

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588821

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UC Clothing Limited | | 06/23/2020 | Company: ENGLAND AND WALES |
| RECEIVING PARTY DATA | | | |
| Name: | JD Sports Fashion plc | | |
| Street Address: | Hollinsbrook Way | | |
| City: | Pilsworth, Bury, Lancashire | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | BL9 8RR | | |
| Entity Type: | Company: ENGLAND AND WALES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5417612 | | |
| 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: | 76691-323665 | | |
| NAME OF SUBMITTER: | David A.W. Wong | | |
| SIGNATURE: | /dwong/ | | |
| DATE SIGNED: | 07/28/2020 | | |
| Total Attachments: 12 | | | |
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TRADE MARK AND GOODWILL ASSIGNMENT

THIS ASSIGNMENT dated _23 June____ 2020 is made by:

- (1) UC Clothing Limited, a company incorporated in England and Wales under company registration number 09083275, whose registered address is at Edinburgh House, Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR, United Kingdom (formerly Kendal House, Murley Moss Business Park, Oxenholme Road, KENDAL, Cumbria, LA9 7RL, United Kingdom) ("the Assignor") and
- (2) JD Sports Fashion plc a company registered and incorporated in England and Wales under Company No. 01888425 whose registered address is Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR, United Kingdom


WHEREAS:

- A. The Assignor is the owner of the intellectual property as defined in Clause 1.
- B. The Assignor wishes to assign and transfer all its right, title and interest in and to the intellectual property to the Assignee, all in accordance with the provisions of this Assignment.

THIS ASSIGNMENT WITNESSES AS FOLLOWS:

1. DEFINITIONS

1.1 In this Assignment, the following words shall have the following meanings:

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| Domain names | The domain names listed in Schedule 2. |
| Intellectual Property | The Domain Names, the Trade Marks and the Goodwill. |
| Goodwill | The goodwill attaching to and symbolised by the Trade Marks. |
| Parties | The Assignor and the Assignee; and "Party" shall mean any of them. |
| Purchase Price |  |
| Trade Marks | The registered trade marks listed in Schedule 1. |

2. ASSIGNMENT

2.1 In consideration of the Purchase Price now paid by the Assignee to the Assignor (receipt of which is acknowledged), the Assignor hereby assigns and transfers to the Assignee absolutely and with full title guarantee all their respective rights, title and interests in and to the Intellectual Property, which assignment and transfer is hereby accepted by the Assignee.

2.2 The assignment effected by this Clause 2 shall include the assignment and transfer of:

- (a) all trade marks listed in Schedule 1, as well as all trade marks that may derive priority or seniority from any of the trade marks in any country of the world (and including all extensions, renewals and restorations), and the Intellectual Property shall be deemed to include all such items of property;

- (b) the right to apply for and obtain any item of intellectual property referred to in Clause 2.2(a) above;
- (c) such rights, if any, as may be conveyed by the ownership of the Assigned Property in respect of registering (i) the name of any company or other corporation; and (ii) any domain name;
- (d) without limiting Clause 2.2**Error! Reference source not found.** above, the entire right, title and interest in and to the existing and/or future copyright and rights in the nature of copyright that may subsist in the Trade Marks throughout the world for the full term of the copyright in them and all renewals or extensions of such rights; and
- (e) all rights of action, powers and benefits arising from ownership of the Assigned Property, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on, or after the date of this Assignment.

2.3 The Assignor warrants and undertakes that:

- (a) it shall not, and shall not permit any third party to, use the Trade Marks or any of the Goodwill;
- (b) it shall not, and shall not permit or assist any third party to, make any application to register in any country of the world (i) any of the Trade Marks; (ii) any company or other corporation with a name that incorporates any of the Trade Marks; or (iii) any domain name that incorporates any of the Trade Marks;
- (c) it shall not bring any claim or other action against the Assignee in respect of any use or other activity in relation to the Trade Marks or the Goodwill;
- (d) nothing in this Assignment shall prevent or preclude the Assignee from building up their own rights and goodwill in the Trade Marks;
- (e) it shall transfer to the Assignee such rights as they may have in law to prevent the unauthorised use of the Trade Marks and the Goodwill, including such rights under the law of passing off, unfair competition, and otherwise; and
- (f) if required to do so by the Assignee, the Assignor will make such acknowledgements to third parties as the Assignee may reasonably require stating that the Assignee or its assignee own the Intellectual Property and that none of the Assignor retains any ownership rights in such know-how.

2.4 The Assignor shall (a) execute, acknowledge, and deliver such further documents; and (b) give such assistance; as the Assignee may reasonably require at the Assignee' reasonable expense to secure the vesting in the Assignee of all rights in the Intellectual Property.

3. **GENERAL**

3.1 In this Assignment, (a) references to Clauses and Schedules mean clauses of, and schedules to, this Assignment; (b) the headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Assignment; (c) where the word "include" or "including" is used it shall be understood as meaning "include without limitation" or "including without limitation" as appropriate; (d) the provisions of the Schedule shall form part of this Assignment as if set out here; and (e) where an obligation is stated to be given by the Assignor, each of the Assignor shall have a separate and independent obligation to perform it.

3.2 The validity, construction and performance of this Assignment shall be governed by English law. Any dispute arising under or in connection with this Assignment shall be subject to the exclusive jurisdiction of the English courts, to which the Parties hereby submit. Notwithstanding the preceding sentence, any question concerning the validity of any intellectual property right shall be subject to the law and jurisdiction of the country in which such intellectual property right exists.

3.3 This Assignment does not create any right enforceable by any person who is not a Party.

Agreed by the Parties:

**For and on behalf of:
UC Clothing Limited**

**Agreed by:
JD Sports Fashion plc**



Signed

Signed

Siobhan Mawdsley
Print name

____Siobhan Mawdsley____
Print name

Company Secretary
Job title



_Company Secretary_____
Job title


23 June 2020
Date



_23 June 2020_____
Date

SCHEDULE 1

Registered trade marks

| Country | Mark text and/or image | Number | Date of filing | Class(es) | Goods and/or services in respect of which registered |
|-----------|---|---------|----------------|-----------|---|
| Australia |  | 1858386 | 12 July 2017 | 24 & 35 | <p>Class 25: Apparel (clothing, footwear, headgear); Clothing; Clothing for sports; Clothing for surfing; Clothing for swimming; Headbands (clothing); Footwear; Caps (headwear); Eye shields (headgear); Headgear for wear; Headscarves; Headwear; Waterproof headgear</p> <p>Class 35: Presentation of goods on communication media, for retail purposes; Retail clothing shop services; Retail services; Retailing of goods (by any means); Distribution of goods (not being transport services) and wholesale of goods; Administration relating to sales methods; Compilation of advertisements for use as web pages on the internet; Marketing and sales channel management; Product marketing</p> |
| Australia |  | 1858379 | 12 July 2017 | 25 & 35 | <p>Class 25: Apparel (clothing, footwear, headgear); Clothing; Clothing for sports; Clothing for surfing; Clothing for swimming; Headbands (clothing); Footwear; Caps (headwear); Eye shields (headgear); Headgear for wear; Headscarves; Headwear; Waterproof headgear</p> <p>Class 35: Presentation of goods on communication media, for retail purposes; Retail clothing shop</p> |


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| | | | | | services; Retail services; Retailing of goods (by any means); Distribution of goods (not being transport services) and wholesale of goods; Administration relating to sales methods; Compilation of advertisements for use as web pages on the internet; Marketing and sales channel management; Product marketing |
| Australia | URBAN CELEBRITY | 1858358 | 12 July 2017 | 25 & 35 | <p>Class 25: Apparel (clothing, footwear, headgear); Clothing; Clothing for sports; Clothing for surfing; Clothing for swimming; Headbands (clothing); Footwear; Caps (headwear); Eye shields (headgear); Headgear for wear; Headscarves; Headwear; Waterproof headgear</p> <p>Class 35: Presentation of goods on communication media, for retail purposes; Retail clothing shop services; Retail services; Retailing of goods (by any means); Distribution of goods (not being transport services) and wholesale of goods; Administration relating to sales methods; Compilation of advertisements for use as web pages on the internet; Marketing and sales channel management; Product marketing</p> |
| Australia |  | 1858370 | 12 July 2017 | 25 & 35 | <p>Class 25: Apparel (clothing, footwear, headgear); Clothing; Clothing for sports; Clothing for surfing; Clothing for swimming; Headbands (clothing); Footwear; Caps (headwear); Eye shields (headgear); Headgear for wear; Headscarves;</p> |

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| | | | | | <p>Headwear; Waterproof headgear</p> <p>Class 35: Presentation of goods on communication media, for retail purposes; Retail clothing shop services; Retail services; Retailing of goods (by any means); Distribution of goods (not being transport services) and wholesale of goods; Administration relating to sales methods</p> |
| European Union |  | 016708836 | 11 May 2017 | 25 & 35 | <p>Class 25: Clothing, footwear, headgear.</p> <p>Class 35: Advertising; business management; business administration; office functions.</p> |
| European Union |  | 016708811 | 11 May 2017 | 25 & 35 | <p>Class 25: Headgear; Footwear; Clothing.</p> <p>Class 35: Business analysis, research and information services; Advertising, marketing and promotional services; Business assistance, management and administrative services; Mail order retail services connected with clothing accessories; Mail order retail services for clothing; Mail order retail services for cosmetics; Online retail services relating to clothing; Online retail services relating to cosmetics; Online retail services relating to handbags; Online retail services relating to jewellery; Online retail services relating to luggage; Online retail store services relating to clothing; Online retail store services relating to cosmetic and beauty products; Retail services connected with the sale of</p> |


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| | | | | | <p>clothing and clothing accessories; Retail services in relation to clothing accessories; Retail services in relation to fashion accessories; Retail services in relation to headgear; Retail services in relation to hair products; Retail services in relation to jewellery; Retail services in relation to footwear; Retail services in relation to toiletries; Retail services in relation to luggage; Retail services in relation to clothing; Retail services in relation to bags; Retail services in relation to beauty implements for humans; Wholesale services in relation to jewellery; Wholesale services in relation to toiletries; Retail store services in the field of clothing; Wholesale services in relation to luggage; Wholesale services in relation to footwear; Wholesale services in relation to headgear; Wholesale services in relation to clothing; Wholesale services in relation to bags.</p> |
| European Union | URBAN CELEBRITY | 018097532 | 19 July 2019 | 25 & 35 | <p>Class 25: Clothing; footwear; headgear; belts; clothing for sports; clothing for surfing; clothing for swimming; headbands; Caps; Sun visors (headgear); Headgear for wear; Headscarves; Waterproof headgear.</p> <p>Class 35: The bringing together for the benefit of others of clothing, footwear, headgear, belts, gymnastic and sporting apparatus and equipment, enabling customers to</p> |

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| | | | | | <p>conveniently view and purchase those goods via an Internet webpage or webpages specialising in the marketing of clothing, footwear and sporting goods or a retail clothing, footwear and sporting goods outlet; The bringing together for the benefit of others of leather and imitations of leather, bags, trunks and travelling bags, vanity cases, holdalls, back packs, rucksacks, wallets, key cases, purses and pouches, credit card cases, tote bags, bottle bags, record bags, enabling customers to conveniently view and purchase those goods via an Internet webpage or webpages specialising in the marketing of clothing, footwear and sporting goods or a retail clothing, footwear and sporting goods outlet; The bringing together for the benefit of others of book bags, handbags, sports bags, sports holdalls, shopping bags, luggage and suitcases, weekend bags, jewellery rolls, attaché cases and briefcases, umbrellas, parasols and walking sticks, enabling customers to conveniently view and purchase those goods via an Internet webpage or webpages specialising in the marketing of clothing, footwear and sporting goods or a retail clothing, footwear and sporting goods outlet; The bringing together for the benefit of others of precious metals and their alloys, jewellery, precious stones, horological and</p> |
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| | | | | | <p>chronometric instruments, optical apparatus and instruments, spectacles, sunglasses, fashion spectacles, spectacles, enabling customers to conveniently view and purchase those goods via an Internet webpage or webpages specialising in the marketing of clothing, footwear and sporting goods or a retail clothing, footwear and sporting goods outlet; The bringing together for the benefit of others of goggles and masks for sporting activities, lenses, lenses for spectacles, goggles and masks, spectacle frames, cases for spectacles, sunglasses, goggles and masks, chains for spectacles, sunglasses, enabling customers to conveniently view and purchase those goods via an Internet webpage or webpages specialising in the marketing of clothing, footwear and sporting goods or a retail clothing, footwear and sporting goods outlet; The bringing together for the benefit of others of books, magazines, DVDs, CDs, computer software, footwear cleaning preparations, footwear cleaning brushes and cloths, toiletries, perfumes, eau de toilette to be sold online, enabling customers to conveniently view and purchase those goods via an Internet webpage or webpages specialising in the marketing of clothing, footwear and sporting goods or a retail clothing, footwear and sporting goods outlet; advertising</p> |
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| | | | | | <p>services; marketing services; assisting in the sale of goods and services of others by facilitating communication between individuals and retailers; business administration of retail stores and online retail stores; business management of retail stores and online retail stores; presentation of goods on communication media, for retail purposes; administration relating to sales methods; compilation of advertisements for use as web pages on the internet; marketing and sales channel management; product marketing; information, advice and consultancy relating to all the aforesaid services.</p> |
| European Union |  | 016708851 | 11 May 2017 | 25 & 35 | <p>Class 25: Clothing; Footwear; Headgear.</p> <p>Class 35: Advertising, marketing and promotional services; Business analysis, research and information services; Business assistance, management and administrative services; Mail order retail services connected with clothing accessories; Mail order retail services for cosmetics; Mail order retail services for clothing; Online retail services relating to clothing; Online retail services relating to cosmetics; Online retail services relating to luggage; Online retail services relating to jewellery; Online retail services relating to handbags; Online retail store services relating to clothing; Retail services</p> |

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| | | | | | connected with the sale of clothing and clothing accessories; Online retail store services relating to cosmetic and beauty products; Retail services in relation to headgear; Retail services in relation to hair products; Retail services in relation to clothing accessories; Retail services in relation to fashion accessories; Retail services in relation to footwear; Retail services in relation to jewellery; Retail services in relation to toiletries; Retail services in relation to luggage; Retail services in relation to clothing; Retail services in relation to bags; Retail services in relation to beauty implements for humans; Retail store services in the field of clothing; Wholesale services in relation to jewellery; Wholesale services in relation to toiletries; Wholesale services in relation to luggage; Wholesale services in relation to footwear; Wholesale services in relation to headgear; Wholesale services in relation to clothing; Wholesale services in relation to bags. |
| United Kingdom | LEVEL 1 | 3145017 | 18 January 2016 | 25 & 35 | <p>Class 25: Clothing, footwear, headgear namely t-shirts, hooded tops, tracksuits, shorts, vests, shirts, jumpers, sweaters, hats, caps, polo shirts, jackets, coats, underwear, swimwear, long sleeved t-shirts.</p> <p>Class 35: Retail services connected with the sale of t-shirts, hooded tops, tracksuits, shorts, vests, shirts, jumpers, sweaters,</p> |

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| | | | | | hats, caps, polo shirts, jackets, coats, underwear, swimwear, long sleeved t-shirts. |
| United Kingdom | URBAN CELEBRITY CLOTHING | 2549211 | 2 June 2010 | 25 | Class 25: Articles of clothing for men and women; accessories for the aforesaid goods. |
| United States |  | 5417612 | 9 August 2017 | 35 | Class 35: Online retail store services featuring clothing and footwear. |

SCHEDULE 2

Domain names

www.urbancelebrity.com
www1.urbancelebrity.com
www2.urbancelebrity.com