

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pretty Green Limited		04/04/2019	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	PG2019 LIMITED		
Street Address:	Edinburgh House Hollinsbrook Way		
Internal Address:	Pilswoth, Bury		
City:	Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	BL9 8RR		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4103448	PRETTY GREEN	
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:	8013374500		
Email:	nwells@legendslaw.com		
Correspondent Name:	Nicholas D. Wells		
Address Line 1:	330 Main St		
Address Line 4:	Kaysville, UTAH 84037		
NAME OF SUBMITTER:	Nicholas D. Wells		
SIGNATURE:	/Nicholas Wells/		
DATE SIGNED:	05/22/2019		
Total Attachments: 16			
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DATE:

4 April

2019

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Between

PRETTY GREEN LIMITED (IN ADMINISTRATION)

**PRETTY GREEN GROUP LIMITED
(IN ADMINISTRATION)**

THE ADMINISTRATORS

PG2019 LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000

614253262_1

TRADEMARK
REEL: 006651 FRAME: 0949

THIS ASSIGNMENT is made on the 4th day of April 2019

BETWEEN:

- (1) **PRETTY GREEN LIMITED** (in administration) a company registered in England and Wales under number 05914755 whose registered office is situated at Central Point 1st Floor, 25-31 London Street, Reading, RG1 4PS (the "PGL") acting by its joint administrators Simon Thomas and Nicholas O'Reilly, each licensed Insolvency Practitioners of Moorfields Advisory Limited, 88 Wood Street, London, EC2V 7QF (the "Administrators");
- (2) **PRETTY GREEN GROUP LIMITED** (in administration) a company registered in England and Wales under number 10781450 whose registered office is situated at Central Point, 1st Floor, 25-31, London Street, Reading, RG1 4PS ("PG Group") acting by the Administrators;
(PG Group and PGL each as a "Seller" and together the "Sellers")
- (3) **THE ADMINISTRATORS**; and
- (4) **PG2019 LIMITED** a company registered in England and Wales under number 11628610 whose registered office is situated at Edinburgh House Hollinsbrook Way, Pilsforth, Bury, Lancashire, United Kingdom, BL9 8RR (the "Buyer").

RECITALS:

- (A) The Sellers, acting by the Administrators, has agreed to sell to the Buyer such right, title and interest (if any) as the Sellers may have in (inter alia) the assets referred to in this instrument.
- (B) This is the IP Assignment as referred to and defined in the administration asset sale agreement made between the parties on or around the date of this agreement ("the SPA").

ACTIVE PROVISION:

1. INTERPRETATION

- 1.1 Terms used in this instrument which are defined in the SPA shall have the same meaning in this instrument as they have in the SPA.
- 1.2 References to "this instrument" shall mean and include references to its recitals and Schedule, except where the context otherwise requires.
- 1.3 A reference to a "clause" or "Schedule" is, unless the context otherwise requires, a reference to a clause of or Schedule to this instrument.
- 1.4 Each clause and sub-clause of this instrument shall be construed, except where the context or terms expressly so require, without reference to any other clause or sub-clause and as a distinct and separate provision.
- 1.5 In this instrument, reference to a "person" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency or agency of a state or joint venture, association or partnership (whether or not having a separate legal personality) and includes a reference to that person's legal personal representatives, successors in title and permitted assigns.
- 1.6 References to the "Administrators" include:
 - 1.6.1 each and all of the persons within such definition, in every capacity;
 - 1.6.2 any additional or replacement administrators appointed to the Sellers; and

1.6.3 in relation to any right under this instrument conferred on any subsequent liquidator of the Sellers.

2. TRANSFER

2.1 In consideration of the Buyer agreeing to pay to the Sellers the sum of £1 (one pound sterling) on demand (the sufficiency of which the Sellers hereby acknowledge) and pursuant to the SPA the Sellers, acting by the Administrators, hereby assigns to the Buyer, and the Buyer hereby accepts, such right, title and interest (if any) as the Sellers has in:

2.1.1 the Intellectual Property Rights; and

2.1.2 the Goodwill.

2.2 No warranties, representation or assurances of any kind are given by the Sellers to the Buyer under this instrument as to the rights, title and interest that are the subject-matter of clause 2.1. The parties agree that the provisions of Schedule 3 (*Exclusions*) to the SPA apply.

3. DOMAIN NAMES

3.1 Within 7 days of the Completion Date, the Sellers, acting by the Administrators, shall use reasonable endeavours to perfect the transfer of the Domain Names to the Buyer, including submitting and/or signing all documents, papers, forms and authorisations and providing the Buyer and/or its nominated domain name registrar with all documents, information, account details, passwords in their possession or control and other cooperation.

3.2 The Buyer shall bear all costs and expenses arising from the transfer of the registration and control of the Domain Names, including all transfer fees required to be paid by the relevant domain name registry or registrar.

4. NO PERSONAL LIABILITY OF THE ADMINISTRATORS

4.1 The Administrators are agents of the Sellers and shall incur no personal liability by reason of their acting in that capacity.

4.2 The Administrators are party to this instrument in their personal capacity solely for the purpose receiving the benefit of the indemnities and exclusions conferred on them by this instrument.

4.3 Neither the Administrators nor their firm, staff, agents and employees shall incur any personal liability whatsoever under, or by virtue of, this instrument, or in relation to any related matter or claim howsoever, whenever, and wherever arising, and whether such claim be formulated in contract, restitution, tort or by reference to any other remedy or right, and in whatever jurisdiction or forum.

4.4 Neither the Administrators nor their firm, staff, agents and employees shall be liable on any deed or document executed with a view, or for the purpose, of putting this instrument into effect whether or not such deed or document so provides in terms and the Administrators shall be entitled at any time to have any such deeds or documents amended at any time to include an exclusion of personal liability in the terms of clause 4.3.

5. FURTHER ASSURANCE AND CONFIRMATORY ASSIGNMENT

5.1 If the Buyer makes a written request to the Sellers within six months of the Completion Date, the Sellers shall, and shall use reasonable endeavours to procure that any third party shall, at the Buyer's cost, execute such further documents and do such reasonable further acts and things as

the Buyer may reasonably request to give the Buyer the full benefit of all rights assigned under this Agreement.

- 5.2 If in any country or territory the execution after the date of this Agreement of a confirmatory assignment or other document of any Intellectual Property in that country would be ineffective or invalid by reason of the transfer effected by this Agreement, then this Agreement shall be deemed to be an agreement to assign, and not an assignment of that Intellectual Property in that country.

6. **COUNTERPARTS**

This instrument may be executed in any number of counterparts. This shall have the same effect as if the signatures on the counterparts were on a single copy of the instrument.

7. **GOVERNING LAW**

- 7.1 This instrument and any non-contractual rights or obligations arising out of or in connection with this instrument shall be governed by and construed in accordance with English law.
- 7.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this instrument including those arising out of or in connection with any non-contractual matters relating thereto, and each party agrees that the courts of England and Wales are the most appropriate and convenient courts to settle such disputes and will not argue to the contrary.

AS WITNESS the hands of one of the Administrators for themselves and as agent for and on behalf of the Sellers, and of a duly authorised representative of the Buyer, on the day and year shown at the start of this instrument.

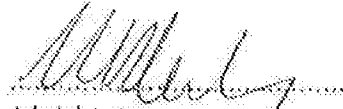
Signed for and on behalf of
PRETTY GREEN LIMITED
(IN ADMINISTRATION)
acting by one of
its joint Administrators signing as agent
and without personal liability

)
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)
)
)
)


.....
Administrator

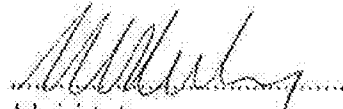
Signed for and on behalf of
PRETTY GREEN GROUP LIMITED
(IN ADMINISTRATION)
acting by one of
its joint Administrators signing as agent
and without personal liability

)
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.....
Administrator

Signed for and on behalf of
THE ADMINISTRATORS
by one of
its joint Administrators (signing without
personal liability)

)
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)


.....
Administrator

Signed by
for and on behalf of
PG2019 LIMITED

)
)
)
)
)

.....
Director/Duly Authorised Signatory

AS WITNESS the hands of one of the Administrators for themselves and as agent for and on behalf of the Sellers, and of a duly authorised representative of the Buyer, on the day and year shown at the start of this instrument.

Signed for and on behalf of)
PRETTY GREEN LIMITED)
(IN ADMINISTRATION))
acting by one of)
its joint Administrators signing as agent)
and without personal liability) Administrator

Signed for and on behalf of)
PRETTY GREEN GROUP LIMITED)
(IN ADMINISTRATION))
acting by one of)
its joint Administrators signing as agent)
and without personal liability) Administrator

Signed for and on behalf of)
THE ADMINISTRATORS)
by one of)
its joint Administrators (signing without)
personal liability)) Administrator

Signed by *Neil Greenhalgh*)
for and on behalf of)
PG2019 LIMITED)
) *N Greenhalgh*
) Director/Duly Authorised Signatory

C/M/S'

Law. Tax

DATE:

4 April

2019

**ASSET SALE AGREEMENT RELATING TO THE SALE AND PURCHASE OF THE
BUSINESS AND CERTAIN ASSETS OF
PRETTY GREEN LIMITED (IN ADMINISTRATION) AND PRETTY GREEN GROUP
LIMITED (IN ADMINISTRATION)**

Between

**PRETTY GREEN LIMITED
(IN ADMINISTRATION)**

and

**PRETTY GREEN GROUP LIMITED
(IN ADMINISTRATION)**

and

SIMON THOMAS

&

NICHOLAS O'REILLY

and

PG2019 LIMITED

CMS Cameron McKenna Nabarro Olswang LLP

Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

UK - 625066396.1

TRADEMARK
REEL: 006651 FRAME: 0955

AN AGREEMENT made the 4th day of April 2019

BETWEEN:

- (1) **PRETTY GREEN LIMITED** (in administration) a company registered in England and Wales under number 05914755 whose registered office is situate at Central Point, 1st Floor, 25-31, London Street, Reading, RG1 4PS ("PGL") acting by the Administrators;
- (2) **PRETTY GREEN GROUP LIMITED** (in administration) a company registered in England and Wales under number 10781450 whose registered office is situate at Central Point, 1st Floor, 25-31, London Street, Reading, RG1 4PS ("PG Group") acting by the Administrators;
(PG Group and PGL each as a "Seller" and together the "Sellers")
- (3) **SIMON THOMAS** and **NICHOLAS O'REILLY** both licensed insolvency practitioners of Moorfields Advisory Limited, 88 Wood Street, London, EC2V 7QF, in their respective capacities as joint administrators and agents of the Sellers (the "Administrators"); and
- (4) **PG2019 LIMITED** a company registered in England and Wales under number 11628610 whose registered office is situated at Edinburgh House Hollinsbrook Way, Pilsworth, Bury, Lancashire, United Kingdom, BL9 8RR (the "Buyer").

RECITALS:

- (A) The Sellers are companies incorporated with limited liability on the date stated in Schedule 1.
- (B) Prior to this agreement being entered into, the Administrators were appointed as joint administrators of the Sellers by the Sellers' sole director pursuant to the power to do so under paragraph 22 of Schedule B1 of the Insolvency Act. The Administrators are authorised to act jointly and severally.
- (C) The Sellers acting by the Administrators have agreed to sell such right, title and interest (if any) as they may have in the Business and certain of their assets to the Buyer on the provisions of this agreement.
- (D) The Buyer has agreed to purchase such right, title and interest (if any) the Sellers have in the Business and certain of their assets from the Sellers, on the terms and conditions of this agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this agreement, and except where the context otherwise requires, the following capitalised words and expressions shall have the following meanings:

"Administration and Statutory Records": the statutory books of the Sellers, the Security Documents, documents relating to the Administrators' appointment, and all records generated or made for or during the course of the administration, either by the Administrators or the Sellers or their respective Associates (including without limitation, for these purposes, the officers of the Sellers);

"Administration Expense": an amount payable under Paragraph 99 of Schedule B1 to the Insolvency Act 1986, Rule 3.51 of the Insolvency Rules 2016, or which is otherwise payable as

and, except where stated to the contrary, references to any numbered regulation shall be to the regulation specified in paragraph (a) of this definition but shall also include any analogous law under paragraph (c);

[REDACTED]

[REDACTED]

"Fixed Plant": all fixed plant and machinery owned by the Sellers which is situated at the Premises on the Completion Date but excluding any landlord's plant and machinery which is part of the Premises or any part of the Premises, or fixed in such a manner as to fall within the legal definition of land;

"Fixtures and Fittings": all fixtures and fittings owned by the Sellers which are situated at the Premises on the Completion Date, but excluding any landlord's fixtures and fittings which are part of the Premises or any part of the Premises, or fixed in such a manner as to fall within the legal definition of land;

[REDACTED]

"Goodwill": the goodwill of the Sellers relating exclusively to the Business, including so far as the Buyer is, pursuant to Section 216 of the Insolvency Act 1986, permitted to use the following):

- (a) the use of customer and client lists, e-mail address lists and mailing lists, sales information, order books, marketing lists, advertising and other promotional material and data (excluding the Commercial Records) title to which is held by the Sellers at the Transfer Time;
- (b) the right to hold the Buyer out as successor in business to the Sellers;
- (c) subject to clause 18.1, the right to use the Sellers' corporate name;
- (d) the right to use the Brands, provided that such right shall be subject and without prejudice to the right of the Sellers to use the Brands for the purposes of its administration and any subsequent Insolvency Process and all statutory and regulatory requirements; and
- (e) the right to use the Domain Names and to operate the Websites.

"HMRC": Her Majesty's Revenue and Customs;

"Indemnified Persons": the Administrators and the Administrators' Associates, and the successors in office or title to any of them;

"Insolvency Officeholder": a licensed insolvency practitioner appointed to conduct an Insolvency Process;

"Insolvency Process": administration, administrative receivership, liquidation, company voluntary arrangement or scheme of arrangement;

"Intellectual Property": all business names, trade marks (registered and unregistered), service marks, patents, rights to inventions, registered or unregistered designs, design rights, database rights, copyright and related rights (including without limitation rights in computer software), Brands, Domain Names and Websites and all other intangible property rights of the Sellers at the Transfer Time including all applications (and rights to apply) for, and renewals or

extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future;

"Intellectual Property Rights": the Sellers' rights in and to the Intellectual Property including but not limited to those registered rights set out at Schedule 5, the Sellers' rights under the IP Agreements, and all rights to bring and defend claims or actions relating to the Intellectual Property and its right to apply for and obtain registered protection throughout the world with respect to the Intellectual Property together with its right to claim priority from any applications;

"IP Assignment Agreement": the agreement from the Sellers to assign the Intellectual Property Rights;

"IP Agreements": to the extent the same are transferable, all agreements, assignments, licences, authorisations and permissions (express or implied and whether or not contractual and whether or not in writing) pertaining to the use, enjoyment or exploitation of the Intellectual Property;

"IT Equipment": all computer hardware (including laptops and tablets) owned by the Sellers and situated at the Premises, or held by Employees in all cases as at the Transfer Time;

"Lease Assignment Agreement": the assignment agreement relating to the Assigned Lease;

"Licences to Occupy" means a licence to occupy in accordance with clause 12;

"Non-retained Premises": the leasehold and freehold properties of the Sellers (excluding the Premises) at the Transfer Time;

"Personal Data": has the meaning given to it in the DP Laws;

"Personal Data Breach": any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Transferred Data;

"PG Japan": Pretty Green Japan KK, a company incorporated in Japan;

"PG Secured Parties": shall have the meaning set out in the Security Documents in favour of PG (Security Trustee);

"PG (Security Trustee)": PG (Security Trustee) Limited, a company registered in England and Wales under number 11673465 whose registered office is situate at 85 Great Portland Street, First Floor, London, United Kingdom, WIW 7LT;

"PG (Security Trustee) Deed of Release": a deed of release in the agreed form in favour of the Sellers releasing all assets and undertakings from the security constituted by the Security Documents in favour of PG (Security Trustee) and executed by or on behalf of the person(s) entitled to such security;

"Plant and Equipment": the moveable machinery, plant, vehicles, equipment, IT hardware, loose tools and office furniture owned by the Sellers which are situated at the Premises at the Transfer Time;

"Premises": the premises as more particularly detailed in Schedule 4;

"Price": the price payable by the Buyer as defined in clause 4.1;

Part II – Trademarks

Trademarks

KEY:

- "Class 3" – perfumery, essential oils, cosmetics, hair lotions
- "Class 9" – photographic, cinematographic, optical apparatus, apparatus for recording, transmission or reproduction of sound or images
- "Class 14" – jewellery, horological and chronological instruments
- "Class 18" – Leather and imitation leather and goods made of these materials
- "Class 20" – furniture, picture frames, goods of various natural materials and their substitutes or plastics
- "Class 24" – Textiles and textile goods, not included in other classes; bed and table covers
- "Class 25" – Clothing, footwear and headgear
- "Class 35" – Advertising, business management and administration
- "Class 38" – Telecommunications
- "Class 41" – Education; providing training; entertainment, sporting and cultural activities
- "CTM" - Community trade mark
- "IR" – International registration – under Madrid protocol
- "OHIM" – Office for Harmonisation in the Internal Market
- "UK IPO" – UK Intellectual Property Office
- "US PTO" – United States Patent and Trademark Office
- "WIPO" – World Intellectual Property Organisation

Trademark	Country of application and registry	Application date	Application number	Nice classes covered by application
PRETTY  GREEN				
PRETTY GREEN	Argentina	27 March 2009	2904028	18
		27 March 2009	2904029	25
		27 March 2009	2904030	35
		27 March 2009	2904031	38
PRETTY GREEN	Australia (IR)	18 February 2010	1012318	18, 25, 35, 38

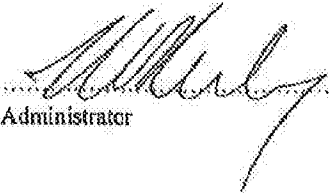
Trademark	Country of application and registry	Application date	Application number	Nice classes covered by application
	(WIPO)			
PRETTY GREEN	Brazil	TBC	Class 18: 831085592 Class 25: 831085576 Class 38: 831085584 Class 35: 831085568	18, 25, 35, 38
PRETTY GREEN	Canada	23.03.2009	1431637	18, 25, 35, 38
		28.03.2014	1670223	Nice classifications do not apply in Canada.
PRETTY GREEN	Chile	29.04.2009	862487	25
		29.04.2009	862488	35
PRETTY GREEN	China (IR) (WIPO)	19.03.2009	1012381	18, 25, 38, 42
PRETTY GREEN	CTM (OHIM)	19.03.2009	8165466	18, 25, 35, 38
PRETTY GREEN	Hong Kong	18.07.11	301977977	18, 25, 35, 38
PRETTY GREEN	India			18, 25, 35, 38
PRETTY GREEN	Indonesia	15.05.2009	D00 2009 016280	25
		15.05.2009	D00 2009 016281	35
PRETTY GREEN	Israel	23.03.2009	219990	25

Trademark	Country of application and registry	Application date	Application number	Nice classes covered by application
		23.03.2009	219987	35
PRETTY GREEN	Japan (IR) (WIPO)	19.03.2009	101238	18, 25, 35, 38
PRETTY GREEN	New Zealand	20.03.2009	803952	25, 35
PRETTY GREEN	Norway (IR) (WIPO)	19.03.2009	Number awaited	18, 25, 35, 38
PRETTY GREEN	Russian Federation (IR) (WIPO)	19.03.2009	Number awaited	18, 25, 35, 38, 42
PRETTY GREEN	Singapore (IR) (WIPO)	19.03.2009	Number awaited	18, 25, 35, 38
PRETTY GREEN	South Africa	20.03.2009	2009/05168	25
		20.03.2009	2009/05169	35
PRETTY GREEN	South Korea (IR) (WIPO)	19.03.2009	Number awaited	18, 25, 35, 38
PRETTY GREEN	Switzerland (IR) (WIPO)	19.03.2009	Number awaited	35, 38, 42
PRETTY GREEN	Thailand	19.05.2009	729764	25
		25.05.2010	767686	25
		19.05.2009	729765	35
PRETTY GREEN	UAE	30.03.09	2505979	25
		30.03.09	127674	35
PRETTY GREEN	UK (UK IPO)	12.01.2009	2505979	3, 9, 14, 18, 20, 24, 25, 35, 38, 41
PRETTY GREEN	USA (US PTO)			9, 18 25, 35, 38, 39

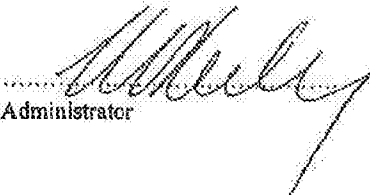
Trademark	Country of application and registry	Application date	Application number	Nice classes covered by application
PRETTY GREEN	Vietnam (IR) (WIPO)	19.03.2009	1012381	18, 25, 35, 38, 42

EXECUTION PAGES TO THIS SALE AGREEMENT

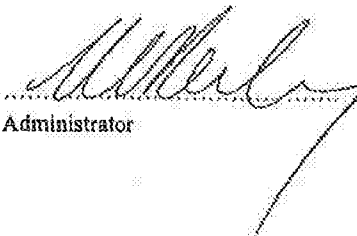
Signed for and on behalf of)
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and without personal liability)


.....
Administrator

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.....
Administrator

Signed for and on behalf of)
THE ADMINISTRATORS)
by one of)
its joint Administrators (signing without)
personal liability))


.....
Administrator

Signed by)
for and on behalf of)
PG2019 LIMITED)
.....)
Director)

.....
Director

EXECUTION PAGES TO THIS SALE AGREEMENT

Signed for and on behalf of)
PRETTY GREEN LIMITED)
(IN ADMINISTRATION))
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PRETTY GREEN GROUP LIMITED)
(IN ADMINISTRATION))
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and without personal liability) Administrator

Signed for and on behalf of)
THE ADMINISTRATORS)
by one of)
its joint Administrators (signing without)
personal liability)) Administrator

Signed by Neil Greenhugh)
for and on behalf of)
PG2019 LIMITED)
) Director