

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Melza Limited		05/26/2020	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	COLLECTIF.CO.UK. LIMITED		
Street Address:	Unit R2b Warehouse K		
Internal Address:	2 Western Gateway		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E16 1DR		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5178910	LINDY BOP	
Registration Number:	5178909	LINDY BOP	
Registration Number:	5365405	LINDY BOP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	waheedan@jariwalla.com		
Correspondent Name:	Waheedan Jariwalla		
Address Line 1:	69 Uxbridge Lane		
Address Line 4:	Gloucester, UNITED KINGDOM GL22EY		
NAME OF SUBMITTER:	Waheedan Jariwalla		
SIGNATURE:	/wj/		
DATE SIGNED:	09/18/2020		
Total Attachments: 6			
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DATED

26/05/2020

Trade mark Assignment

Between

MELZA LIMITED (in administration)

And

JOHN WILLIAM BUTLER & ANDREW JOHN NICHOLS

And

COLLECTIF.CO.UK.LIMITED

PARTIES

(1) **MELZA LIMITED (in administration)** incorporated and registered in England and Wales with company number 07416192 whose office is at The Chapel, Bridge Street, Driffield YO25 6DA (**'Assignor'**)

(2) **JOHN WILLIAM BUTLER** and **ANDREW JAMES NICHOLS** as joint administrators of the Seller both of Redman Nichols Butler of The Chapel, Bridge Street, Driffield, YO25 6DA (**'Office-holders'**)

(3) **COLLECTIF.CO.UK. LIMITED** incorporated and registered in England and Wales with company number 05435919 whose registered office is at Unit R2b Warehouse K, 2 western Gateway, London, United Kingdom, E16 1DR (**'Assignee'**)

BACKGROUND

(A) The Assignor is the proprietor of the Trade Marks as defined in the attached Schedule.

(B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definition and rules of interpretation apply in this agreement.

1.1 Definition:

Trade Marks: the registered trade marks short particulars of which are set out in the Schedule.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

1.5 References to clauses and Schedule are to the clauses and Schedule of this agreement.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those

terms.

1.11 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. ASSIGNMENT

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its 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 or services in respect of which the Trade Marks are 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 Mark whether occurring before, on or after the date of this agreement.

3. FURTHER ASSURANCE

Each party shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

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 preclude 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. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

8. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

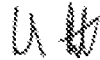
9. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by for and on behalf of MELZA LIMITED (in administration)

(Assignor)



Administrator

Signed by for and on behalf of JOHN WILLIAM BUTLER & ANDREW JOHN NICHOLS

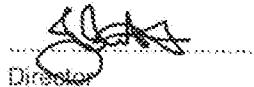
(Office-holders)



Administrator

Signed by for and on behalf of COLLECTIF.CO.UK.LIMITED

(Assignee)


Director

THE SCHEDULE

Trade Mark	Trade Mark Number	Region	Classes
LINDY BOP	5178910	USA	Class 25 Class 35
LINDY BOP	5178909	USA	Class 15 Class 35
LINDY BOP	5365405	USA	Class 18 Class 25 Class 26
LINDY BOP	21553867	China	Class 25
LINDY BOP	21553866	China	Class 35
LINDY BOP	21553866	China	Class 18