

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dualit Limited		06/30/2021	Company:
RECEIVING PARTY DATA			
Name:	Dualit Holdings Limited		
Street Address:	15 Esplanade		
City:	St. Helier		
State/Country:	JERSEY		
Postal Code:	JE1 1RB		
Entity Type:	registered company private: JERSEY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74733266		
Serial Number:	75185094	BUFFET	
Serial Number:	76499811	DUALIT	
Serial Number:	78350777	DUALIT	
Serial Number:	86195423	DUALIT DESIGN SERIES	
Serial Number:	75704716	KOVERTEC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	615 782 2200		
Email:	alexandra.mackay@stites.com		
Correspondent Name:	Alexandra MacKay		
Address Line 1:	401 Commerce Street		
Address Line 2:	Suite 800		
Address Line 4:	Nashville, TENNESSEE 37219		
DOMESTIC REPRESENTATIVE			
Name:	S & H Nashville, LLC		
Address Line 1:	401 Commerce Street		

OP \$165.00 74733266

Address Line 2:	Suite 800
Address Line 4:	Nashville, TENNESSEE 37219
NAME OF SUBMITTER:	Alexandra MacKay
SIGNATURE:	/Alex/
DATE SIGNED:	12/16/2021
Total Attachments: 17 source=executed assignment#page1.tif source=executed assignment#page2.tif source=executed assignment#page3.tif source=executed assignment#page4.tif source=executed assignment#page5.tif source=executed assignment#page6.tif source=executed assignment#page7.tif source=executed assignment#page8.tif source=executed assignment#page9.tif source=executed assignment#page10.tif source=executed assignment#page11.tif source=executed assignment#page12.tif source=executed assignment#page13.tif source=executed assignment#page14.tif source=executed assignment#page15.tif source=executed assignment#page16.tif source=executed assignment#page17.tif	

DATED

30 June

2021

(1) DUALIT LIMITED

AND

(2) DUALIT HOLDINGS LIMITED

INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT

THIS DEED is made on

30 June

2021

BETWEEN:

- (1) **DUALIT LIMITED** incorporated in England and Wales with company number 00452403 whose registered office is at County Oak Way, Crawley, West Sussex, RH11 7ST ("**Dualit Limited**"); and
- (2) **DUALIT HOLDINGS LIMITED** incorporated in Jersey with company number 128651 whose registered office is at 15 Esplanade, St Helier, JE1 1R ("**Dualit Holdings**").

BACKGROUND

- A Dualit Limited owns certain Intellectual Property Rights (as defined below) in connection with with business, branding and products of Dualit.
- B Dualit Limited has agreed to assign such Intellectual Property Rights to Dualit Holdings on the terms of this Deed.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

"**Assigned IPR**" means the Intellectual Property Rights specified in Schedule 1;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England;

"**Effective Date**" means the date of this Deed;

"**Intellectual Property Rights**" means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights to use and protect the confidentiality of confidential information (including, but not limited to know-how and trade secrets), trade marks, geographical indications, service marks, trade names, design rights, rights in get-up and trade dress, database rights, databases, utility models, domain names, business names, rights in computer software, mask works, topography rights, the right to sue for infringement, unfair competition and passing off, all similar rights of whatever nature wherever in the world arising, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

1.2 Unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to this Deed include its Schedule;

- 1.2.3 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.4 clause headings are for convenience only and do not affect their interpretation or construction;
- 1.2.5 general words are not limited by any examples or illustrations given; and
- 1.2.6 references to legislation include any modification or re-enactment thereof.

2 ASSIGNMENT

In return for the payment of £ [REDACTED] ([REDACTED] pounds) exclusive of VAT and left outstanding as a debt between the companies, Dualit Limited hereby assigns to Dualit Holdings absolutely with full title guarantee all its title, right and interest to and in the Assigned IPR, including any goodwill attached to the Assigned IPR, along with the full and exclusive benefit of those rights, including both statutory and common law rights and the right to sue for past infringements and to retain any damages arising from any such infringement actions.

3 NO WARRANTY

- 3.1 Dualit Limited provides no warranties whatsoever in relation to the Assigned IPR. Dualit Limited excludes any and all liability to Dualit Holdings (to the extent permissible by law) that may arise in relation to the Assigned IPR after the Effective Date.
- 3.2 Each party acknowledges and agrees that no representations were made in respect of the Assigned IPR which are not set out in this Deed but that, if any were made, it has not relied on, or been induced to enter into this Deed by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Deed or otherwise.

4 GENERAL

4.1 Entire Agreement

This Deed contains the whole agreement between the parties relating to its subject matter and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.

4.2 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

4.3 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

4.4 Further assurance

Dualit Limited shall at its own cost do all further acts and execute all further documents necessary to give effect to this Deed, the assignment of the Assigned IPR and the recordal of those assignments. Dualit Limited shall use all reasonable endeavours to procure that any necessary third parties do all acts and execute all

documents necessary to give effect to the assignment of the Assigned IPR and their subsequent recordal.

4.5 Costs and expenses

Dualit Holdings will pay all costs and expenses associated with the execution and implementation of this Deed.

4.6 Succession

This Deed will bind and benefit each party's successors and personal representatives.

4.7 Counterparts

This Deed may be executed in any number of counterparts and the parties may execute separate counterparts, each of which one executed and delivered shall constitute an original. All counterparts together shall constitute one and the same instrument.

4.8 Governing law and jurisdiction

This Deed and all non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the courts of England.

This Deed has been entered into and delivered as a deed on the date stated at the beginning of it.

SCHEDULE 1
Assigned IPR

The "Assigned IPR" means all the Intellectual Property Rights owned by Dualit Limited either now or in the future in connection with the:

1. business, branding and/or products of Dualit Limited, including all related goodwill; and
2. the following trade marks:

Trade mark office	Application number	Trade mark status	Goods and Services	Applicant name	Application date
GB	UK00002036580	Registered	11	Dualit Limited	21-09-1995
US	74733266	Registered	11	Dualit Limited	22-09-1995
EM	001045822	Registered	11	Dualit Limited	19-01-1999
GB	UK00900048728	Registered	11	Dualit Limited	01-04-1996
GB	UK00901045822	Registered	11	Dualit Limited	19-01-1999

EM	000048728	Registered	11	Dualit Limited	01-04-1996
GB	UK00002063480	Registered	11	Dualit Limited	23-03-1996
US	75185094	Registered	11	Dualit Limited	21-10-1996
AU	705057	Registered	11	Dualit Limited	25-03-1996
EM	000048702	Registered	11	Dualit Limited	01-04-1996
GB	UK00900048702	Registered	11	Dualit Limited	01-04-1996

GB	UK00001523667	Registered	11	Dualit Limited	14-01-1993
GB	UK00001523661	Registered	11	Dualit Limited	13-01-1993
US	76499811	Registered	7, 9, 11, 21	Dualit Limited	24-03-2003
CH	03592/1995	Registered	7, 11	Dualit Limited	27-03-1995
GB	UK00002001774	Registered	7	Dualit Limited	10-11-1994
GB	UK00002330828	Registered	7, 9, 11, 21	Dualit Limited	29-04-2003

GB	UK00002350948	Registered	9	Dualit Limited	08-12-2003
GB	UK00002110256	Registered	21	Dualit Limited	17-09-1996
US	78350777	Registered	6, 7, 9, 11, 21	Dualit Limited	12-01-2004
WO	806692	Registered	7, 9, 11, 21	Dualit Limited	09-07-2003
WO	1492636	Registered	30	Dualit Limited	22-07-2019
EM	000197954	Registered	7, 11	Dualit Limited	01-04-1996

EM	004220703	Registered	7, 9, 35	Dualit Limited	02-01-2005
EM	013222286	Registered	30	Dualit Limited	02-09-2014
EM	003873461	Registered	9	Dualit Limited	07-06-2004
EM	000972612	Registered	8, 14, 21	Dualit Limited	27-10-1998
GB	UK00904220703	Registered	7, 9, 35	Dualit Limited	02-01-2005
GB	UK00900972612	Registered	8, 14, 21	Dualit Limited	27-10-1998

GB	UK00900197954	Registered	7, 11	Dualit Limited	01-04-1996
GB	UK00903873461	Registered	9	Dualit Limited	07-06-2004
GB	UK00001566944	Registered	11	Dualit Limited	26-03-1994
GB	UK00913222286	Registered	30	Dualit Limited	02-09-2014
EM	012238879	Registered	7, 11, 30, 35	Dualit Limited	21-10-2013
GB	UK00912238879	Registered	7, 11, 30, 35	Dualit Limited	21-10-2013

EM	018272956	Registered	7, 10, 11	Dualit Limited	15-07-2020
WO	N/A	Filed	7, 10, 11	Dualit Limited	11-11-2020
GB	UK00918272956	Registered	7, 10, 11	Dualit Limited	15-07-2020
US	86195423	Registered	11	Dualit Limited	17-02-2014
GB	UK00002449563	Registered	9	Dualit Limited	15-03-2007
US	75704716	Registered	11	Dualit Limited	17-05-1999

EM	003336121	Registered	11	Dualit Limited	03-09-2003
GB	UK00903336121	Registered	11	Dualit Limited	03-09-2003
GB	UK00002199963	Registered	11	Dualit Limited	12-06-1999
EM	001204627	Registered	11	Dualit Limited	14-06-1999
GB	UK00901204627	Registered	11	Dualit Limited	14-06-1999
GB	UK00002595760	Registered	11	Dualit Limited	26-09-2011

Norway	200307808	Registered	07, 09, 11, 21	Dualit Ltd	14-08-2003
Canada	0779170	Renewed	07, 11, 21	Dualit Limited	30-03-1995
South Africa	1996/02585	Registered	11	Dualit Limited	28-02-1996
China	3177697	Registered (Renewed)	11	Dualit Limited	16-05-2002
China	15308616	Registered	30	Dualit Limited	09-09-2014
China	44200140	Registered	35	Dualit Limited	25-02-2020
China	8095967	Registered	11	Dualit Limited	04-03-2010
China	8095954	Registered	9	Dualit Limited	04-03-2010
China	8095955	Registered	7	Dualit Limited	04-03-2010
China	50195071	Filed	30	Dualit Limited	30-09-2020

China	50195070	Filed	30	Dualit Limited	30-09-2020
Hong Kong	300020302	Registered	07, 09, 11, 21	Dualit Limited	17-05-2003
Hong Kong	300228960	Registered	9	Dualit Limited	08-06-2004
Hong Kong	199610396	Registered	11	Dualit Ltd	01-04-1995
Hong Kong	303129200	Registered	30	Dualit Limited	10-09-2014
New Zealand	247273	Registered	11	Dualit Ltd	29-03-1995
Singapore	T0312139C	Registered	21	Dualit Limited	09-07-2003
Singapore	T0312136I	Registered	7	Dualit Limited	09-07-2003
Singapore	T0312137G	Registered	9	Dualit Limited	09-07-2003

Singapore	T0312138E	Registered	11	Dualit Limited	09-07-2003
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EXECUTED as a DEED by)
DUALIT LIMITED)
in the presence of:)

L.A. Goff

Witness Signature *CMGSA*.....

Witness Name *CHRISTOPHER MARK STEWART*

Witness Address *57 COLLEGE ROAD*.....

EPSOM, SURREY.....

KT17 4HQ.....

Witness Occupation *DIRECTOR*.....

EXECUTED as a DEED by)
DUALIT HOLDINGS LIMITED)
in the presence of:)

L.A. Goff

Witness Signature *CMGSA*.....

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