

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leslie John Emery		11/18/2020	INDIVIDUAL: UNITED KINGDOM
Susan Miriam Emery		12/17/2020	INDIVIDUAL: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Norvil Motorcycle Co. Limited		
<b>Street Address:</b>	96-98, The Corner Garage, Cannock Road, Chase Terrace		
<b>City:</b>	Burntwood, Staffordshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WS7 1JP		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>Name:</b>	The Norton Motorcycle Co. Limited		
<b>Street Address:</b>	1 Bartholomew Lane		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2N 2AX		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1644347	NORVIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123322196		
<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>			
<b>Phone:</b>	312-201-4000		
<b>Email:</b>	tmapps@goldbergkohn.com		
<b>Correspondent Name:</b>	Robert Leighton		
<b>Address Line 1:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7980.001		

OP \$40.00 1644347

<b>NAME OF SUBMITTER:</b>	Robert Leighton
<b>SIGNATURE:</b>	/Robert Leighton/
<b>DATE SIGNED:</b>	12/29/2020
<b>Total Attachments: 6</b> source=Executed Assignment Deed - Norvil#page1.tif source=Executed Assignment Deed - Norvil#page2.tif source=Executed Assignment Deed - Norvil#page3.tif source=Executed Assignment Deed - Norvil#page4.tif source=Executed Assignment Deed - Norvil#page5.tif source=Executed Assignment Deed - Norvil#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** is made between

**(1) Leslie John Emery and Susan Miriam Emery** (both doing business as FAIR SPARES) (the “Emerys”);

**(2) The Norvil Motorcycle Co. Limited** (registered number 02497939) whose registered office is at 96-98, The Corner Garage, Cannock Road, Chase Terrace, Burntwood, Staffordshire, WS7 1JP, United Kingdom (“**Norvil Motorcycle**”, and together with the Emerys, the “**Sellers**”, which expression shall, unless it be repugnant to the subject or context thereof be deemed to include their successors and / or permitted assigns );

**AND**

**(3) The Norton Motorcycle Co. Limited (formerly known as ‘Project 303 BIDCO Limited’)** (company number 12545195), whose registered office is at 1 Bartholomew Lane, London, EC2N 2AX, United Kingdom (hereinafter referred to as the “**Buyer**” which expression shall, unless it be repugnant to the subject or context thereof be deemed to, include its successors and / or permitted assigns).

The Sellers and the Buyer are hereinafter individually referred to as such and collectively as the “**Parties**”.

### **WHEREAS :**

A. The Emerys are the owner and proprietor of the trademark ‘NORVIL’ in various countries of the world and by virtue of an Asset Purchase Agreement dated 5 May 2020, the Sellers have assigned the same to the Buyer including the applications filed in USA, more particularly described and listed in the Schedule 1 annexed hereto (hereinafter referred to as the “**said Trademark**”);

- B. The Parties have agreed to execute this Trademark Assignment Agreement in relation to the said Trademark for the proper vesting of the right, title and interest in and to the said Trademark together with the goodwill of the business relating to the goods and services in respect of which it is used or has been used, to and unto the Buyer absolutely.


**NOW THEREFORE**, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. With effect from 5 May 2020, the Sellers assign, confirm, transfer, grant, convey and assure absolutely and forever, all its right, title and interest in and to the said Trademark mentioned in the Schedule 1 annexed hereto together with the copyrights and the goodwill and benefit attached to the business concerned and in relation to which the said Trademark is used or has been used, unto and for the exclusive benefits of the Buyer, in perpetuity and throughout the world.
2. The Sellers confirm that, following assignment, said Trademark is the absolute, sole and exclusive property of the Buyer and that the Sellers do not have nor be deemed to have any right, title, claim or interest, benefit or property in or in relation to the said Trademark.
3. The Sellers have not willfully done or omitted to do any act, deed, document, matter or thing as a result of which it was in any manner prevented or precluded from granting, assigning, assuring or transferring unto the Buyer all the right, title, interest, property and benefit in and to the said Trademark to and unto the Buyer as envisaged herein.

4. Recordation and Further Actions: Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment Agreement upon request by Buyer. Following the date hereof (i.e. 5 May 2020), upon Buyer's reasonable request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of said Trademark to Buyer, or any assignee or successor thereto.
  
5. Terms of the Asset Purchase Agreement: The Parties hereto acknowledge and agree that this Trademark Assignment Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the said Trademark. The representations, warranties, covenants, and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
  
6. The Parties waive any objection to, and agree to submit to, the exclusive jurisdiction of the courts of England and Wales.


***[THE IMMEDIATELY FOLLOWING PAGES ARE THE EXECUTION PAGES]***

Signed by each of -

DocuSigned by:  
  
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Signed by **Leslie John Emery**

Date: 11/18/2020

DocuSigned by:  
  
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Signed by **Susan Miriam Emery**

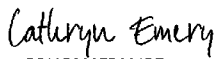
Date: 12/17/2020

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Signed by for and on behalf of **Fair Spares**

Name & Designation: partner

Date: 12/17/2020

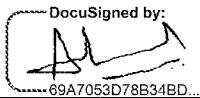
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Signed by for and on behalf of **The Norvil Motorcycle Co. Ltd**

Name & Designation: cathryn Emery Director Of Norvil Motorcycle

Date: 11/17/2020

***Signature page for the Trademark Assignment Agreement executed between Leslie John Emery, Susan Miriam Emery, Fair Spares, The Norvil Motorcycle Co. Ltd and The Norton Motorcycle Co. Limited***

DocuSigned by:  
  
69A7053D78B34BD...

Signed by for and on behalf of **The Norton Motorcycle Co. Limited**

Name & Designation: **Mr Sharad Mohan Mishra, Director**

Date: 12/16/2020

*Signature page for the Trademark Assignment Agreement executed between Leslie John Emery, Susan Miriam Emery, Fair Spares, The Norvil Motorcycle Co. Ltd and The Norton Motorcycle Co. Limited*

**SCHEDULE 1**

<b>Sr No.</b>	<b>Registration No</b>	<b>Registration Date</b>	<b>Class</b>	<b>Trademark</b>
1	1644347	14 May 1991	12	NORVIL