

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647287

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900612896		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JIA JUN JAYDEN TEO		03/23/2021	INDIVIDUAL: SINGAPORE
RECEIVING PARTY DATA			
Name:	KG PHYSIO LTD		
Street Address:	Wisteria Grange Barn, Pikes End		
City:	Middlesex		
State/Country:	UNITED KINGDOM		
Postal Code:	HA5 2EX		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5058305	THERAFLOW	
CORRESPONDENCE DATA			
Fax Number:	2077843345		
<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:	2072413025		
Email:	azulieve@sta-law.com		
Correspondent Name:	Andrew J Zulieve, Esq.		
Address Line 1:	689 Friendship Road		
Address Line 4:	Waldoboro, MAINE 04572		
DOMESTIC REPRESENTATIVE			
Name:	Andrew J Zulieve, Esq.		
Address Line 1:	689 FRIENDSHIP RD		
Address Line 4:	WALDOBORO, MAINE 04572		
NAME OF SUBMITTER:	Andrew J. Zulieve, Esq.		
SIGNATURE:	/sailboat/		
DATE SIGNED:	05/17/2021		
Total Attachments: 12			

source=Notice of Non-recordation#page1.tif
source=Assignment Cover Sheet#page1.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page1.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page2.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page3.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page4.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page5.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page6.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page7.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page8.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page9.tif
source=06. Deed of Assignment of Intellectual Property Rights and Goodwill#page10.tif

Dated 23 March 2021

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND GOODWILL

between

TEO JIA JUN JAYDEN

and

KG PHYSIO LTD



MBM COMMERCIAL LLP

5th FLOOR, 125 PRINCES STREET, EDINBURGH EH2 4AD

DX ED403 EDINBURGH

TELEPHONE 0131 226 8200

FACSIMILE 0131 226 8240

Copyright © 2021, MBM COMMERCIAL LLP. All rights reserved.

TRADEMARK
REEL: 007288 FRAME: 0432

THIS DEED is dated 23 March 2021

PARTIES

- (1) **TEO JIA JUN JAYDEN**, Singapore ID number S8340274A, an individual residing at 501 Serangoon North Ave 4, #09-490, Singapore 550501 (the **Seller**);
- (2) **KG PHYSIO LTD** incorporated and registered in England and Wales with company number 09233594 whose registered office is at Wisteria Grange Barn, Pikes End, Pinner, Middlesex, HA5 2EX, United Kingdom (the **Buyer**).

RECITALS

- (A) By the Main Agreement, the Seller is willing to assign the Owned Business Intellectual Property Rights to the Buyer on the terms set out in this deed.

1. NOW THIS DEED WITNESSETH

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Business	has the meaning given to it in the Main Agreement.
Business Day	a day other than a Saturday, Sunday or public holiday in England or Singapore.
Business Name	Theraflow.
Goodwill	the goodwill of the Seller in relation to the Business including the benefit and advantage of the good name, reputation, and connections of the Business, any and all such right as the Seller may have to trade under and by reference to the Business Name and for the Buyer to carry on the Business under the Business Name and to represent itself as carrying on the Business in succession to the Seller.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Main Agreement	an asset purchase agreement dated on or around the date of this deed between the Seller and the Buyer.

Owned Business Intellectual Property Rights has the same meaning as given to it in the Main Agreement and shall include those Intellectual Property Rights set out in Schedule 1.

Trade Mark the registered trade mark, short particulars of which are set out in Part 3 of Schedule 1.

Transaction the transaction contemplated under the Main Agreement.

VAT value added tax or any equivalent tax chargeable in the UK and/or Singapore and any sales, use, excise or other tax chargeable in the United States of America or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses of and Schedules to this deed.
- 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 This deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 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.

2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Seller expressly acknowledges), the Seller hereby assigns to the Buyer absolutely with full title guarantee all its right, title and interest in and to the Owned Business Intellectual Property Rights, the Business Name and the Goodwill, including:

2.1.1 the absolute entitlement to the registration of the Trade Mark;

- 2.1.2 all goodwill attaching to the Trade Mark and to that part of the Business that relates to the goods or services in respect of which the Trade Mark is registered or used; and
- 2.1.3 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 arising from ownership, of any of the Owned Business Intellectual Property Rights whether occurring before, on, or after the date of this deed.

3. VAT

All payments made by the Buyer in respect of the Owned Business Intellectual Property Rights, the Business Name and the Goodwill are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Seller, the Buyer shall indemnify the Seller such amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply within 10 Business Days, provided that the Seller shall have delivered a valid VAT invoice in respect of such VAT to the Buyer.

4. FURTHER ASSURANCE

4.1 The Seller shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this deed, including:

4.1.1 countersigning any form(s) that the Buyer requires for the Buyer's registration of itself as proprietor of the Owned Business Intellectual Property Rights where applicable, and

4.1.2 providing reasonable assistance at the Buyer's expense in obtaining, defending and enforcing the Owned Business Intellectual Property Rights and the Goodwill, and assisting with any other proceedings which may be brought by or against the Buyer against or by any third party relating to the Owned Business Intellectual Property Rights and the Goodwill.

4.2 The Seller appoints the Buyer to be its attorney in its name and on its behalf to execute documents, use the Seller's name and do all things which are necessary or desirable for the Buyer to obtain for itself or its nominee the full benefit of this deed.

4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Seller's obligations under this deed and the proprietary interest of the Buyer in the Owned Business Intellectual Property Rights and the Goodwill and so long as such obligations of the Seller remain undischarged, or the Buyer has such interest, the power may not be revoked by the Seller, save with the consent of the Buyer.

5. VARIATION AND WAIVER

5.1 No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.2 A waiver of any right or remedy under this deed or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

5.3 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

5.4 No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy.

6. ENTIRE AGREEMENT

This deed (together with the documents referred to in it (including the Main Agreement) constitutes the entire agreement between the parties in relation to the Transaction and supersedes any previous agreement between the parties in respect of the same.

7. SEVERANCE

7.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this deed.

7.2 If any provision or part-provision of this deed is deemed deleted under clause 7.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. COUNTERPARTS

8.1 This deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

8.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) or by Adobe Sign or similar shall take effect as the transmission of an executed "wet-ink" counterpart of this deed.

8.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

9. THIRD PARTY RIGHTS

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. NOTICES

10.1 Any notice or other communication given to a party under or in connection with this deed shall be:

10.1.1 in writing and in English;

10.1.2 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
or

10.1.3 sent to the party for the attention of the contact at the email address listed in clause 10.2.

10.2 The email addresses for services of notices or other communication are:

10.2.1 Seller

(a) For the attention of: Teo Jia Jun Jayden

(b) Email address: freedomwebsolution@gmail.com

10.2.2 Buyer

- (a) For the attention of: Riccardo Bruni and Alastair Zucker
- (b) Email addresses: Riccardo@makesheroes.co and al@makeheroes.co

10.3 Any notice or communication shall be deemed to have been received:

10.3.1 if delivered by hand, at the time the notice is left at the proper address;

10.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

10.3.3 if sent by email at the time of transmission.

10.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. GOVERNING LAW

This deed 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.

12. 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 deed or its subject matter or formation.

IN WITNESS WHEREOF this document has been executed as a deed and delivered on the date first stated above.

SCHEDULE 1 - Owned Business Intellectual Property Rights

PART 1 – Domain name

The internet domain name <https://theraflowusa.com> which is associated with the Business.

PART 2 – Content which is hosted at the domain therflowusa.com

All content hosted at the domain therflowusa.com as of the date of this deed.

PART 3 - Trade Mark

REGISTERED TRADE MARK

Country or territory	Mark	Application or registration number	Date of filing or registration	Classes	Specification of goods or services
United States	THERAFLOW	5058305	February 19, 2016	IC - 010 US – 026, 039, 044.	Medical products, namely, therapeutic cushions; Orthotics for foot, namely foot wraps, foot splints, and foot supports; Back supports for medical purposes; Massage apparatus for massaging necks, backs, feet, legs, shoulders, head, and scalp; Supports for general medical use.

PART 4– Logos and product images of the Business

All logos and product images hosted at the domain therafLOWUSA.com and at the listings by the Business on Amazon as of the date of this deed, including those logos and product images that can be seen on clicking the “Products” tab at website hosted at the domain address.

PART 5- Instruction manuals and e-books of the Business

1. "Heal Your Feet With Massage" eBook
2. Foot reflexology chart
3. Infographic on foot massage remedies for common ailments
4. Other instruction manuals (if any) of products on sale at the domain therafLOWUSA.com as of the date of this deed


PART 6 – Content which is contained within the Business’s accounts with Zonmaster, MailChimp and Deliverr


1. Digital content stored with ZonMaster, an automated customer messaging system that is integrated with Amazon and sends messages within the Amazon platform.
2. Customer names and email addresses stored with MailChimp, an autoresponder software.
3. Digital content stored with Deliverr, an inventory storage service and inventory management software.

PART 7 – Customer Information

Customer names and email addresses stored with MailChimp, an autoresponder software.

EXECUTED as a deed by TEO JIA JUN JAYDEN in)
the presence of:)
)
)


.....(sign)

Witness signature: 
.....(sign)

Name: Zhang Huiyun

Address: 1 Fraser Street, 19-18, Singapore 189350

Occupation: Teacher

EXECUTED as a deed for and on behalf of KG)
PHYSIO LTD by RICCARDO BRUNI in the)
presence of:)
)

.....(sign)

Witness signature:

Name:

Address:

Occupation:


EXECUTED as a deed by TEO JIA JUN JAYDEN in)
the presence of:)
)(sign)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED as a deed for and on behalf of KG)
PHYSIO LTD by RICCARDO BRUNI in the)
presence of:) (sign)
)

Witness signature: 

Name: Maria Galofré Alos

Address: 32 wallace road

Occupation: Head of Branding