

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trade Mark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILLIAM RUPERT INGHAM		02/10/2020	INDIVIDUAL: UNITED KINGDOM
TESSA NANCY INGHAM		02/10/2020	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	WING LIMITED		
Street Address:	8 Lonsdale Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	NW6 6RD		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4578284	W WING	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<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) 292-5390		
Email:	mail@ipcounselors.com		
Correspondent Name:	EPSTEIN DRANGEL LLP		
Address Line 1:	60 EAST 42ND STREET		
Address Line 2:	SUITE 2520		
Address Line 4:	NEW YORK, NEW YORK 10165		
DOMESTIC REPRESENTATIVE			
Name:	EPSTEIN DRANGEL LLP		
Address Line 1:	60 EAST 42ND STREET		
Address Line 2:	SUITE 2520		
Address Line 4:	NEW YORK, NEW YORK 10165		
NAME OF SUBMITTER:	William C. Wright		

OP \$40.00 4578284

SIGNATURE:	/William C. Wright/
DATE SIGNED:	02/11/2020
Total Attachments: 7 source=WING Trademark Assignment 100220 - 06551273#page1.tif source=WING Trademark Assignment 100220 - 06551273#page2.tif source=WING Trademark Assignment 100220 - 06551273#page3.tif source=WING Trademark Assignment 100220 - 06551273#page4.tif source=WING Trademark Assignment 100220 - 06551273#page5.tif source=WING Trademark Assignment 100220 - 06551273#page6.tif source=WING Trademark Assignment 100220 - 06551273#page7.tif	

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Trade Mark Assignment Agreement

THIS AGREEMENT is dated 10 FEBRUARY 2020

PARTIES

- (1) **WILLIAM RUPERT INGHAM** with an address of 8 Lonsdale Road, London NW6 6RD, United Kingdom;
- (2) **TESSA NANCY INGHAM** with an address of 8 Lonsdale Road, London NW6 6RD, United Kingdom;

(William Rupert Ingham and Tessa Nancy Ingham together being the **Assignors**);

and

- (3) **WING LIMITED** (Company Number 09010093) with a registered office address of 8 Lonsdale Road, London NW6 6RD, United Kingdom
(**Assignee**).

BACKGROUND

- (A) The Assignors are the proprietor of the trade marks as set out and defined in Annex 1 (the "Trade Marks").
- (B) The Assignors have agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £10 (receipt of which the Assignors expressly acknowledge), the Assignors hereby assign to the Assignee absolutely with full title guarantee all right, title and interest in and to the Trade Marks, including:

- (a) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods in respect of which the Trade Marks is registered or used; and
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of the Trade Marks whether occurring before, on or after the date of this agreement.

2. FURTHER ASSURANCE

- 2.1 Save as expressly set out herein, at their own expense the Assignors shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including registration of the Assignee as registered proprietor of the Trade Marks.
- 2.2 The Assignors shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:
- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - (b) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered by email to notices@all3media.com and the COO of Little Dot Studios Limited (company number 08419628) (being Kevin.Gibbons@littledotstudios.com as at the date of this agreement) and, if requested by the Assignee or Little Dot Studios Limited by post to the registered office of the Assignee from time to time, marked for the attention of the Board of Directors of the Assignee, and/or or any other person that the Assignee notifies to the Assignors from time to time; and
 - (c) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 2.3 The Assignors shall, to the extent they have not done so already, deliver to the Assignee (or the Assignee's nominated representative, which shall unless notified otherwise be Sheridans LLP) within 5 days after the date of this agreement any deeds or documents of title relating to the Trade Marks in the Assignors' possession or under their control and all copies of all registration certificates and other files and records (including those of its agents) relating to the Trade Marks.
- 2.4 The Assignors appoint the Assignee to be their attorney in their name and on their behalf to execute documents, use the Assignors' names and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Trade Marks and so long as such obligations of the Assignors remain undischarged, or the Assignee has such interest, the power may not be revoked by either of the Assignors, save with the consent of the Assignee.

- 2.5 Without prejudice to clause 2.4, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignors:
- (a) take any action that this agreement requires the Assignors to take;
 - (b) exercise any rights which this agreement gives to the Assignors; and
 - (c) appoint one or more persons to act as substitute attorney(s) for the Assignors and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 2.6 The Assignors undertake to ratify and confirm everything that the Assignee and any substitute attorney does or arranges, or purports to do or arrange, in good faith in exercise of any power granted under this clause and pursuant to the terms of this Agreement.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignors, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignors shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. WAIVER

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

5. ENTIRE AGREEMENT

- 5.1 This agreement 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.
- 5.2 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

6. VARIATION

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

7. SEVERANCE

7.1 If any provision or part-provision of this agreement 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 agreement.

7.2 If any provision or part-provision of this agreement 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.

8. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

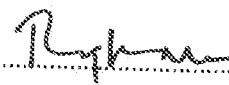
9. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the law of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation, including non-contractual disputes or claims.

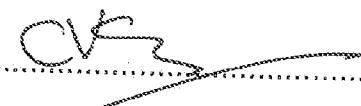
This agreement has been executed as a deed and is delivered and takes effect on the date stated at the top of page 1.

EXECUTED as a **DEED** by
WING LIMITED
acting by

a director, in the presence of:

)
)
) 
) director

Witness' signature:



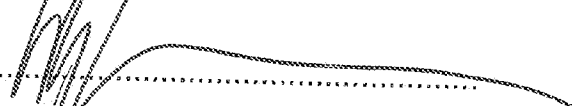
Witness' name (in BLOCK CAPITALS):

CLAIR SIMPSON

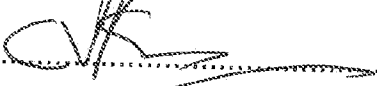
Witness' address:

95 GROSVENOR AVE.....
EAST SHEEN.....
LONDON.....
SW14 8BL.....

SIGNED as a **DEED** by
WILLIAM RUPERT INGHAM
in the presence of:

)
)
) 

Witness' signature:



Witness' name (in BLOCK CAPITALS):

CLAIR SIMPSON

Witness' address:

95 GROSVENOR AVE.....
EAST SHEEN.....
LONDON, SW14 8BL.....

SIGNED as a **DEED** by
TESSA NANCY INGHAM
in the presence of:

)
)
) Ryhan

Witness' signature:

CS






Witness' name (in BLOCK CAPITALS):

CLAIR SIMON

Witness' address:

95 GROSVENOR AVE
EAST SHEEN
LONDON, SW14 8BY

Annex 1

Trade mark	Territory	Status	Application No.	Registration No.	Classes Covered	Next Renewal Date
	EUTM	Registered	010744381	010744381	9, 35, 38, 41	21 March 2022
	EUTM	Registered	010744341	010744341	9, 35, 38, 41	21 March 2022
 WING	EUTM	Registered	010744365	010744365	9, 35, 38, 41	21 March 2022
W WING	EUTM	Registered	010744415	010744415	9, 35, 38, 41	21 March 2022
 WING	United States of America	Registered	85708758	4578284	9, 35, 38, 41	5 August 2024 (Please note that the maintenance deadline (Sec 8 Affidavit due) is 5 August 2020)
WINGMAN	EUTM	Registered	013814215	013814215	9, 35, 38, 41	11 March 2025
	EUTM	Registered	013819503	013819503	9, 35, 38, 41	11 March 2025