500220X	Grant of Protection Issued: July 15, 2016
Spain*	STERLING	RN: IR 1230587	Grant of Protection Issued: April 30, 2015
Switzerland*	STERLING	RN: IR 1230587	Grant of Protection Issued: December 31, 2015
United Kingdom*	STERLING	RN: IR 1230587	Grant of Protection Issued: July 9, 2015
Vietnam*	STERLING	RN: IR 1230587	Grant of Protection Issued: February 11, 2016

* Designated countries per International Registration No. 1230587