

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phaidon Group Holdings Limited		05/14/2020	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Phaidon International (UK) Ltd		
Street Address:	21 Lombard Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC3V 9AH		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5858359	EPM SCIENTIFIC	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	3172361313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong, Barnes & Thornburg LLP		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	75533-278690		
NAME OF SUBMITTER:	David A.W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	05/20/2020		
Total Attachments: 7			
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PHAIDON GROUP HOLDINGS LIMITED

AND

PHAIDON INTERNATIONAL (UK) LTD

TRADE MARK ASSIGNMENT

Groom Wilkes & Wright LLP
'The Haybarn'
Upton End Farm Business Park
Meppershall Road
Shillington
Hitchin
SG5 3PF

TRADEMARK
REEL: 006943 FRAME: 0073

THIS ASSIGNMENT is dated the 14th day of May 2020

BETWEEN: -

(1) PHAIDON GROUP HOLDINGS LIMITED (company No. 10087192), with a registered office address of 21 Lombard Street, London, EC3V 9AH (hereinafter "the Assignor")

AND

(2) PHAIDON INTERNATIONAL (UK) LTD (company No. 5134675), with a registered office address of 21 Lombard Street, London, EC3V 9AH (hereinafter "the Assignee")

RECITALS

- (A) The Assignor is the proprietor and beneficial owner of the registered and unregistered Trade Marks set out in the Schedule attached hereunder (hereinafter "the Trade Marks")
- (B) The Assignor has agreed to assign to the Assignee, on the terms set out below, all of such estate, right, title and interest as it may have in the Trade Marks.

NOW IT IS HEREBY AGREED as follows:

1. In return for good and valuable consideration paid by the Assignee to the Assignor (the receipt of which the Assignor acknowledges), the Assignor HEREBY ASSIGNS and transfers to the Assignee, with full title guarantee :
- 1.1 all of such estate, right, title and interest as it may have in the Trade Marks, free of all liens, charges and encumbrances; and

1.2 all statutory and common law rights and all goodwill attaching to the Trade Marks, and including the right to sue for past infringements and to retain any damages obtained as a result of such action.

2. GOODWILL

The Assignor confirms that this assignment is made with the goodwill attaching to the Trade Marks.

3. COVENANTS

The Assignor covenants that it :

- 3.1 renounces any rights that it may have in respect of the Trade Marks;
- 3.2 will, at the request and expense of the Assignee, execute all further assignments, transfers, deeds and documents, and do all further acts and things and depose to or swear all declarations or oaths, which may be necessary or desirable for securing, completing and absolutely vesting in the Assignee full rights, title and interest in the Trade Marks.

4. WARRANTIES

The Assignor warrants that it has not licensed, assigned, mortgaged or otherwise disposed of or charged the rights granted by the Trade Marks or compromised the ability of the Assignee to use the Trade Marks.

5. ENFORCEMENT

- 5.1 Pending the recordal of the Assignee as proprietor of the Trade Marks, the Assignor will lend its name to any enforcement proceedings, including but not limited to trade mark infringement and passing off, which the Assignee may

require to be brought against any person wrongfully using the Trade Marks or anything confusingly similar

5.2 The Assignee shall indemnify the Assignor in respect of any costs or other liability arising out of such proceedings

6. JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws England and Wales, and the parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales.

7. EFFECTIVE DATE

The date on which the transfer of the Trade Marks is agreed by the parties to have taken effect is that appearing above in the Preamble to this Agreement (page 1).

Schedule

<u>Mark</u>	<u>Territory</u>	<u>Filing Date</u>	<u>Status</u>	<u>Number</u>	<u>Class</u>
DSJ GLOBAL	Canada	21 Dec 2017	Registered	TMA1068409	35
EPM SCIENTIFIC	Canada	21 Dec 2017	Registered	TMA1068407	35
GLOCOMMS	Canada	21 Dec 2017	Registered	TMA1068397	35
LVI ASSOCIATES	Canada	21 Dec 2017	Registered	TMA1068402	35
PHAIDON	Canada	22 Dec 2017	Registered	TMA1068400	35
 PHAIDON FINE PRINT GLOBAL	Canada	22 Dec 2017	Registered	TMA1068419	35
SELBY JENNINGS	Canada	21 Dec 2017	Registered	TMA1068384	35
PHAIDON	E.U.	22 Jan 2018	Registered	17715871	35



PHAIDON	E.U.	22 Jan 2018	Registered	17715855	35
DSJ GLOBAL	Hong Kong	18 Aug 2017	Registered	304245543	35
EPM SCIENTIFIC	Hong Kong	18 Aug 2017	Registered	304245534	35
GLOCOMMS	Hong Kong	18 Aug 2017	Registered	304245516	35
LVI ASSOCIATES	Hong Kong	18 Aug 2017	Registered	304245606	35
PHAIDON	Hong Kong	27 Dec 2017	Registered	304380688	35



PHAIDON	Hong Kong	27 Dec 2017	Registered	304380697	35
SELBY JENNINGS	Hong Kong	18 Aug 2017	Registered	304245525	35
DSJ GLOBAL	International*	20 Oct 2017	Registered	1380358	35
EPM SCIENTIFIC	International*	20 Oct 2017	Registered	1380244	35
GLOCOMMS	International*	20 Oct 2017	Registered	1380356	35
LVI ASSOCIATES	International*	20 Oct 2017	Registered	1380359	35
PHAIDON	International*	29 Dec 2017	Registered	1398623	35

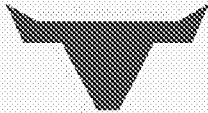


PHAIDON	International*	29 Dec 2017	Registered	1400394	35
SELBY JENNINGS	International*	20 Oct 2017	Registered	1380357	35
DSJ GLOBAL	U.K.	30 June 2017	Registered	3240681	35
EPM SCIENTIFIC	U.K.	30 June 2017	Registered	3240691	35
GLOCOMMS	U.K.	30 June 2017	Registered	3240696	35
LVI ASSOCIATES	U.K.	30 June 2017	Registered	3240678	35
PHAIDON	U.K.	30 June 2017	Registered	3240668	35



PHAIDON	U.K.	30 June 2017	Registered	3240676	35
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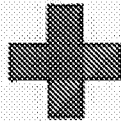
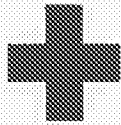
SELBY JENNINGS U.K. 30 June 2017 Registered 3240686 35



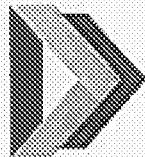
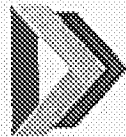
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(series of two marks) U.K. 12 Feb 2020 Pending 3466272 35



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(series of two marks) U.K. 12 Feb 2020 Pending 3466268 35



(series of two marks) U.K. 12 Feb 2020 Pending 3466260 35

 Scientific United States 17 May 2018 Registered 5858359 35

Footnote:

*International** -- registration covers the EU, Singapore, Switzerland, and the US

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IN WITNESS WHEREOF this Assignment has been executed by the parties, the day, month and year above written

Signed at London 14 May 2020

For and on behalf of
PHAIDON GROUP HOLDINGS LIMITED

Signature: 

Name: JAMES SHARP

Capacity: CEO

Signed at LONDON 14 MAY 2020

For and on behalf of
PHAIDON INTERNATIONAL (UK) LTD

Signature: 

Name: HARRIETT GRAY

Capacity: FINANCE DIRECTOR