

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coast Fashions Limited		10/11/2018	Limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Karen Millen Fashions Limited		
Street Address:	The Triangle		
Internal Address:	Stanton Harcourt Industrial Estate, Stanton Harcourt, Witney		
City:	Oxfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	OX29 5UT		
Entity Type:	Limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4540961	COAST	
Registration Number:	4294145	COAST LONDON	
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<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:	2124843900		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Michelle Mancino Marsh		
Address Line 1:	1301 Avenue of the Americas, Floor 42		
Address Line 2:	Arent Fox LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Michelle Mancino Marsh		
SIGNATURE:	/MMM/		
DATE SIGNED:	04/04/2019		
Total Attachments: 11			
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DATED

11 October

2018

(1) COAST FASHIONS LIMITED (IN ADMINISTRATION)

COAST RETAIL LIMITED (IN ADMINISTRATION)

COAST HOLDINGS LIMITED (IN ADMINISTRATION)

MICHAEL DENNY, IAN DAVID GREEN AND ZELF HUSSAIN (AS JOINT ADMINISTRATORS OF
EACH SELLER)

and

(2) KAREN MILLEN FASHIONS LIMITED

INTELLECTUAL PROPERTY TRANSFER

Project Surf

SHOOSMITHS

2 Colmore Square
38 Colmore Circus
Queensway
Birmingham
West Midlands
B4 6SH

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TRADEMARK
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THIS DEED is made on

11 October

2018

BETWEEN

1. **Coast Fashions Limited (in administration)** (company number 06822210) whose registered office is at the Triangle, Stanton Harcourt Industrial Estate, Stanton, Harcourt, Witney, Oxfordshire, OX29 5UT ("**Coast Fashions**") acting by the Administrators (as herein after defined);
2. **Coast Retail Limited (in administration)** (company number 06822212) whose registered office is at the Triangle, Stanton Harcourt industrial Estate, Stanton, Harcourt, Witney, Oxfordshire, OX29 5UT ("**Coast Retail**") acting by the Administrators (as herein after defined);
3. **Coast Holdings Limited (in administration)** (company number 06818458) whose registered office is at The Triangle Stanton Harcourt Industrial Estate, Stanton Harcourt, Witney, Oxfordshire OX29 5UT ("**Holdings**") acting by the Administrators (as herein after defined);

(**Coast Fashions, Coast Retail and Holdings together the "Sellers", each a "Seller"**);
4. **MICHAEL DENNY** of Pricewaterhousecoopers LLP, Cornwall Court, 19 Cornwall Street, Birmingham, B3 2DT, **IAN DAVID GREEN** of Pricewaterhousecoopers LLP, Benson House, 33 Wellington Street, Leeds, LS1 4JP and **ZELF HUSSAIN** of Pricewaterhousecoopers LLP, 7 More London Riverside, London, SE1 2RT (**together the "Administrators"**); and
5. **Karen Millen Fashions Limited**, a company incorporated in England and Wales (company number 06822177) whose registered office is at The Triangle Stanton Harcourt Industrial Estate, Stanton Harcourt, Witney, Oxfordshire, OX29 5UT (the "**Buyer**").

BACKGROUND

- A. The Administrators were appointed Administrators of the Sellers on even date pursuant to Paragraph 22 of Schedule B1 to the Insolvency Act 1986 by the directors of the Sellers.
- B. By the Main Agreement (as defined below) the Sellers have agreed to transfer such right, title and interest the Sellers may have in the IP Assets to the Buyer pursuant to the terms of this deed.

AGREED TERMS

The parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this deed, unless the context requires otherwise, the following definitions apply:

" Business Day "	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
" Completion "	shall have the meaning set out in the Main Agreement;
" Domain Names "	the domain names including but not limited to those set out in the Schedule;

"Intellectual Property"	means any and all patents, trade marks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, know-how, confidential information, unregistered trade marks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights, (including rights in computer software and in websites) unregistered design rights and other rights in designs and rights in databases, rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified above, and rights of the same or similar effect or nature as or to those referred to above, in each case in any jurisdiction
"IP Assets"	means the Domain Names, the Trade Marks and the Websites;
"Trade Marks"	means the registered trade marks including but not limited to those set out in the Schedule to this deed together with any goodwill attached thereto;
"Main Agreement"	an asset purchase agreement of even date between the (1) Sellers, (2) the Administrators and (3) the Buyer;
"Websites"	means all Intellectual Property in the websites currently located at the Domain Names.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 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.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 This deed including any benefit arising under it may be not assigned by the Buyer without the prior written consent of the Sellers and the Administrators, and the Buyer shall not purport to assign or transfer the same.
- 1.10 Except as set out in this deed all capitalised terms in this deed shall have the same meaning as such terms are defined in the Main Agreement, unless the context otherwise demands.

1.11 The Administrators shall be construed as being the Administrators both jointly and severally and to any other person who is appointed as an administrator in substitution for any administrator or as an additional administrator in conjunction with the Administrators or as subsequently appointed liquidators pursuant to the provisions of the Insolvency Act 1986.

2 TRANSFER OF IP ASSETS

Pursuant to and for the consideration set out in the Main Agreement, the Sellers hereby transfer such right, title and interest as the Sellers have in and to the IP Assets to the Buyer with effect on Completion.

3 FURTHER ASSURANCE

The Sellers and the Administrators shall at the reasonable request of the Buyer, sign any documents and do all reasonable acts and things necessary within their statutory powers and duties to fully and effectively vest the IP Assets in the Buyer for a period of such time as the Administrators remain in office or for 12 months from Completion of the Main Agreement (whichever is earlier) (at the Buyer's expense). The Buyer accepts that the Administrators will not be able to give any warranties, representations or guarantees or assume any liabilities of any kind to any third parties in respect of the IP Assets.

4 EXCLUSION OF WARRANTIES AND PERSONAL LIABILITY

4.1 The Buyer agrees and acknowledges that the Administrators, their firm, partners, employees, members, agents or other representatives do not give any warranties, representations, guarantees or conditions (whether express or implied) in relation to the ownership, assignability, validity or substance of the IP Assets. In particular, no covenant for title or title guarantee of any sort shall be implied into this deed.

4.2 The Administrators act at all times as agent of the Sellers. Neither the Administrators, their firm, partners, employees, members, agents nor other representatives shall incur any personal liability (whether in contract, tort or otherwise) under or in connection with this deed or any other documents subsequently entered into pursuant to this deed.

4.3 The Buyer acknowledges that the statutory charge in paragraph 99 of Schedule B1 of the Insolvency Act 1986 shall not apply to any breach by the Sellers of any of its obligations under this deed.

5 INDEMNITY

Subject to Clause 22 "Indemnities" of the Main Agreement, which shall apply equally to this deed as it does to the Main Agreement, the Buyer hereby confirms with the Administrators that it will indemnify on demand and keep indemnified the Administrators and against any Claim or Loss arising by reason (directly or indirectly) of the transfer of the IP Assets to the Buyer or by the use of the IP Assets by the Buyer.

6 WAIVER

No failure or delay by a party to exercise any right or remedy provided under this deed 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.

7 ENTIRE AGREEMENT

7.1 This deed 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.

7.2 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this deed.

8 VARIATION

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

9 SEVERANCE

9.1 If any provision or part-provision of this deed 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.

9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this deed 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.

10 COUNTERPARTS

10.1 This deed 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.

10.2 Transmission of an executed counterpart of deed (but for the avoidance of doubt not just a signature page) by: (a) fax; or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either 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.

10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11 THIRD PARTY RIGHTS

No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

12 NOTICES

12.1 Any notice or other communication to be given under or in connection with this deed ("Notice") shall be in the English language in writing and signed by or on behalf of the party giving it. A Notice may be delivered personally or sent by fax, email, pre-paid recorded delivery or international courier to the address or fax number provided in clause 12.3, and marked for the attention of the person specified in that clause.

- 12.2 A Notice shall be deemed to have been received:
- 12.2.1 at the time of deliver if delivered personally or courier;
 - 12.2.2 at the time of transmission if sent by fax;
 - 12.2.3 at the time of sending if sent by email, provided that recipient shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipients;
 - 12.2.4 9.00 am two (2) Business Days after the time and date of posting if sent by pre-paid recorded delivery; or
 - 12.2.5 9.00 am three (3) Business Days after the time and date of posting if sent by international courier,

provided that if deemed receipt of any Notice occurs after 6.00 pm or is not on a Business Day, deemed receipt of the Notice shall be 9.00 am on the next Business Day. References to time in this clause 12.2 are to local time in the country of the addressee.

- 12.3 The addresses and fax numbers for service of Notice are as detailed in the Main Agreement.




13 GOVERNING LAW

This deed 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.

14 JURISDICTION

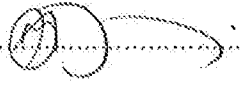
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written.

United Kingdom					<p>RRN: 2105267 AVN: 2105267</p>		<p>United Kingdom Registered Last Status Received: Registered June 29, 1987</p>	25
United Kingdom					<p>RRN: 2242492 AVN: 2249492</p>		<p>United Kingdom Registered Last Status Received: Registered June 08, 2007</p>	35
United Kingdom					<p>RRN: 2451490 AVN: 2451490</p>		<p>United Kingdom Registered Last Status Received: Registered February 15, 2008</p>	3, 18, 25, 35
United Kingdom					<p>RRN: 3285987 AVN: 3288980</p>		<p>United Kingdom Registered Last Status Received: Registered May 11, 2018</p>	35, 35
United Kingdom					<p>RRN: 3182318 AVN: 3182318</p>		<p>United Kingdom Registered Last Status Received: Registered January 13, 2017</p>	35
United Kingdom					<p>AVN: 3192309</p>		<p>United Kingdom Filed Last Status Received: Pending Application</p>	25
United Kingdom					<p>RRN: 2117981 AVN: 2117982</p>		<p>United Kingdom Registered Last Status Received: Registered June 29, 1987</p>	25
United Kingdom					<p>RRN: 2570176 AVN: 2570176</p>		<p>United Kingdom Registered Last Status Received: Registered May 06, 2011</p>	25, 35
United Kingdom					<p>RRN: 2421135 AVN: 2421135</p>		<p>United Kingdom Registered Last Status Received: Registered February 02, 2007</p>	14, 19, 35
United Kingdom					<p>RRN: 2374769 AVN: 2374769</p>		<p>United Kingdom Registered Last Status Received: Registered March 18, 2005</p>	14, 18, 25, 35
United States (Federal)					<p>RRN: 4540841 SN: 75703467</p>		<p>Registered June 2, 2014</p>	18, 25, 35
United States (Federal)					<p>RRN: 4394145 SN: 85227605</p>		<p>Registered February 26, 2013</p>	14, 18, 25, 35
Venezuela					<p>RRN: 7939705 AVN: 2019-008990</p>		<p>Venezuela Registered Last Status Received: Registered</p>	19
Venezuela					<p>RRN: 8388708 AVN: 2019-008959</p>		<p>Venezuela Registered Last Status Received: Registered</p>	35
Venezuela					<p>RRN: 8057792 AVN: 2019-008958</p>		<p>Venezuela Registered Last Status Received: Registered</p>	35
Venezuela					<p>AVN: 4-2017-08372</p>	<p>CONST FRIAY</p>	<p>Venezuela Published Last Status Received: Opposition Pending</p>	25

TRADEMARK

Executed as a deed for and on behalf of
COAST FASHIONS LIMITED
(IN ADMINISTRATION)
acting by one of the Administrators as agent
without personal liability in the presence of:



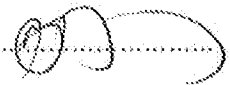
Witness:
(Signature) *Labunet*

Name: **LAURA LABUNET**

(in bold)

Address: **PINSENT MASONS, 55 COLMORE ROW**
B3 2FG BIRMINGHAM

Executed as a deed for and on behalf of
COAST RETAIL LIMITED
(IN ADMINISTRATION)
acting by one of the Administrators as agent
without personal liability in the presence of:



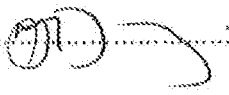
Witness:
(Signature) *Labunet*

Name: **LAURA LABUNET**

(in bold)

Address: **PINSENT MASONS, 55 COLMORE ROW**
B3 2FG BIRMINGHAM

Executed as a deed for and on behalf of
COAST HOLDINGS LIMITED
(IN ADMINISTRATION)
acting by acting by one of the Administrators as
agent without personal liability in the presence
of:



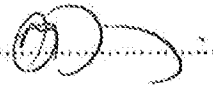
Witness:
(Signature) *Labunet*

Name: **LAURA LABUNET**

(in bold)

Address: **PINSENT MASONS, 55 COLMORE ROW**
B3 2FG BIRMINGHAM

Executed as a deed by one of the
Administrators on behalf of all of them in the
presence of:



Witness:

(Signature)

daht

Name:

LAURA LABUNET

(in bold)

Address:

PINSENT MASONS, 55 COLMORE ROW
B3 2FG BIRMINGHAM

Executed as a deed for and on behalf of
KAREN MILLEN FASHIONS LIMITED
acting by a director in the presence of:

.....
Director

Witness:

(Signature)

Name:

(in bold)

Address:

Witness:

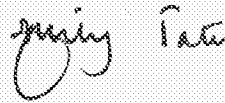
(Signature)

Name:

(in bold)

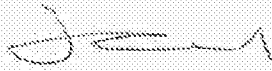
Address:

Executed as a deed for and on behalf of
KAREN MILLEN FASHIONS LIMITED
acting by a director in the presence of:



.....
Director

Witness:



(Signature)

Name:

JENNY DAVIES

(in bold)

Address:

11 BRUNEL COURT,
ST ALBANS,
AL1 3FX