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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM589450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merman Limited		07/22/2020	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Sheedy Limited	
Street Address:	16 Church Street	
Internal Address:	First Floor, St Johns House	
City:	Bromsgrove, Worcestershire	
State/Country:	UNITED KINGDOM	
Postal Code:	B61 8DN	
Entity Type:	Private Limited Company: UNITED KINGDOM	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5718754	MERMAN
Registration Number:	5113562	MERMAN COMEDY
Registration Number:	5108531	MERMAN DRAMEDY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8476510393

Email: officeactions@norvellip.com

Correspondent Name: Michael K. Johnson

Address Line 1: PO Box 2461

Address Line 4: Chicago, ILLINOIS 60690

DOMESTIC REPRESENTATIVE

Name: Norvell IP IIc

Address Line 1: PO Box 2461

Address Line 4: Chicago, ILLINOIS 60690

NAME OF SUBMITTER: Michael K. Johnson

TRADEMARK REEL: 007014 FRAME: 0765

900561716

SIGNATURE:	/Michael K. Johnson/	
DATE SIGNED:	07/30/2020	
Total Attachments: 2		
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TRADEMARK
REEL: 007014 FRAME: 0766

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made BETWEEN:

Merman Limited, 37 Warren Street, London, W1T 6AD, United Kingdom ("the Assignor", which expression shall include its successors and assigns).

AND

Sheedy Limited, First Floor, St Johns House, 16 Church Street, Bromsgrove, Worcestershire, B61 8DN, United Kingdom ("the Assignee", which expression shall include its successors and assigns).

RECITALS:

(A) The Assignor has agreed to assign all its rights, title, good will, interest and property in the Trade Marks identified in The Schedule hereto ("Trade Marks"), together with all ancillary rights relating thereto, to the Assignee upon the following terms:

OPERATIVE PROVISIONS:

- 1. In consideration of the sum of £1 (one) paid by the Assignee to the Assignor, the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, good will, interest and property in the Trade Marks, the full and exclusive benefit thereof, all common law rights connected with the Trade Marks and any copyright rights which may subsist in the Trade Marks and all rights, privileges and advantages appertaining thereto, together with the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Trade Marks and/or any rights in or relating to the Trade Marks whether committed before or after the date of this assignment, to the intent that the Trade Marks shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor in the goods, services and business connected with the Trade Marks TO HOLD the same unto the Assignee absolutely.
- 2. All payments made by the Assignee under this Agreement are exclusive of VAT, which (if applicable) the Assignee shall pay to the Assignor in addition thereto.
- 3. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee and (c) formally register the Assignee's title in the same at the relevant Intellectual Property Offices.
- 4. The Assignor hereby covenants and undertakes that the Assignor has not done or

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- omitted to do and will not do or omit to do any act, matter or thing whereby the Trade Marks may be invalidated.
- 5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
- 6. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this Agreement.
- 7. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

The parties have executed this Agreement on the first date below written.

THE SCHEDULE

TRADE MARK	NUMBER	CLASSES	COUNTRY
MERMAN	16181281	9, 35 and 41	European Union
MERMAN	5718754	9, 35 and 41	United Stated of America
MERMAN COMEDY	5113562	41	United States of America
MERMAN DRAMEDY	5108531	41	United States of America

	7.
SIGNED, for and on behalf of	(Signature)
("the Assignor")	Jeremy Rainbird
	POSITIONDirector
	DATE
SIGNED, for and on behalf of	(Signature)
("the Assignee")	NAME
	POSITIONDirector
	DATE 22 July 2020

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RECORDED: 07/30/2020