

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Starensier, Inc.		08/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cosmostar Singapore Private Limited		
Street Address:	12 Marina View, #11-01		
Internal Address:	Asia Square Tower 2		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	018961		
Entity Type:	Corporation: SINGAPORE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3263462	SCENTMASK	
Registration Number:	3070657	BREATHERIGHT	
Registration Number:	3402658	NATURETEX	
Registration Number:	3797383	HBR	
Registration Number:	5311942	DOMINATE	
Serial Number:	87919348	THE SOLUTION FOR POLLUTION	
Registration Number:	2578222	HYDROGUARD	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	2149783000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	1900 N. Pearl St., Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	50733427		
NAME OF SUBMITTER:	Dyan M. House		

CH \$190.00 3263462

SIGNATURE:	/Dyan M. House/
DATE SIGNED:	02/16/2021
Total Attachments: 12 source=Starensier to Cosmo SG - Deed of Assignment#page1.tif source=Starensier to Cosmo SG - Deed of Assignment#page2.tif source=Starensier to Cosmo SG - Deed of Assignment#page3.tif source=Starensier to Cosmo SG - Deed of Assignment#page4.tif source=Starensier to Cosmo SG - Deed of Assignment#page5.tif source=Starensier to Cosmo SG - Deed of Assignment#page6.tif source=Starensier to Cosmo SG - Deed of Assignment#page7.tif source=Starensier to Cosmo SG - Deed of Assignment#page8.tif source=Starensier to Cosmo SG - Deed of Assignment#page9.tif source=Starensier to Cosmo SG - Deed of Assignment#page10.tif source=Starensier to Cosmo SG - Deed of Assignment#page11.tif source=Starensier to Cosmo SG - Deed of Assignment#page12.tif	

DATED 14 August 2020

STARENSIER, INC.

and

COSMOSTAR SINGAPORE PRIVATE LIMITED

and

STARENSIER HOLDING AG

and

TENSILE-COSMO HOLDINGS LIMITED

**DEED OF ASSIGNMENT OF INTELLECTUAL
PROPERTY**

THIS DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Deed") is made on the 14th day of August 2020 (the "Effective Date").

BETWEEN:

STARENSIER, INC., a company incorporated under the laws of the State of Delaware in the United States of America, whose registered office is at 12 Kent Way, Suite 201, Byfield, Massachusetts 01922, United States of America ("Assignor");

COSMOSTAR SINGAPORE PRIVATE LIMITED, a company incorporated under the laws of Singapore, whose registered office is at 12 Marina View, #11-01, Asia Square Tower 2, Singapore 018961 ("Assignee");

STARENSIER HOLDING AG, a company incorporated under the laws of the Swiss Confederation ("Starensier"); and

TENSILE-COSMO HOLDINGS LIMITED, a company incorporated under the laws of England ("Tensile").

(each a "Party" and collectively the "Parties")

WHEREAS:

- (A) Starensier and Tensile each owns 50% of the issued and outstanding share capital of Cosmostar Ltd, a company incorporated under the laws of the Cayman Islands.
- (B) On 8 January 2019, Starensier and Tensile entered into a Shareholders Agreement (the "Shareholders Agreement"), for the orderly management of Cosmostar Ltd and the Company Affiliates (as defined in the Shareholders Agreement).
- (C) Cosmostar Ltd owns 100% of the outstanding share capital of Cosmo Hong Kong Limited, a company incorporated under the laws of Hong Kong. Cosmostar Ltd also owns 100% of the share capital of the Assignee.
- (D) Clause 6.4 of the Shareholders Agreement provides that on or before 31 March 2019, or such later date as may be agreed to in writing by Tensile, Starensier will assign (and shall cause its applicable Affiliates to assign) to Cosmostar Ltd or the appropriate Company Affiliate, all of Starensier's and its Affiliates' right, title and interest in and to all Intellectual Property (as defined in the Shareholders Agreement) owned by Starensier or any of its Affiliates, that is used by or held for use by the Company or any Company Affiliate.
- (E) The Assignor is an Affiliate (as defined in the Shareholders Agreement) of Starensier. The Assignor is the proprietor of the intellectual property identified in Schedule A to this Deed (the "Intellectual Property"), including the registered trade marks and/or trade mark applications identified in Schedule A (collectively, the "Trade Marks"), and the goodwill associated with or attached to the Trade Marks identified in Schedule A.
- (F) Pursuant to the Shareholders Agreement, Starensier has caused the Assignor to assign and transfer, and the Assignor has agreed to assign and transfer, all of its rights, title and interests in and to the Intellectual Property, to the Assignee, in accordance with the terms of this Deed.

IT IS AGREED as follows:

Capitalised terms used but not defined in this Deed shall have the meaning set forth in the Shareholders Agreement.

1. ASSIGNMENT

- 1.1 Starensier and Tensile agree that "Company Affiliates" of Cosmostar Ltd include the Assignee, as a wholly-owned subsidiary of Cosmostar Ltd.
- 1.2 Starensier and Tensile hereby designate the Assignee as the Company Affiliate to which Starensier and its Affiliates shall assign Starensier's and its Affiliates' right, title and interest in and to all Intellectual Property.
- 1.3 IN CONSIDERATION of the nominal sum of S\$1, inclusive of any applicable taxes, paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby irrevocably assigns, transfers, conveys and delivers to the Assignee, all of such Assignor's rights, title and interest in and to the Intellectual Property set out in Schedule A, including all the goodwill of the business associated with and attached to the Trade Marks.
- 1.4 All income, royalties or payments due or payable with respect to the Intellectual Property following the Effective Date, shall accrue to the Assignee.
- 1.5 The Assignor represents and warrants to the Assignee that (i) after giving effect to the Deed hereunder, the Assignor shall not own any right, title or interest in the Intellectual Property (other than any licence rights granted to it by the Assignee pursuant to any separate agreement) and (ii) it has not granted to any other person or entity, any right, title, interest, licence or lien in, to or under the Intellectual Property.
- 1.6 The assignment of the Intellectual Property shall include the right for the Assignee to bring, make, oppose, defend any proceedings and obtain any relief and retain any damages recovered for any past, present or future infringement, misappropriation, violation or other unauthorised use of the Intellectual Property.
- 1.7 Subject to the terms and conditions in this Deed and provided that the Assignor complies fully with this Deed, Tensile agrees to extend the date for Starensier to comply with Clause 6.4 of the Shareholders Agreement, until 1 day after the Effective Date of this Deed.

2. FURTHER ASSURANCE

- 2.1 The Assignor agrees that:

- (i) at the request of the Assignee and at the Assignor's expense, it will at all times after the Effective Date, do all acts and execute and deliver all documents, papers, forms, instruments, authorisations and assignments that are reasonably necessary or desirable for securing, completing or vesting in the Assignee of right, title and interest of such the Assignor in, to and under the Intellectual Property; provided that the Assignee shall prepare, at the Assignee's expense, initial drafts of each of the foregoing, and the Assignee shall be responsible for any fees associated with the filing of any such documents, papers, forms, instruments, authorisations and assignments with any governmental authority or registrar, including but not limited to the recordal of the Assignee as proprietor of the Trade Marks on the relevant trade mark registers; and

(ii) it shall provide, at the reasonable request of the Assignee, evidence to support the assignment of Intellectual Property, in the event such evidence is reasonably necessary and not otherwise available to the Assignee.

- 2.2 Except as otherwise expressly set forth herein, each Party shall pay its own costs and expenses in connection with the execution and review of any such documents.
- 2.3 In the event the Assignee is unable, for any reason, after the use of commercially reasonable efforts, to secure the Assignor's signature on any document needed to perfect the transfer of ownership of the Intellectual Property, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorised officers and agents as the Assignor's agent, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by the Assignor.
- 2.4 The Deed shall be binding upon and inure to the benefit of the Parties and their respective affiliates, successors and permitted assigns.
- 2.5 Save that the Assignee's affiliates may enforce the Deed, the Parties do not intend that any term of this Deed shall be enforceable by virtue of the Contract (Rights of Third Parties) Act (Cap. 53B of Singapore) by any person who is not a party to this Deed.

3. GOVERNING LAW & JURISDICTION

The construction, validity and performance of this Deed and all non-contractual obligations arising from or connected with this Deed shall be governed by the laws of Singapore.

Any dispute, controversy or claim relating to, arising out of or in connection with the Deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

4. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the Parties on separate counterparts and each such counterpart shall constitute an original of this Deed but all of which together constitute one and the same Deed. The Deed shall not be effective until each Party has executed at least one counterpart.

5. ENTIRE AGREEMENT

This Deed sets forth the entire agreement and understanding between the Parties and may not be amended, supplemented or modified except by a written instrument signed by the Parties (or, if applicable, their respective successors and permitted assigns).

In the event that any conflict arises between the terms and conditions of this Deed and those set forth in the Shareholders Agreement, the terms and conditions of this Deed shall prevail and govern.

If any provision of this Deed is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed. Any provision of this Deed held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision(s) by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

This Deed has been duly executed by the Parties' duly authorised representative the day and year first written above.

EXECUTED AND DELIVERED AS A DEED

For and on behalf of

STARENSIER, INC.

By:

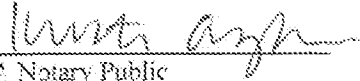


Director

Name: Richard Van Der noot

ID No.: 531235231

BEFORE ME



A Notary Public

Notary Name: Kristin Azzari

Date:

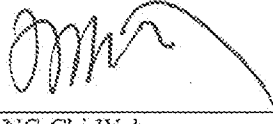


KRISTIN AZZARI
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
2/7/2025

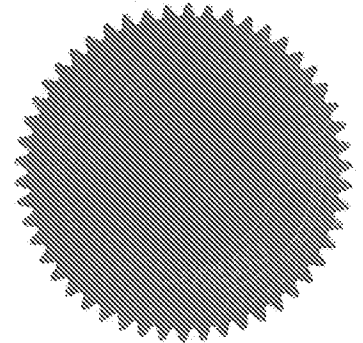
The common Seal of

COSMOSTAR SINGAPORE PRIVATE LIMITED (Singapore UEN No. 201930039G)

was hereunto affixed by:



Name: TANG Chi Wah
Designation: Director
ID No.: N8876677



In the presence of:



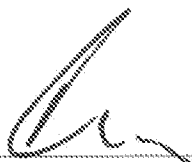
Name of Witness: TAM Lai Ping
ID No. of Witness: 503151794

EXECUTED AND DELIVERED AS A DEED

For and on behalf of

STARENSIER HOLDING AG

By:



Director

Name: Leonz Meyer

ID No.: E 3741815

By:

Director

Name: Richard Van Dernoof

ID No.: 531235231

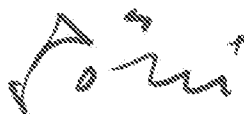
By:

Director

Name: Joshua John Van Dernoof

ID No.: 488155169

By:



Director

Name: Reto Boehi

ID No.: C 4451920

EXECUTED AND DELIVERED AS A DEED

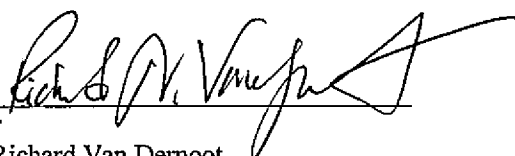
For and on behalf of

STARENSIER HOLDING AG

By:


Director
Name: Leonz Meyer
ID No.:

By:



Director
Name: Richard Van Demoot
ID No.: 531235231

By:



Director
Name: Joshua John Van Dernoot
ID No.: 488155169

By:

Director
Name: Reto Boehi
ID No.:

This document has been duly executed as a Deed and is delivered and takes effect on the date first written above.

For and on behalf of

TENSILE-COSMO HOLDINGS LIMITED (Company ID No. 11737215)

By:



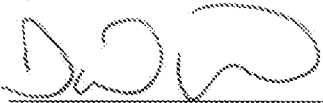
Director
Name: Douglas J. Dossey
ID No.: 566634361

In the presence of:



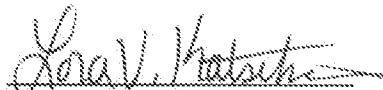
Name of Witness: *Karolin E. Dalayo*
Designation of Witness:
ID No. of Witness: *568301283*

By:



Director
Name: Daniel J. Katsikas
ID No.: 529204390

In the presence of:



Name of Witness: Lora Vayo Katsikas
Designation of Witness:
ID No.: 525718904

SCHEDULE A

Trade Marks

S/N	Country	Mark	Trade Mark No.	Class / Specifications	Status	Application Date
1.	CHINA	HYDROGUARD HYDROGUARD	1992826	Class 24 fabric for footwear and boots (waterproof fabric sheeting); label cloth; felt; cloth; textile material; wall hangings of textile; towel of textile; tablecloths, not of paper; banners; shrouds (subgroups: 2401-2405; 2407; 2410; 2411)	Registered	18/07/2001
2.	EUROPE	HYDROGUARD	004095188	Class 17 waterproof film sold as integral component of fabric for use in the manufacture of clothing, footwear, headgear, luggage and furnishings; films, linings, finishes and laminations, all for use in the manufacture of clothing, footwear, headgear, luggage and furnishings; waterproof membranes made from polymers as semi-finished products for textile and technical composites Class 24 textile materials and fabrics Class 25 clothing, footwear and headgear	Registered	02/11/2004
3.	UNITED STATES	SCENTMASK	RN: 3263462 SN: 77074452	Class 24 fabric used as a component part of hunting footwear and hunting apparel	Renewed	02/01/2007
4.	UNITED STATES	BREATHERIGHT	RN: 3070657 SN: 78563637	Class 24 fabric, namely composite material consisting of foam laminated to textiles for use in the further	Registered (Renewed)	09/02/2005

S/N	Country	Mark	Trade Mark No.	Class / Specifications	Status	Application Date
				manufacture of footwear, apparel and sporting goods		
5.	UNITED STATES	NATURETEX	RN: 3402658 SN: 77101105	Class 24 fabric made of recycled plastic for sale to manufacturers of clothing, footwear, luggage, sporting goods and personal leather goods	Registered (Renewed)	07/02/2007
6.	UNITED STATES	HBR	RN: 3797383 SN: 77760582	Class 24 breathable membrane fabric for use in footwear	Registered (Renewed)	16/06/2009
7.	UNITED STATES	DOMINATE	RN: 5311942 SN: 86740063	Class 24 high abrasion resistance textile for the further manufacture of the outside or upper of a shoe and shoulder pads, knee pads and elbow pads for outdoor sports and workwear	Registered	28/08/2015
8.	UNITED STATES	THE SOLUTION FOR POLLUTION	SN: 87919348	Class 24 synthetic fiber fabrics treated with an additive that accelerates the breakdown of the fabrics upon disposal for further manufacture of sporting goods and footwear	Pending (Allowed)	14/05/2018
9.	UNITED STATES	HYDROGUARD	RN: 2578222 SN: 76263727	Class 24 waterproof film sold as integral component of fabric for use in the manufacture of footwear	Registered (Renewed)	29/05/2001