

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMMANUEL ERIBO		09/24/2021	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	WILD LOCI LTD		
Street Address:	20-22 Wenlock Road		
City:	London		
State/Country:	ENGLAND		
Postal Code:	N1 7GU		
Entity Type:	Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90706839	LØCI	
Serial Number:	90706843		
CORRESPONDENCE DATA			
Fax Number:	4158825400		
<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:	4154207751		
Email:	jbegler@nvlawllp.com		
Correspondent Name:	Jay Begler		
Address Line 1:	90 New Montgomery Street, Ninth Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Jay Begler		
SIGNATURE:	/Jay Begler/		
DATE SIGNED:	10/22/2021		
Total Attachments: 10			
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IP ASSIGNMENT DEED

This deed is dated September 24, 2021

Parties

- (1) **EMMANUEL ERIBO** of 20-22 Wenlock Road, London N1 7GU (**Assignor**)
- (2) **WILD LOCI LTD** (company number 13226584), a company incorporated under the laws of England and Wales whose registered office is 20-22 Wenlock Road, London, N1 7GU (**Assignee**).

BACKGROUND

- (A) The Assignor is the owner of the Business Intellectual Property Rights.
- (B) The Assignor has agreed to assign to the Assignee the Business Intellectual Property Rights on the terms set out in this agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Business: means the design and manufacture of LOCI branded vegan footwear.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Names: Wild Loc, Lociwear and LOCI.

Domain Names: the domain names and domain name applications, short particulars of which are set out in Part 1 of Schedule 1.

Goodwill: the goodwill of the Assignor in relation to the Business including the benefit and advantage of the good name, reputation, and connection of the Business, the exclusive right for the Assignee to carry on the Business under Business Names (and all other names associated with the Business) and to represent itself as carrying on the Business in succession to the Assignor.

Intellectual Property Rights: patents, rights to inventions, copyright 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.

Business Intellectual Property Rights: means all Intellectual Property Rights owned, used or exploited by the Assignor in connection with the Business and including those Intellectual Property Rights set out in Schedule 1.

Trade Marks: the registered trade marks and the applications and the unregistered trade marks and trade names short particulars of which are set out in Part 2 of Schedule 1.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule. References to clauses and Schedules are to the clauses of and Schedules to this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 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.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 A reference to **writing** or **written** includes email.
- 1.9 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**

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges) the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Business Intellectual Property Rights and the Goodwill, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) the absolute entitlement, ownership and control of the Domain Names;
- (c) 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
- (d) 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 Business Intellectual Property Rights whether occurring before, on, or after the date of this agreement.

The Assignor waives absolutely his moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Business Intellectual Property Rights and, so far as is legally possible, any broadly equivalent rights the Assignor may have in any territory of the world.

3. Domain Names Transfer procedure

3.1 The Assignor shall promptly, following execution of this Deed (and, in any event, in accordance with any time limits imposed by relevant domain name registries and registrars), complete all such formalities, including:

- (a) the provision of online domain name account details and passwords;
- (b) the selection and completion of relevant change of registrant and administrative contact functions within such domain name accounts;
- (c) the provision of email or other online notice or confirmation notifying the registrar of the domain name transfer;
- (d) the changing of webhosts; and
- (e) the execution of all documents, papers, forms and authorisations,

as are necessary to perfect the transfer of the Domain Names by registering them in the Assignee's name and, if requested by the Assignee, changing registrars and webhosts.

3.2 The Assignor shall promptly take whatever steps the Assignee reasonably requests to give the Assignee control of the Domain Names.

3.3 The Assignor shall bear the costs arising from the transfer of ownership and control and recordal of the Domain Names.

4. Further assurance

4.1 At its own expense the Assignor shall, and shall use all reasonable endeavors 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 agreement, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Business Intellectual Property Rights; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Business Intellectual Property Rights and the Goodwill, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Business Intellectual Property Rights and the Goodwill.

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

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

4.4 Without prejudice to clause 4.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this agreement requires the Assignor to take;
- (b) exercise any rights which this agreement gives to the Assignor; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

4.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

5. Variation and waiver

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

6. Entire agreement

This 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

If any provision or part-provision of this agreement 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 agreement. If any provision or part-provision of this agreement is deemed deleted under this clause 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

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. 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 agreement.

10. Governing law

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

11. Jurisdiction

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.









Schedule 1 Business Intellectual Property Rights














Part 1 Domain Names











- (a) lociwear.com, wildloci.com, locibags.com, LØCI.com, lociwear.de, lociwear.es, lociwear.fr, lociwear.cn
- (b) Any and all domain names which the Assignor is in the process of acquiring at the date of this deed.


Part 2 Trade Marks

1. Registered trade marks and applications

Country	Mark	Application No.	Registration No.	International Classes
Australia		IR/1610761	IR/1610761	18,25
Australia		IR/1615295	IR/1615295	18,25
Canada		IR/1610761	IR/1610761	18,25
Canada		IR/1615295	IR/1615295	18,25
China		IR/1610761	IR/1610761	18,25
China		IR/1615295	IR/1615295	18,25
European Union Trade Mark	LOCI [WORD]	17994850	17994850	18
European Union Trade Mark		18248099	18248099	25
European Union Trade Mark		IR/1610761	IR/1610761	18,25

Country	Mark	Application No.	Registration No.	International Classes
European Union Trade Mark		IR/1615295	IR/1615295	18,25
India		IR/1610761	IR/1610761	18,25
India		IR/1615295	IR/1615295	18,25
International		IR/1610761	IR/1610761	18,25
International		IR/1615295	IR/1615295	18,25
Japan		IR/1610761	IR/1610761	18,25
Japan		IR/1615295	IR/1615295	18,25
Mexico		IR/1610761	IR/1610761	18,25
Mexico		IR/1615295	IR/1615295	18,25
New Zealand		IR/1610761	IR/1610761	18,25
New Zealand		IR/1615295	IR/1615295	18,25
South Korea		IR/1610761	IR/1610761	18,25
South Korea		IR/1615295	IR/1615295	18,25
United Kingdom	LØCI	UK00918248099	UK00918248099	25

Country	Mark	Application No.	Registration No.	International Classes
United Kingdom	LOCI [WORD]	UK00917994850	UK00917994850	18
United Kingdom		3496453	3496453	25
United Kingdom		3645240		18
United Kingdom		3347987	3347987	18
United Kingdom		3620358	3620358	25
United Kingdom		3645242		18
United Kingdom		3675465		18,25
United States of America		90706843		25
United States of America	LØCI	90706839		25
United States of America		IR/1610761	IR/1610761	18,25
United States of America		IR/1615295	IR/1615295	18,25
Vietnam		IR/1610761	IR/1610761	18,25

Country	Mark	Application No.	Registration No.	International Classes
Vietnam		IR/1615295	IR/1615295	18,25

SIGNATURES

Executed as a deed by
Emmanuel Eribo, in the
presence of:



.....
Signature of Witness

.....
Rhod Needham


.....
Print name of Witness

Address:

35 Claremont Lane

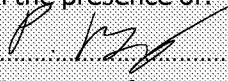
.....
Esher, Surrey

.....
KT10 9DT

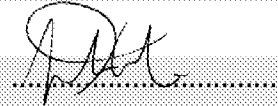


.....
Signature

Executed as a deed by **WILD
LOCI LTD**, acting by a director,
in the presence of:



.....
Signature of Witness



.....
Signature of Director

.....
Philippe Homsy

.....
Print name of Witness

Address:

.....
32 Linden

.....
Gardens, W2