

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM668592

<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>
Mrs. Wordsmith Limited		03/05/2021	limited company (Ltd.): UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hatch House IP Limited		
<b>Street Address:</b>	Hatch House Farm		
<b>Internal Address:</b>	West Woodhay, Newbury		
<b>City:</b>	Berkshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	RG20 0BH		
<b>Entity Type:</b>	limited company (Ltd.): UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88125025	10,000 WORD JOURNEY	
<b>Serial Number:</b>	88467936	MRS WORDSMITH	
<b>Serial Number:</b>	86753724	MRS WORDSMITH	
<b>Serial Number:</b>	87608037	MRS WORDSMITH	
<b>Serial Number:</b>	88523473	SCOOTIES	
<b>Serial Number:</b>	88523461	SCOOTIES	
<b>Serial Number:</b>	88467947	STORYTELLER'S ILLUSTRATED DICTIONARY	
<b>Serial Number:</b>	88467952	W	
<b>Serial Number:</b>	88467956	W V	
<b>Serial Number:</b>	90097374	WORD TAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	720.937.6599		
<b>Email:</b>	steve@fourreasonslegal.com		
<b>Correspondent Name:</b>	Steve Zemanick		
<b>Address Line 1:</b>	8074 E 34th Ave		

OP \$265.00 88125025

**Address Line 4:** Denver, COLORADO 80238

**DOMESTIC REPRESENTATIVE**

**Name:** Steve Zemanick

**Address Line 1:** 8074 E 34th Ave

**Address Line 2:** Four Reasons Legal

**Address Line 4:** Denver, COLORADO 80238

**NAME OF SUBMITTER:** Steve Zemanick

**SIGNATURE:** /SAZ/

**DATE SIGNED:** 08/18/2021

**Total Attachments: 45**

source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page1.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page2.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page3.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page4.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page5.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page6.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page7.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page8.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page9.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page10.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page11.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page12.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page13.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page14.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page15.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page16.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page17.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page18.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page19.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page20.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page21.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page22.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page23.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page24.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page25.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page26.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page27.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page28.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page29.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page30.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page31.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page32.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page33.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page34.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page35.tif

source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page36.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page37.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page38.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page39.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page40.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page41.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page42.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page43.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page44.tif  
source=MWL-AMCSRLC-HHIPL Rectification Deed (04 08 21) FULLY EXECUTED#page45.tif

---

MRS WORDSMITH LIMITED (IN ADMINISTRATION)

AND

ANTHONY MALCOLM CORK AND STEPHEN ROBERT LESLIE CORK AS JOINT ADMINISTRATORS OF MRS WORDSMITH  
LIMITED (IN ADMINISTRATION)

AND

HATCH HOUSE IP LIMITED

DEED OF RECTIFICATION

---



**TRADEMARK**

**REEL: 007396 FRAME: 0162**

This deed is dated 4th August 2021

#### Parties

- (1) Mrs Wordsmith Limited (in administration), incorporated and registered in England and Wales with company number 09463252, whose registered office is c/o Cork Gully LLP, 6 Snow Hill, London, EC1A 2AY (**Mrs Wordsmith**).
- (2) Anthony Malcolm Cork and Stephen Robert Leslie Cork, both of Cork Gully LLP of 6 Snow Hill, London, EC1A 2AY, as joint administrators of Mrs Wordsmith (together, the **Administrators**).
- (3) Hatch House IP Limited, incorporated and registered in England and Wales with company number 12624413, whose registered office is at Hatch House Farm, West Woodhay, Newbury, Berkshire, RG20 0BH (**Hatch House**).

#### Background

- (A) This deed is supplemental and collateral to the Original Deed (as defined below).
- (B) There was an administrative error in the Original Deed in that the company number given for Hatch House in the Original Deed was incorrect.
- (C) The parties have agreed to rectify the Original Deed on the terms set out in this deed.
- (D) The Administrators have entered into this deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this deed.

#### Agreed terms

##### 1. Interpretation

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

##### 1.1 Definitions:

**Original Deed:** the deed of assignment of intellectual property rights (dated 5<sup>th</sup> March 2021) between Mrs Wordsmith, the Administrators and Hatch House, which was executed in counterparts (copies of which are included at Schedule 1).

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

1.3 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.

1.4 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.

## **2. Rectification of the Original Document**

2.1 The parties hereby:

- (a) confirm that the error in the company number given for Hatch House IP Limited in the Original Deed was purely administrative; and
- (b) agree that the Original Deed shall be read and construed as though the company number given therein for Hatch House IP Limited was 12624413 rather than 13207493.

2.2 The Original Deed shall remain fully effective and the terms of the Original Deed shall have effect as though the amendment made by clause 2.1(b) had been contained in the Original Deed with effect from 5<sup>th</sup> March 2021.

## **3. Administrators' liability**

3.1 The Administrators act as agents for Mrs Wordsmith and neither they nor their representatives shall incur any personal liability in any circumstances whatever by virtue of this deed, nor in relation to any related matter or claim nor in respect of any documents made pursuant to this deed.

3.2 The Administrators have entered into this deed in their personal capacities solely for the purpose of obtaining the benefit of the provisions in their favour.

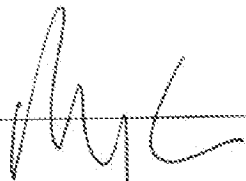

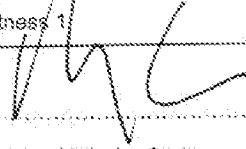
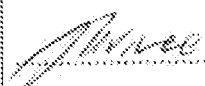
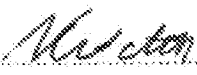
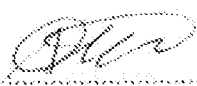
## **4. Governing law**

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.

## **5. 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.

This document has been executed as a deed, is deemed to take effect on the 5<sup>th</sup> March 2021 and is delivered on the date stated at the beginning of it.

<p>Executed as a deed by Mrs Wordsmith Limited (in administration), acting by Anthony Malcolm Cork (as its agent and without personal liability), in the presence of <u>Stephen Lane</u> (Witness 1) of <u>10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300</u></p>	<p> Administrator</p> <p> Witness 1</p>
<p>Executed as a deed by Anthony Malcolm Cork for and on behalf of the Administrators (without personal liability and solely for the purpose of obtaining the benefit of the provisions of this deed) in the presence of <u>Stephen Lane</u> (Witness 2) of <u>10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300</u></p>	<p> Anthony Malcolm Cork</p> <p> Witness 2</p>
<p>Executed as a deed by Hatch House IP Limited, acting by Nicholas Watson (a director), in the presence of <u>Adam Mansell</u> (Witness 3) of <u>Suffolk Road Rushcroft Road London SW2 1LF</u></p>	<p> Nicholas Watson</p> <p> Witness 3</p>

Schedule 1 Counterparts of the Original Deed

8



Dated

5 March

2021

**MRS WORDSMITH LIMITED (IN ADMINISTRATION)**

and

**ANTHONY MALCOLM CORK and STEPHEN ROBERT LESLIE CORK AS JOINT  
ADMINISTRATORS OF MRS WORDSMITH LIMITED (IN ADMINISTRATION)**

and

**HATCH HOUSE IP LIMITED**

---

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY  
RIGHTS**

---



[WWW.MARRIOTT-HARRISON.CO.UK](http://WWW.MARRIOTT-HARRISON.CO.UK)  
11 STAPLE INN, LONDON WC1V 7QH  
T +44 (0)20 7209 2000 F +44 (0)20 7209 2001  
DX 0001 LONDON CHANCERY LANE

**TRADEMARK  
REEL: 007396 FRAME: 0167**

## TABLE OF CONTENTS

1.	Interpretation .....	3
2.	Assignment .....	5
3.	VAT .....	6
4.	Further assurance .....	6
5.	Administrators' liability and status of claims .....	6
6.	Variation and waiver .....	6
7.	Entire agreement .....	7
8.	Severance .....	7
9.	Counterparts .....	7
10.	Third party rights .....	7
11.	Notices .....	8
12.	Governing law .....	9
13.	Jurisdiction .....	9
	Schedule 1 Owned Business Intellectual Property Rights .....	10
	Country or territory .....	11

**THIS DEED IS DATED** 5 March

**2021**

**BETWEEN**

- (1) **MRS WORDSMITH LIMITED (in Administration)** incorporated and registered in England and Wales with company number 09483252 whose registered office is at Unit 201, The Shepherds Building, Charecroft Way, London W14 0EE acting by the Administrators (the "**Seller**");
- (2) **ANTHONY MALCOLM CORK** and **STEPHEN ROBERT LESLIE CORK** as joint administrators of the Seller both of Cork Gully LLP of 6 Snow Hill, London EC1A 2AY (together the "**Administrators**"); and
- (3) **HATCH HOUSE IP LIMITED** incorporated and registered in England and Wales with company number 13207493 whose registered office is at Hatch House Farm, West Woodhay, Newbury, Berkshire RG20 0BH (the "**Buyer**").

**RECITALS**

- (A) By the Main Agreement, the Seller has agreed to assign such rights, title and interest as it has in and to the Owned Business Intellectual Property Rights to the Buyer on the terms set out in this deed.
- (B) The Administrators were appointed as joint administrators of the Seller on 5 March 2021 by the directors of the Seller under paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (C) The Administrators have entered into this deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this deed.

**IT IS HEREBY AGREED**

**1. Interpretation**

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"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, source codes, trade marks, business names and domain names, Source Codes, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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"** means an asset purchase agreement dated on or about the same date as this agreement between the Seller, the Administrators, Hatch House Games Limited and the Buyer.

**"Owned Business Intellectual Property Rights"** means Intellectual Property Rights owned by the Seller in, or in connection with, the Business, including but not limited to those Intellectual Property Rights set out in Schedule 1.

**"Source Codes"** means the source codes of all the modules and components comprised in the relevant computer software in humanreadable form and in such form that it can be compiled or interpreted into object code together with all tools, technical information and documentation (including all specifications, input and output formats, algorithms and file structures) that are necessary for the use, reproduction, modification, enhancement and compilation of such software or have been used for such purposes which are owned by the Seller and used in connection with the Business.

**"Trade Marks"** means the registered trade marks and the applications, and the unregistered trade marks and trade names owned by the Seller in, or in connection with, the Business, including but not limited to those set out in Schedule 1.

**"Transaction"** means the transaction contemplated under the Main Agreement.

**"VAT"** means value added tax.

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 Schedules form 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 Schedules.
- 1.5 References to clauses and Schedules are to the clauses of and Schedules to 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 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement 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 it is in force as at the date of this agreement.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made as at the date of this agreement under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 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 such rights, title and interest as it has in and to the Owned Business Intellectual Property Rights, including:
  - 2.1.1 the entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
  - 2.1.2 all goodwill attaching to the Trade Marks and to that part of the Business that relates to the goods or services for which the Trade Marks are 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 occurring or arising 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 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 increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Seller shall have delivered a valid VAT invoice in respect of such VAT to the Buyer.

**4. Further assurance**

4.1 At the Buyer's expense, the Seller shall, and shall use 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 deed, including:

4.1.1 registration of the Buyer as applicant or (as applicable) proprietor of the Owned Business Intellectual Property Rights; and

4.1.2 assisting the Buyer in obtaining, defending and enforcing such rights, title and interest as are to be assigned to the Owned Business Intellectual Property Rights pursuant to this deed.

**5. Administrators' liability and status of claims**

5.1 The Administrators act as agents for the Seller and neither they nor their representatives shall incur any personal liability in any circumstances whatever by virtue of this deed, nor in relation to any related matter or claim nor in respect of any documents made pursuant to this deed.

5.2 The Administrators have entered into this deed in their personal capacities solely for the purpose of obtaining the benefit of the provisions in their favour.

5.3 No sums due from the Administrators or the Seller arising directly or indirectly out of the terms of this deed shall be charged or payable as a cost or expense of the administration or otherwise payable under paragraph 99(3) or 99(4) of Schedule B1 to the Insolvency Act 1986, but shall rank (subject to that claim being allowed by law to rank as an unsecured claim) only as an unsecured claim against the Seller.

**6. Variation and waiver**

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

6.2 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.

- 6.3 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.
- 6.4 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.

**7. Entire agreement**

This agreement (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.

**8. Severance**

- 8.1 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.
- 8.2 If any provision or part-provision of this deed is deemed deleted under clause 8.1 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.

**9. Counterparts**

- 9.1 This agreement 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 agreement.
- 9.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by:

9.2.1 fax; or

9.2.2 email (in PDF, JPEG or other agreed format),

shall take effect as transmission of an executed "wet ink" counterpart of this deed. If either method of transmission is adopted, without prejudice to the validity of this agreement, each party shall on request provide the others with the "wet ink" hard copy original of their counterpart.

**10. Third party rights**

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

**11. Notices**

- 11.1 For the purposes of this clause 11, but subject to clause 11.7, notice includes any other communication.
- 11.2 A notice given to a party under or in connection with this deed:
- 11.2.1 shall be in writing and in English;
  - 11.2.2 shall be signed by or on behalf of the party giving it;
  - 11.2.3 shall be sent to the party for the attention of the contact and at the address listed in clause 11.3, or such other address as that party may notify in accordance with clause 11.3.1;
  - 11.2.4 shall be:
    - (a) delivered by hand; or
    - (b) sent by pre-paid first class post or other next working day delivery service; and
  - 11.2.5 unless proven otherwise is deemed received as set out in clause 11.5 if prepared and sent in accordance with this clause.
- 11.3 The addresses for services of notices are:
- 11.3.1 The Seller and/or the Administrators  
  
Address: Cork Gully LLP, 6 Snow Hill, London EC1A 2AY  
  
For the attention of: Anthony Cork
  - 11.3.2 The Buyer  
  
Address: Hatch House Farm, West Woodhay, Newbury, Berkshire RG20 0BH  
  
For the attention of: Pierre Lagrange
- 11.4 A party may change its details given in clause 11.3 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:
- 11.4.1 the date (if any) specified in the notice as the effective date for the change; or
  - 11.4.2 the date five Business Days after deemed receipt of the notice.



- 11.5 This clause 11.5 sets out the delivery methods for sending a notice to a party under this deed and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provisions in clause 11.6):
- 11.5.1 if delivered by hand, at a time the notice is left at the address; or
- 11.5.2 if sent by pre-paid first class post or other next working day delivery services at 9.00am on the second Business Day after posting;
- 11.6 If deemed receipt under clause 11.5 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 11.6 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.7 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.
- 11.8 A notice given under or in connection with this deed is not valid if sent by email.

**12. 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.

**13. 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 and delivered as a deed on the date first stated above.

**Schedule 1**  
**Owned Business Intellectual Property Rights**







Country or territory	Mark	Application registration number	or	Date registration	of
EUTM	<b>10,000 WORD JOURNEY</b>	017584244		19 Jul 2018	
United Kingdom	<b>10,000 WORD JOURNEY</b>	00917584244		19 Jul 2018	
United States of America	<b>10,000 WORD JOURNEY</b>	5900532 / 88125025		5 Nov 2019	
United Kingdom	<b>BARKSY</b>	00003438775		17 Jan 2020	
United Kingdom	<b>ENGLISH IS BRITAIN'S GREATEST EXPORT</b>	00003154942		29 Jul 2016	
EUTM	<b>EPIC WORD ADVENTURE</b>	018042621		19 Nov 2019	
United Kingdom	<b>EPIC WORD ADVENTURE</b>	00918042621		19 Nov 2019	
China	<b>EPIC WORD ADVENTURE</b>	40123042		21 Jun 2020	
China	<b>EPIC WORD ADVENTURE and Design</b>	40123043		Pending	
China	<b>EPIC WORD ADVENTURE and Design</b>	40123044		Pending	
China	<b>EPIC WORD ADVENTURE</b>	40123045		28 Aug 2020	
China	<b>EPIC WORD ADVENTURE</b>	40123046		28 Aug 2020	
China	<b>EPIC WORD ADVENTURE and Design</b>	40123047		Pending	

China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123048	28 Aug 2020
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123049	14 May 2020
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123050	Pending
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123051	28 Aug 2020
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123052	7 Dec 2020
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123053	Pending
Australia	<b>FOOLPROOF READING</b>	1570773 2148888	/ Pending
Canada	<b>FOOLPROOF READING</b>	1570773 2077259	/ Pending
China	<b>FOOLPROOF READING</b>	1570773	Pending
EUTM	<b>FOOLPROOF READING</b>	1570773	Pending
Hong Kong	<b>FOOLPROOF READING</b>	305379346	Pending
India	<b>FOOLPROOF READING</b>	1570773 (4829384)	Pending
Japan	<b>FOOLPROOF READING</b>	1570773	Pending
New Zealand	<b>FOOLPROOF READING</b>	1570773 1168607	/ Pending
Republic of Korea (South)	<b>FOOLPROOF READING</b>	1570773	Pending
Singapore	<b>FOOLPROOF READING</b>	1570773 40202101385B	/ Pending

United Kingdom	<b>FOOLPROOF READING</b>	00003471665	9 August 2020
WIPO	<b>FOOLPROOF READING</b>	1570773	2 September 2020
United States of America	<b>FOOLPROOF READING</b>	90097417	Pending
Australia	<b>MRS WORDSMITH</b>	1493417 (2085056)	Pending
Canada	<b>MRS WORDSMITH</b>	1493417 (2025518)	Pending
China	<b>MRS WORDSMITH</b>	1493417	27 Mar 2019
EUTM	<b>MRS WORDSMITH</b>	014547641	1 Feb 2016
EUTM	<b>MRS WORDSMITH</b>	017203084	16 Apr 2018
EUTM	<b>MRS WORDSMITH</b>	017983448	1 May 2019
Hong Kong	<b>MRS WORDSMITH</b>	305252058	23 Sep 2020
India	<b>MRS WORDSMITH</b>	1493417 (4329746)	Pending
Japan	<b>MRS WORDSMITH</b>	1493417	Pending
New Zealand	<b>MRS WORDSMITH</b>	1493417 (1146365)	Pending
Republic of Korea (South)	<b>MRS WORDSMITH</b>	1493417	Pending

Singapore	<b>MRS WORDSMITH</b>	1493417 / 40202008968X	Pending
United Kingdom	<b>MRS WORDSMITH</b>	00003098981	7 Aug 2015
United Kingdom	<b>MRS WORDSMITH</b>	00914547641	1 Feb 2016
United Kingdom	<b>MRS WORDSMITH</b>	00917203084	16 Apr 2018
United Kingdom	<b>MRS WORDSMITH</b>	0917983448	1 May 2019
WIPO	<b>MRS WORDSMITH</b>	1493417	27 Mar 2019
United States of America	<b>MRS WORDSMITH</b>	88467936	Pending
United States of America	<b>MRS WORDSMITH</b>	5314534	24 Oct 2017
United States of America	<b>MRS WORDSMITH</b>	5688610	5 Mar 2019
EUTM	<b>MY EPIC LIFE</b>	018139024	23 Mar 2020
United Kingdom	<b>MY EPIC LIFE</b>	00918139024	23 Mar 2020
China	<b>SCOOTIES</b>	1491400	27 Mar 2019
China	<b>SCOOTIES</b>	39801437	14 May 2020
China	<b>SCOOTIES</b>	39801438	14 May 2020
China	<b>SCOOTIES</b>	39801439	21 Mar 2020
China	<b>SCOOTIES</b>	39801440	21 Aug 2020
China	<b>SCOOTIES</b>	39801441	14 May 2020

China	<b>SCOOTIES</b>	39801457	14 May 2020
China	<b>SCOOTIES</b>	39801458	14 May 2020
China	<b>SCOOTIES</b>	39801459	14 May 2020
China	<b>SCOOTIES</b>	39801460	14 May 2020
China	<b>SCOOTIES</b>	39801461	14 May 2020
China	<b>SCOOTIES</b>	39801462	14 May 2020
China	<b>SCOOTIES</b>	39801463	14 May 2020
EUTM	<b>SCOOTIES</b>	018012766	27 Sep 2019
India	<b>SCOOTIES</b>	1491400	27 Mar 2019
Japan	<b>SCOOTIES</b>	1491400	27 Mar 2019
United Kingdom	<b>SCOOTIES</b>	00918012766	27 Sep 2019
WIPO	<b>SCOOTIES</b>	1491400	27 Mar 2019
United States of America	<b>SCOOTIES</b>	6045750 / 88523461	5 May 2020
United States of	<b>SCOOTIES</b>	6040919 /	28 Apr 2020

America		88523473	
EUTM	<b>SEE IT! STICK IT!</b>	018139025	7 Mar 2020
United Kingdom	<b>SEE IT! STICK IT!</b>	00918139025	7 Mar 2020
EUTM	<b>STORYTELLER'S EPIC</b>	018139028	7 Mar 2020
United Kingdom	<b>STORYTELLER'S EPIC</b>	00918139028	7 Mar 2020
EUTM	<b>STORYTELLER'S ILLUSTRATED DICTIONARY</b>	017983461	18 May 2019
United Kingdom	<b>STORYTELLER'S ILLUSTRATED DICTIONARY</b>	UK00917983461	18 May 2019
United States of America	<b>STORYTELLER'S ILLUSTRATED DICTIONARY</b>	88467947	Pending
EUTM	<b>W</b> 	017983443	21 May 2019
United Kingdom	<b>W</b> 	00917983443	21 May 2019
United States of America	<b>W</b> 	6098961 / 88467952	14 Jul 2020
EUTM	<b>W WITH HAIR</b> 	017982588	18 May 2019
United Kingdom	<b>W WITH HAIR</b> 	00917982588	18 May 2019
United States of America	<b>W WITH HAIR</b> 	6040718 / 88467956	28 Apr 2020



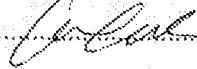
Australia	<b>WORD TAG</b>	2122447	Pending
Denmark	<b>WORD TAG</b>	VA 2020 02301	Pending
United Kingdom	<b>WORD TAG</b>	00003468862	Pending
United States of America	<b>WORD TAG</b>	90097374	Pending
United Kingdom	<b>WORD TAG EPIC ADVENTURE GAME</b>	3530985	1 Jan 2021
United Kingdom	<b>WORDFLIX</b>	00003354547	8 Feb 2019
China		40123054	7 Nov 2020
China	<u>单词超人 and Design</u>	40123055	Pending
China	<u>单词超人 and Design</u>	40123056	Pending
China	<u>单词超人</u> 	40123057	7 Nov 2020
China	<u>单词超人 and Design</u>	40123058	Pending
China	 <u>单词超人</u>	40123059	7 Nov 2020

China	 <u>单词超人</u>	40123060	7 Nov 2020
China	 <u>单词超人</u>	40123061	7 Nov 2020
China	 <u>单词超人</u>	40123062	7 Nov 2020
China	<u>单词超人</u>	40123063	7 Nov 2020
China	<u>单词超人 and Design</u>	40123064	Pending
China	<u>单词超人 and Design</u>	40123065	Pending

Executed as a deed by **ANTHONY MALCOLM CORK** for and on behalf of **MRS WORDSMITH LIMITED (IN ADMINISTRATION)** as its agent and without personal liability, in the presence of:

  
.....  
Administrator

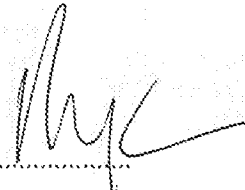
Signature of witness

  
.....  
Name of witness (BLOCK CAPITALS)  
CLAIRE CORK.....

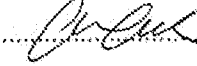
Address 47 BALTIMORE HOUSE  
LONDON SW18 1TS  
.....

Occupation CHARTERED  
ACCOUNTANT

Executed as a deed by **ANTHONY MALCOLM CORK** for and on behalf of the Administrators without personal liability and solely for the purpose of obtaining the benefit of the provisions of this deed, in the presence of:

  
.....  
Anthony Malcolm Cork

Signature of witness

  
.....  
Name of witness (BLOCK CAPITALS)  
CLAIRE CORK.....

Address 47 BALTIMORE HOUSE  
LONDON SW18 1TS  
.....

Occupation CHARTERED  
ACCOUNTANT

Executed as a deed by **PIERRE LAGRANGE**  
for and on behalf of **HATCH HOUSE IP**  
**LIMITED** in the presence of:

.....

Pierre Lagrange

Signature of witness

.....

Name of witness (BLOCK CAPITALS)

.....

Address.....

.....

.....

Occupation.....

Dated

5 March

2021

**MRS WORDSMITH LIMITED (IN ADMINISTRATION)**

and

**ANTHONY MALCOLM CORK and STEPHEN ROBERT LESLIE CORK AS JOINT  
ADMINISTRATORS OF MRS WORDSMITH LIMITED (IN ADMINISTRATION)**

and

**HATCH HOUSE IP LIMITED**

---

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY  
RIGHTS**

---



[WWW.MARRIOTT-HARRISON.CO.UK](http://WWW.MARRIOTT-HARRISON.CO.UK)  
11 STAPLE INN, LONDON WC1V 7QH  
T +44 (0)20 7209 2000 F +44 (0)20 7209 2001  
DX 0001 LONDON CHANCERY LANE

**TRADEMARK  
REEL: 007396 FRAME: 0187**

## TABLE OF CONTENTS

1.	Interpretation .....	3
2.	Assignment .....	5
3.	VAT .....	6
4.	Further assurance .....	6
5.	Administrators' liability and status of claims .....	6
6.	Variation and waiver .....	6
7.	Entire agreement .....	7
8.	Severance .....	7
9.	Counterparts .....	7
10.	Third party rights .....	7
11.	Notices .....	8
12.	Governing law .....	9
13.	Jurisdiction .....	9
	Schedule 1 Owned Business Intellectual Property Rights .....	10
	Country or territory .....	11

**THIS DEED IS DATED**

5 March

**2021**

**BETWEEN**

- (1) **MRS WORDSMITH LIMITED (in Administration)** incorporated and registered in England and Wales with company number 09483252 whose registered office is at Unit 201, The Shepherds Building, Charecroft Way, London W14 0EE acting by the Administrators (the "**Seller**");
- (2) **ANTHONY MALCOLM CORK** and **STEPHEN ROBERT LESLIE CORK** as joint administrators of the Seller both of Cork Gully LLP of 6 Snow Hill, London EC1A 2AY (together the "**Administrators**"); and
- (3) **HATCH HOUSE IP LIMITED** incorporated and registered in England and Wales with company number 13207493 whose registered office is at Hatch House Farm, West Woodhay, Newbury, Berkshire RG20 0BH (the "**Buyer**").

**RECITALS**

- (A) By the Main Agreement, the Seller has agreed to assign such rights, title and interest as it has in and to the Owned Business Intellectual Property Rights to the Buyer on the terms set out in this deed.
- (B) The Administrators were appointed as joint administrators of the Seller on 5 March 2021 by the directors of the Seller under paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (C) The Administrators have entered into this deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this deed.

**IT IS HEREBY AGREED**

**1. Interpretation**

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"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, source codes, trade marks, business names and domain names, Source Codes, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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"** means an asset purchase agreement dated on or about the same date as this agreement between the Seller, the Administrators, Hatch House Games Limited and the Buyer.

**"Owned Business Intellectual Property Rights"** means Intellectual Property Rights owned by the Seller in, or in connection with, the Business, including but not limited to those Intellectual Property Rights set out in Schedule 1.

**"Source Codes"** means the source codes of all the modules and components comprised in the relevant computer software in humanreadable form and in such form that it can be compiled or interpreted into object code together with all tools, technical information and documentation (including all specifications, input and output formats, algorithms and file structures) that are necessary for the use, reproduction, modification, enhancement and compilation of such software or have been used for such purposes which are owned by the Seller and used in connection with the Business.

**"Trade Marks"** means the registered trade marks and the applications, and the unregistered trade marks and trade names owned by the Seller in, or in connection with, the Business, including but not limited to those set out in Schedule 1.

**"Transaction"** means the transaction contemplated under the Main Agreement.

**"VAT"** means value added tax.

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 Schedules form 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 Schedules.
- 1.5 References to clauses and Schedules are to the clauses of and Schedules to 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 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement 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 it is in force as at the date of this agreement.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made as at the date of this agreement under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 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 such rights, title and interest as it has in and to the Owned Business Intellectual Property Rights, including:
  - 2.1.1 the entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
  - 2.1.2 all goodwill attaching to the Trade Marks and to that part of the Business that relates to the goods or services for which the Trade Marks are 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 occurring or arising 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 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 increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Seller shall have delivered a valid VAT invoice in respect of such VAT to the Buyer.

**4. Further assurance**

4.1 At the Buyer's expense, the Seller shall, and shall use 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 deed, including:

4.1.1 registration of the Buyer as applicant or (as applicable) proprietor of the Owned Business Intellectual Property Rights; and

4.1.2 assisting the Buyer in obtaining, defending and enforcing such rights, title and interest as are to be assigned to the Owned Business Intellectual Property Rights pursuant to this deed.

**5. Administrators' liability and status of claims**

5.1 The Administrators act as agents for the Seller and neither they nor their representatives shall incur any personal liability in any circumstances whatever by virtue of this deed, nor in relation to any related matter or claim nor in respect of any documents made pursuant to this deed.

5.2 The Administrators have entered into this deed in their personal capacities solely for the purpose of obtaining the benefit of the provisions in their favour.

5.3 No sums due from the Administrators or the Seller arising directly or indirectly out of the terms of this deed shall be charged or payable as a cost or expense of the administration or otherwise payable under paragraph 99(3) or 99(4) of Schedule B1 to the Insolvency Act 1986, but shall rank (subject to that claim being allowed by law to rank as an unsecured claim) only as an unsecured claim against the Seller.

**6. Variation and waiver**

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

6.2 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.

- 6.3 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.
- 6.4 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.

**7. Entire agreement**

This agreement (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.

**8. Severance**

- 8.1 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.
- 8.2 If any provision or part-provision of this deed is deemed deleted under clause 8.1 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.

**9. Counterparts**

- 9.1 This agreement 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 agreement.
- 9.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by:

9.2.1 fax; or

9.2.2 email (in PDF, JPEG or other agreed format),

shall take effect as transmission of an executed "wet ink" counterpart of this deed. If either method of transmission is adopted, without prejudice to the validity of this agreement, each party shall on request provide the others with the "wet ink" hard copy original of their counterpart.

**10. Third party rights**

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

**11. Notices**

11.1 For the purposes of this clause 11, but subject to clause 11.7, notice includes any other communication.

11.2 A notice given to a party under or in connection with this deed:

11.2.1 shall be in writing and in English;

11.2.2 shall be signed by or on behalf of the party giving it;

11.2.3 shall be sent to the party for the attention of the contact and at the address listed in clause 11.3, or such other address as that party may notify in accordance with clause 11.3.1;

11.2.4 shall be:

(a) delivered by hand; or

(b) sent by pre-paid first class post or other next working day delivery service; and

11.2.5 unless proven otherwise is deemed received as set out in clause 11.5 if prepared and sent in accordance with this clause.

11.3 The addresses for services of notices are:

11.3.1 The Seller and/or the Administrators

Address: Cork Gully LLP, 6 Snow Hill, London EC1A 2AY

For the attention of: Anthony Cork

11.3.2 The Buyer

Address: Hatch House Farm, West Woodhay, Newbury, Berkshire RG20 0BH

For the attention of: Pierre Lagrange

11.4 A party may change its details given in clause 11.3 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

11.4.1 the date (if any) specified in the notice as the effective date for the change; or

11.4.2 the date five Business Days after deemed receipt of the notice.

- 11.5 This clause 11.5 sets out the delivery methods for sending a notice to a party under this deed and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provisions in clause 11.6):
- 11.5.1 if delivered by hand, at a time the notice is left at the address; or
- 11.5.2 if sent by pre-paid first class post or other next working day delivery services at 9.00am on the second Business Day after posting;
- 11.6 If deemed receipt under clause 11.5 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 11.6 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.7 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.
- 11.8 A notice given under or in connection with this deed is not valid if sent by email.

**12. 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.

**13. 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 and delivered as a deed on the date first stated above.

**Schedule 1**  
**Owned Business Intellectual Property Rights**

Country or territory	Mark	Application registration number	or	Date registration	of
EUTM	<b>10,000 WORD JOURNEY</b>	017584244		19 Jul 2018	
United Kingdom	<b>10,000 WORD JOURNEY</b>	00917584244		19 Jul 2018	
United States of America	<b>10,000 WORD JOURNEY</b>	5900532 / 88125025		5 Nov 2019	
United Kingdom	<b>BARKSY</b>	00003438775		17 Jan 2020	
United Kingdom	<b>ENGLISH IS BRITAIN'S GREATEST EXPORT</b>	00003154942		29 Jul 2016	
EUTM	<b>EPIC WORD ADVENTURE</b>	018042621		19 Nov 2019	
United Kingdom	<b>EPIC WORD ADVENTURE</b>	00918042621		19 Nov 2019	
China	<b>EPIC WORD ADVENTURE</b>	40123042		21 Jun 2020	
China	<b>EPIC WORD ADVENTURE and Design</b>	40123043		Pending	
China	<b>EPIC WORD ADVENTURE and Design</b>	40123044		Pending	
China	<b>EPIC WORD ADVENTURE</b>	40123045		28 Aug 2020	
China	<b>EPIC WORD ADVENTURE</b>	40123046		28 Aug 2020	
China	<b>EPIC WORD ADVENTURE and Design</b>	40123047		Pending	







China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123048	28 Aug 2020
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123049	14 May 2020
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123050	Pending
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123051	28 Aug 2020
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123052	7 Dec 2020
China	<b>EPIC ADVENTURE</b> <b>WORD</b>	40123053	Pending
Australia	<b>FOOLPROOF READING</b>	1570773 2148888	/ Pending
Canada	<b>FOOLPROOF READING</b>	1570773 2077259	/ Pending
China	<b>FOOLPROOF READING</b>	1570773	Pending
EUTM	<b>FOOLPROOF READING</b>	1570773	Pending
Hong Kong	<b>FOOLPROOF READING</b>	305379346	Pending
India	<b>FOOLPROOF READING</b>	1570773 (4829384)	Pending
Japan	<b>FOOLPROOF READING</b>	1570773	Pending
New Zealand	<b>FOOLPROOF READING</b>	1570773 1168607	/ Pending
Republic of Korea (South)	<b>FOOLPROOF READING</b>	1570773	Pending
Singapore	<b>FOOLPROOF READING</b>	1570773 40202101385B	/ Pending



United Kingdom	<b>FOOLPROOF READING</b>	00003471665	9 August 2020
WIPO	<b>FOOLPROOF READING</b>	1570773	2 September 2020
United States of America	<b>FOOLPROOF READING</b>	90097417	Pending
Australia	<b>MRS WORDSMITH</b>	1493417 (2085056)	Pending
Canada	<b>MRS WORDSMITH</b>	1493417 (2025518)	Pending
China	<b>MRS WORDSMITH</b>	1493417	27 Mar 2019
EUTM	<b>MRS WORDSMITH</b>	014547641	1 Feb 2016
EUTM	<b>MRS WORDSMITH</b>	017203084	16 Apr 2018
EUTM	<b>MRS WORDSMITH</b>	017983448	1 May 2019
Hong Kong	<b>MRS WORDSMITH</b>	305252058	23 Sep 2020
India	<b>MRS WORDSMITH</b>	1493417 (4329746)	Pending
Japan	<b>MRS WORDSMITH</b>	1493417	Pending
New Zealand	<b>MRS WORDSMITH</b>	1493417 (1146365)	Pending
Republic of Korea (South)	<b>MRS WORDSMITH</b>	1493417	Pending

Singapore	<b>MRS WORDSMITH</b>	1493417 / 40202008968X	Pending
United Kingdom	<b>MRS WORDSMITH</b>	00003098981	7 Aug 2015
United Kingdom	<b>MRS WORDSMITH</b>	00914547641	1 Feb 2016
United Kingdom	<b>MRS WORDSMITH</b>	00917203084	16 Apr 2018
United Kingdom	<b>MRS WORDSMITH</b>	0917983448	1 May 2019
WIPO	<b>MRS WORDSMITH</b>	1493417	27 Mar 2019
United States of America	<b>MRS WORDSMITH</b>	88467936	Pending
United States of America	<b>MRS WORDSMITH</b>	5314534	24 Oct 2017
United States of America	<b>MRS WORDSMITH</b>	5688610	5 Mar 2019
EUTM	<b>MY EPIC LIFE</b>	018139024	23 Mar 2020
United Kingdom	<b>MY EPIC LIFE</b>	00918139024	23 Mar 2020
China	<b>SCOOTIES</b>	1491400	27 Mar 2019
China	<b>SCOOTIES</b>	39801437	14 May 2020
China	<b>SCOOTIES</b>	39801438	14 May 2020
China	<b>SCOOTIES</b>	39801439	21 Mar 2020
China	<b>SCOOTIES</b>	39801440	21 Aug 2020
China	<b>SCOOTIES</b>	39801441	14 May 2020

China	<b>SCOOTIES</b>	39801457	14 May 2020
China	<b>SCOOTIES</b>	39801458	14 May 2020
China	<b>SCOOTIES</b>	39801459	14 May 2020
China	<b>SCOOTIES</b>	39801460	14 May 2020
China	<b>SCOOTIES</b>	39801461	14 May 2020
China	<b>SCOOTIES</b>	39801462	14 May 2020
China	<b>SCOOTIES</b>	39801463	14 May 2020
EUTM	<b>SCOOTIES</b>	018012766	27 Sep 2019
India	<b>SCOOTIES</b>	1491400	27 Mar 2019
Japan	<b>SCOOTIES</b>	1491400	27 Mar 2019
United Kingdom	<b>SCOOTIES</b>	00918012766	27 Sep 2019
WIPO	<b>SCOOTIES</b>	1491400	27 Mar 2019
United States of America	<b>SCOOTIES</b>	6045750 / 88523461	5 May 2020
United States of	<b>SCOOTIES</b>	6040919 /	28 Apr 2020

America		88523473	
EUTM	<b>SEE IT! STICK IT!</b>	018139025	7 Mar 2020
United Kingdom	<b>SEE IT! STICK IT!</b>	00918139025	7 Mar 2020
EUTM	<b>STORYTELLER'S EPIC</b>	018139028	7 Mar 2020
United Kingdom	<b>STORYTELLER'S EPIC</b>	00918139028	7 Mar 2020
EUTM	<b>STORYTELLER'S ILLUSTRATED DICTIONARY</b>	017983461	18 May 2019
United Kingdom	<b>STORYTELLER'S ILLUSTRATED DICTIONARY</b>	UK00917983461	18 May 2019
United States of America	<b>STORYTELLER'S ILLUSTRATED DICTIONARY</b>	88467947	Pending
EUTM	<b>W</b> 	017983443	21 May 2019
United Kingdom	<b>W</b> 	00917983443	21 May 2019
United States of America	<b>W</b> 	6098961 / 88467952	14 Jul 2020
EUTM	<b>W WITH HAIR</b> 	017982588	18 May 2019
United Kingdom	<b>W WITH HAIR</b> 	00917982588	18 May 2019
United States of America	<b>W WITH HAIR</b> 	6040718 / 88467956	28 Apr 2020

Australia	<b>WORD TAG</b>	2122447	Pending
Denmark	<b>WORD TAG</b>	VA 2020 02301	Pending
United Kingdom	<b>WORD TAG</b>	00003468862	Pending
United States of America	<b>WORD TAG</b>	90097374	Pending
United Kingdom	<b>WORD TAG EPIC ADVENTURE GAME</b>	3530985	1 Jan 2021
United Kingdom	<b>WORDFLIX</b>	00003354547	8 Feb 2019
China		40123054	7 Nov 2020
China	<u>单词超人 and Design</u>	40123055	Pending
China	<u>单词超人 and Design</u>	40123056	Pending
China	<u>单词超人</u> 	40123057	7 Nov 2020
China	<u>单词超人 and Design</u>	40123058	Pending
China	 <u>单词超人</u>	40123059	7 Nov 2020

China		40123060	7 Nov 2020
China		40123061	7 Nov 2020
China		40123062	7 Nov 2020
China	<u>单词超人</u>	40123063	7 Nov 2020
China	<u>单词超人 and Design</u>	40123064	Pending
China	<u>单词超人 and Design</u>	40123065	Pending

Executed as a deed by **ANTHONY MALCOLM CORK** for and on behalf of **MRS WORDSMITH LIMITED (IN ADMINISTRATION)** as its agent and without personal liability, in the presence of:

.....  
Administrator

Signature of witness

.....

Name of witness (BLOCK CAPITALS)  
KEVIN WOODS

.....

Address.....

.....

.....

Occupation.....

Executed as a deed by **ANTHONY MALCOLM CORK** for and on behalf of the Administrators without personal liability and solely for the purpose of obtaining the benefit of the provisions of this deed, in the presence of:

.....  
Anthony Malcolm Cork

Signature of witness

.....

Name of witness (BLOCK CAPITALS)

.....

Address.....

.....

.....

Occupation.....

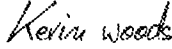
Executed as a deed by **PIERRE LAGRANGE**  
for and on behalf of **HATCH HOUSE IP**  
**LIMITED** in the presence of:

.....

Pierre Lagrange



Signature of witness



Name of witness (BLOCK CAPITALS)  
KEVIN WOODS

Address..... Lovell Village,.....  
Mustique, St Vincent  
.....and the Grenadines

Butler  
Occupation.....