

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
365 Health and Wellbeing Limited		08/31/2018	Corporation:
RECEIVING PARTY DATA			
Name:	365 Health Developments Limited		
Street Address:	100 Old Hall Street		
Internal Address:	Langtons, 11th Floor The Plaza		
City:	Liverpool		
State/Country:	ENGLAND		
Postal Code:	L3 9QJ		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2952010	BEATING THE BLUES	
Registration Number:	4295276	BEATING THE BLUES US	
CORRESPONDENCE DATA			
Fax Number:	7036848206		
<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:	703-684-6885		
Email:	Elisedelatorre@bbpatlaw.com		
Correspondent Name:	Theodore A. Breiner		
Address Line 1:	115 North Henry Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
DOMESTIC REPRESENTATIVE			
Name:	Theodore A. Breiner		
Address Line 1:	115 North Henry Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	THEODORE A. BREINER		
SIGNATURE:	/Theodore A. Breiner/		

OP \$65.00 2952010

DATE SIGNED:

08/07/2020

Total Attachments: 15

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Dated *31st August* 2018

INTELLECTUAL PROPERTY ASSIGNMENT

between

(1) 365 Health and Wellbeing Limited

and

(2) 365 Health Developments Limited

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THIS DEED OF ASSIGNMENT is dated the 31st day of August 2018

BETWEEN:

- (1) **365 HEALTH AND WELLBEING LIMITED**, a company incorporated in England and Wales (registered number: 09590719), whose registered office is at C/O Langtons, 11th Floor The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ (the **Assignor**); and
- (2) **365 HEALTH DEVELOPMENTS LIMITED**, a company incorporated in England and Wales (registered number: 11436035), whose registered office is at C/O Langtons, 11th Floor The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ (the **Assignee**).

BACKGROUND:

- (A) The Assignor is the proprietor of the BtB IPR (as defined below).
- (B) The Assignor has agreed to assign all of its rights, title and interest in the BtB IPR to the Assignee on the terms set out in this Assignment.

AGREED TERMS:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assignment (including the Background) the following words and expressions shall have the following respective meanings:

BtB IPR means any and all Intellectual Property Rights owned or acquired by the Assignor (whether before, on or after the Effective Date) in relation to the Business including but not limited to the Trade Marks and assets defined in Schedule 1;

Assignment Date means the date of this Assignment;

Assignment Fee means novation to the Assignee of debt of £653,300 as set out in Schedule 2 owed by the Assignor at the date of this Assignment;

Business means the provision of online health and wellbeing business carried on under the brand Beating the Blues and other brands listed in Schedule 1;

Business Day means any day on which banks are generally open for business in the City of London (other than Saturdays, Sundays or public holidays);

Domain Names means the registered internet domain names set out in the Schedule 1;

Effective Date means 31 August 2018;

Intellectual Property Rights means any and all intellectual property rights including patents, trade marks, service marks, design rights, copyright, know-how and trade secrets, rights in databases, domain names, look and feel, trade and business names and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with any and all goodwill relating or attached thereto the right to apply for registration of and/or register such rights and all extensions and renewals thereof which subsist or will subsist, now or in the future;

party means either the Assignor or the Assignee as the context requires and **parties** mean both of them; and

Trade Marks means the registered trade marks set out in the Schedule 1 and all unregistered trade marks and trade names related to the same.

1.2 Interpretation

1.2.1 All clause headings and references to them in this Assignment are for identification and indexing purposes only. They shall be deemed not to be part of this Assignment and they shall not affect the construction or interpretation of this Assignment.

1.2.2 References in this Assignment to clauses and the Schedule are to be construed as references to the clauses of and the Schedule to this Assignment.

1.2.3 Any reference in this Assignment to any statute, law, statutory instrument, regulation or other similar instrument having the force of law shall be deemed to include any lawful amendment, re-enactment, extension, replacement, modification, consolidation and/or repeal thereof.

1.2.4 Any reference in this Assignment to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender.

1.2.5 Any reference in this Assignment to a **person** shall, unless the context otherwise requires, include natural persons, firms, partnerships, corporate bodies, unincorporated bodies, corporations, associations and all other legal persons of whatever kind howsoever constituted.

1.2.6 In this Assignment, any reference to **include, includes, including** and

included shall be construed without limitation, unless inconsistent with the context.

- 1.2.7 In this Assignment, a reference to an **encumbrance** shall be construed so as to include any mortgage, charge, pledge, lien, standard security, hypothecation, security interest, assignment or any other agreement or arrangement having the effect of conferring security or a priority of payment and cognate expressions shall be construed accordingly.

2 **ASSIGNMENT**

Pursuant to and in consideration of the payment of the Assignment Fee (which shall be come due and payable on the Assignment Date by novation from the Assignor to the Assignee) the Assignor hereby assigns and transfers to the Assignee absolutely with full title guarantee with effect from the Effective Date:

- 2.1 all of the right, title and interest in and to the BtB IPR including by way of present assignment of future rights, all statutory and common law rights attaching to the BtB IPR and all the rights, powers, liberties and immunities attaching to the BtB IPR free from all liens, charges and encumbrances (and the Assignor waives any moral rights in relation to the BtB IPR);
- 2.2 the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing off in respect of the BtB IPR which may have occurred before, on or after the Effective Date;
- 2.3 the goodwill attaching to the BtB IPR together with the goodwill of the Business;
- 2.4 the right to apply for, prosecute and obtain registered trade marks or similar protection throughout the world in respect of the names and marks comprised in the Trade Marks (including the right to claim priority from them and the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks) to the intent that the grant of any registered trade marks or similar protection shall be in the name of and vest in the Assignee; and
- 2.5 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 any of the BtB IPR whether occurring before, on or after the Effective Date.

3 **WARRANTIES AND INDEMNITY**

- 3.1 The Assignor warrants and represents that:
- 3.1.1 the Assignor is the sole, absolute and unencumbered legal and beneficial owner of the BtB IPR;
 - 3.1.2 it has not assigned or licensed or purported to assign or license the whole or any part of the BtB IPR other than as set out in Schedule 3;
 - 3.1.3 the BtB IPR does not infringe the trade marks or other Intellectual Property Rights of any third party and no third party is infringing the BtB IPR; and
 - 3.1.4 it will not in future take any steps to derogate from this Assignment.
- 3.2 The Assignor shall be and shall remain liable for any liability occurring from its own use of the BtB IPR up to the Effective Date and the Assignor shall continue thereafter to indemnify the Assignee against all claims, liabilities and expenses arising out of the Assignor's use of the BtB IPR, any infringement of any rights of any third party's Intellectual Property Rights, or from the Assignor's failure to comply with all applicable laws and regulations.

4 TRANSFER

- 4.1 The Assignor shall transfer ownership and control of the Domain Names to the Assignee, with full title guarantee unencumbered by any third-party claims or other third-party rights, as soon as reasonably practicable, and in any event within 30 days of a request by the Assignee.
- 4.2 The Assignor shall promptly complete all formalities including the completion and signing of documents that are required to transfer ownership and control of the Domain Names to the Assignee, including the change of registrant name, change of administrative contact and, where required by the Assignee, change of registrar.

5 GENERAL

5.1 Entire agreement

Unless otherwise stated in this Assignment, this Assignment constitutes the entire understanding between the parties in relation to its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Assignment. No party has relied on any representation except as expressly set out in this

Assignment.

5.2 Variation and waiver

5.2.1 No variation of this Assignment shall be valid and effective unless it is in writing and signed by each of the parties or by a duly authorised representative on behalf of each party.

5.2.2 The failure by a party to exercise or the delay by a party in exercising any right, power or remedy provided by this Assignment or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedies. Any waiver by one party of the obligations of another party under this Assignment shall be in writing, signed by the party giving the waiver and shall not affect obligations of any party not specified in such waiver. No single or partial exercise of a right, power or remedy provided by this Assignment shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.

5.3 Severance

5.3.1 If any provision of this Assignment (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

5.3.2 If any invalid, unenforceable or illegal provision of this Assignment would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

5.4 Nature of rights

The rights and remedies contained in this Assignment are cumulative and not exclusive of any rights or remedies provided by law.

5.5 Further assurance

Each party shall, and shall use its reasonable endeavours to procure that any necessary third parties shall, (at the cost of that party) do, execute and perform all such further deeds, documents, assurances, acts and things reasonably within its power and as the other party may reasonably require by notice to that party to carry the provisions of this Assignment into full force and effect.

6 TRANSFER OF RIGHTS AND OBLIGATIONS

Each party is entering into this Assignment for its benefit and not for the benefit of another person. A party may not assign or transfer or purport to assign or transfer a right or obligation under this Assignment without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

7 NOTICES

7.1 A notice under or in connection with this Assignment shall be in writing and shall be delivered personally or sent by first class pre-paid post or by facsimile transmission to the party at its last known address or facsimile number.

7.2 In the absence of evidence of earlier receipt, service of a notice is deemed to have been effected as follows:

7.2.1 if delivered personally, at the time when left at the address referred to in clause 7.1;

7.2.2 if sent by first class prepaid post, on the second Business Day after it is put in the post; and

7.2.3 if sent by facsimile transmission, at the time of transmission or, if the time of transmission is outside normal working hours (which shall be deemed to be 9.00 a.m. to 5.00 p.m. on a Business Day) at 9.00 a.m. upon the next Business Day.

8 GOVERNING LAW AND JURISDICTION

This Assignment is governed by, and shall be construed in accordance with, the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Assignment and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England and Wales.

SCHEDULE 1 - ASSETS TO BE ASSIGNED

Item	Serial Number
Dell Latitude D6220	304TWP1
Dell Latitude D6220	303TWP1
Dell Latitude D6220	5DVYWP1
Dell Latitude D6220	5DVZWP1
Dell Latitude D6220	5DT7XP1
Dell Latitude D6220	5DVSWP1
Dell Latitude D6220	5DVXWP1
Dell Latitude D6220	5DT8XP1
Dell Latitude D6220	5DW2XP1
Dell Latitude D6220	79NTWP1
Dell Latitude D6220	5DW3XP1
Dell Latitude D6220	5DW1XP1
Dell Latitude D6220	5DT9XP1
Dell Latitude 3340	G53S512
Dell Latitude 3340	H53S512
Dell Latitude 3340	J53S512
Dell Latitude 3340	163S512
Dell Latitude 3340	F53S512
Samsung ace3, Model: GT-S7275R	R28F80S7ALT
Samsung ace4 Model: SM-G357FZ	R58G12557FV
Samsung ace3, Model: GT-S7275R	R28F80S7B3N
Samsung ace3, Model: GT-S7275R	R28F501WRAF
Dell server equipment	Various
Desktop for BTB2.0 testing	
Computer accessories	Various
Ehealth items including DVD's, CD's, brochures	Various
Marketing stands x3	
HR records for employees transferring to BUYER	

INTELLECTUAL PROPERTY TO BE ASSIGNED

All Beating the Blues IPR and Trademarks

Including:

Beating the Blues UK
Beating the Blues US versions 1.0 and 2.0
Beating the Blues SA
Beating the Blues Australia
Beating the Blues NL
Beating the Blues NZ

And any other version of the product, IPR and trademark that may exist

Bio Feedback

Tension taker

And any other version of the product that may exist

Self help programs (mental health)

Depression Relief UK
Insomnia Relief UK
Anxiety Relief UK
Stress Relief UK
Drink and Drug wise UK

Depression Relief US
Insomnia Relief US
Anxiety Relief US
Stress Relief US
Drink and Drug wise US
Optimise me

And any other versions of the products that may exist

Self help programs (wellness)

Getfit wellness
Getfit HRA
Getfit Health Manager
Getfit Nutrition
Getfit Fitness

And any other versions of the products that may exist

Activity program web sites

Step success
Joggle

And any other versions of the products that may exist

Other

The wellness shop
All content of the companies s:drive.

Web domains

The following web domains required to deliver the products and services

	Domain
123-reg.co.uk	wiprowalkathon.com
	alereactive.co.uk
	alereactive.com
	joggle.co
	step-success.com
	stepsuccess.co.uk
	stepsuccess.com
	trackitenfield.co.uk
	stepsuccessbeta.com
	wemoveshemoves.co.uk
	wemoveshemoves.com
	joggle.org.uk
	stepsuccess.org.uk
	joggle.co.uk
names.co.uk	getfit.com
	ultrasis.com
	calmworkplace.co.uk
	calmworkplace.com
	pamhealthmanager.com
	365healthsolutions.uk.com
	365healthsolutionsuk.com
	365healthsolutions.org
	365healthsolutions.global
	365healthsolutions.uk
	365healthsolutions.co.uk
	365healthsolutions.xxx
	mybrainsolutions.co.uk
	enstonehealth.co.uk
	beatingtheblues.xxx
	beatingtheblues.co.nz
	beatingtheblues.ie

ultrasis.eu
ultrasis.us
ultrasisplc.com
calmheart.com
drinkanddrugwise.com
reliefseries.com
getfitwellness.com
ratemyweekdaymorningfeeling.co.uk
ratemyweekdaymorningfeeling.com
ohwhatarelief.com
beatingtheblues.co.uk
beatingtheblues.es
Ultrasis.co.uk
beatingtheblues.asia
calmyou.com
pctcalm.com
wiganinmind.com
beatingtheblueschina.com
beatingthebluescn.com
getfitdev.co.uk
getfitstaging.co.uk
thewellnessshop.co.uk
ibsrelief.co.uk
getfitwellness.co.uk
traffordhealthyminds.com
dchsfeelinggood.co.uk
protocolpebblechallenge.co.uk
ppcwellness.com
tensiontaker.com
wellnessshop.co.uk
optimiseme.com

SCHEDULE 2 - ASSIGNMENT OF DEBT OF ASSIGNOR AS AT DATE OF AGREEMENT

Creditor	Amount in Words	Amount (£)
Paul Anthony Bell	Five hundred and fifty three thousand three hundred pounds	£553,300
Finance Services Limited	Forty thousand pounds	£40,000
BMN Commercial Limited	Twenty thousand pounds	£20,000
BMN Resources Limited	Forty thousand pounds	£40,000

SCHEDULE 3 – BtB IPR LICENCED OR OTHERWISE ASSIGNED

<u>Licencee</u>	<u>IPR</u>	<u>Territory</u>
Medtech	BtB	Australia and New Zealand
USquared Inc	BtB	United States of America

IN WITNESS whereof this Assignment is executed as a deed by the parties on the date set out above.

EXECUTED (but not dated until)
the date hereof) as a deed)
for and on behalf of)
365 HEALTH AND WELLBEING)
LIMITED (the Assignor)
by a director in the presence of a)
witness:)



Director

Witness Signature Georgina Garroch
Witness Name GEORGINA GARROCH
Witness Address 83 PALM GROVE, OXTON,
BIRKENHEAD, WIRRAL
CH43 1TG
Witness Occupation SPEECH THERAPIST

EXECUTED (but not dated until)
the date hereof) as a deed)
for and on behalf of)
365 HEALTH DEVELOPMENTS)
LIMITED (the Assignee)
by a director in the presence of a)
witness:)



Director

Witness Signature Georgina Garroch
Witness Name GEORGINA GARROCH
Witness Address 83 PALM GROVE, OXTON,
BIRKENHEAD, WIRRAL
CH43 1TG
Witness Occupation SPEECH THERAPIST