

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BORDER IP LIMITED		11/30/2020	Limited Company: ENGLAND
RECEIVING PARTY DATA			
Name:	PRIMARP DMCC		
Street Address:	Officce 903, JBC 1, JLT		
City:	Dubai		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Company: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	0578138	AUSTIN REED	
Registration Number:	2587232	AUSTIN REED	
Registration Number:	4991004	AUSTIN REED	
Registration Number:	4784486	AUSTIN REED 1900	
Registration Number:	3460130	JANE NORMAN	
Serial Number:	88765880	MUM&ME COATWALK	
Registration Number:	4885753	VIYELLA	
Registration Number:	0074515	VIYELLA	
Registration Number:	0063690	VIYELLA	
Registration Number:	4403002		
Registration Number:	5568866	VIYELLA V VIYELLA SINCE 1784	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Ohio, OHIO 45202		

OP \$290.00 0578138

ATTORNEY DOCKET NUMBER:	BIP-1-122
NAME OF SUBMITTER:	Theodore R. Remaklus
SIGNATURE:	/theodore r remaklus/
DATE SIGNED:	01/20/2022

Total Attachments: 8

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SCHEDULE 3

AGREED SHORT FORM ASSIGNMENT

THIS ASSIGNMENT is dated 30 November 2020

Parties

- (1) **BORDER IP LIMITED** a company registered in England under number 09355275 whose registered office is at Global House, 5 Castle Street, Carlisle, Cumbria, England, CA3 8SY (the "**Assignor**").
- (2) **PRIMARP DMCC** incorporated in accordance with the company regulations of DMCC (Registration Number DMCC-5131, licence number DMCC-315631) whose registered office is at Office 903, JBC 1, JLT, Dubai, United Arab Emirates (the "**Assignee**").

Background

- A The parties entered into an assignment on the Effective Date (the "**Agreement**").
- B Under the Agreement, the Assignor has assigned the Assigned IP (as defined below) to the Assignee and the parties wish to record the terms of such assignment in writing.

Agreed terms

1 INTERPRETATION

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

1.1 Definitions:

- "Assigned IP"** means all Intellectual Property owned and/ or used by the Assignor in connection with the Business prior to the date of this Assignment including without limitation the:
a) Trade Marks; and b) Domain Names;
- "Assignment"** means this intellectual property assignment by the Assignor in favour of the Assignee;
- "Brands"** means 4 Bäumlér, Viyella, Austin Reed, Jaeger, Clydella, Country Casuals, Stephens Brothers, Jane Norman, AR Red, AR 1900 and Crest Logo, Massimo Pascali, Heritage Viyella (stylised), Viyella House, Alex & Co, Austin (China stylised), Berwin & Berwin, Eastex, Viyella since 1784 & Laurel wreath logo, AR & Logo, Be Berwin, CC, Cut, PurePay & logo, Ree, Summit logo,

Viyella Stag, Wheatsheaf logo, Simon Ackerman and Lion logo, B Baumler, Bäumlér Napoleon, Austin Reed of Regent Street, VLA by Viyella, Jacques Vert, Planet, Precis, Windsmoor, Eastex, Country Casuals logo, Golf & Logo, Days Fashion House, Days of London, Austins, CC Stylised, Cotella, Dayella, London Pride, Red by Austin Reed, Regency, Sackville, Viyella blue label, Wright & Peel, Mum & ME Coatwalk (filed),

- “Business”** means the commercial exploitation of the Brands including, without limitation, the manufacture and sale of products under the Brands and the licensing of the Brands;
- “Domain Names”** means any and all domain names owned and / or used by the Assignor in connection with the Business or which incorporate the Brands and / or the Assigned IP including, without limitation, those set out in Schedule 1;
- “Effective Date”** the date of this Assignment;
- “Intellectual Property”** means all intellectual property rights of any nature, including without limitation, patents, rights to inventions, registered designs, copyright and related rights, moral rights, service marks, trademarks (and any goodwill subsisting in relation to them), business names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, domain names (including email addresses) database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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; and
- “Trademarks”** means any and all trademarks, whether registered or unregistered, owned and / or used by the Assignor in

connection with the Business including without limitation, those set out in Schedule 1.

2 ASSIGNMENT

2.1 In consideration of the sum of ONE POUND STERLING (£1) paid by the Assignee to the Assignor (receipt of which the Assignor expressly acknowledges), the Assignor confirms it assigned to the Assignee with effect from the Effective Date absolutely with full title guarantee all its right, title and interest in and to the Assigned IP, including:

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Assigned IP;
- 2.1.2 all goodwill attaching to the Assigned IP and in respect of the Business relating to the goods or services in respect of which the Assigned IP are registered or used;
- 2.1.3 all the rights, powers, privileges and immunities and advantages conferred on the proprietor thereof;
- 2.1.4 all causes or rights of action, actual or contingent and the right to recover damages therefor in respect of any past, existing or future infringements of, or claim related to, the Assigned IP; and
- 2.1.5 the right to apply and claim priority for, prosecute and obtain protection anywhere in the world in respect of the Assigned IP.

3 FURTHER ASSURANCE

- 3.1 The Assignor hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register any of the Assigned IP on application being made by the Assignee pursuant to this Assignment, to issue the same to the Assignee and its successors and assignees.
- 3.2 The Assignor hereby appoints the Assignee to act as its attorney with power to do all such things and execute all such documents and deeds, as may be required to transfer to the Assignee the full benefit of the Assigned IP by the Assignor.

4 VARIATION

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

5 **COUNTERPARTS**

This Assignment may be executed in any number of counterparts, and by the parties to it on separate counterparts, each of which when so executed and delivered shall constitute an original but all the counterparts shall together constitute one and the same instrument.

6 **THIRD PARTY RIGHTS**

No one other than a party to this Assignment, their successors and permitted assignees, shall have any right to enforce any of its terms.

7 **GOVERNING LAW**

This Assignment 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.

8 **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 Assignment or its subject matter or formation.

IN WITNESS of which this document has been executed and, on the date set out above.

Trade Marks

Case Ref.	Country	Category Description	Application Date	Application No.	Registration Date	Registration No.	Renewal Date	Renewal Status (external)	Title	Classes	Owner	Case Status
410702ALU	Albania	Madrid National	10/05/1996	612871A	10/05/1996	612871A	27/12/2023	In Force	BÄUMLER	03, 18, 25	Border I.P. Limited	Registered
406808AD	Andorra	National	12/12/1996	29374	12/12/1996	37036	12/12/2026	In Force	VIVELLA	25	Border I.P. Limited	Registered
405255AR	Argentina	National	03/06/2009	2919357	07/04/2010	2.357.200	07/04/2020	In progress - Agent instructed to renew	AUSTIN REED	25	Border I.P. Limited	Registered
415367AR	Argentina	National	11/07/2019	3816892					JAEGER	25	Border I.P. Limited	Published
415320AR	Argentina	National	11/07/2019	3816893					JAEGER (stylised in straw letters)	25	Border I.P. Limited	Published
410702AM	Armenia	Madrid National	10/05/1996	612871A	10/05/1996	612871A	27/12/2023	In Force	BÄUMLER	03, 18, 25	Border I.P. Limited	Registered
405180AU	Australia	National	12/12/1995	680505	12/12/1995	680505	12/12/2022	In Force	AUSTIN REED	25	Border I.P. Limited	Registered
405184AU	Australia	National	16/02/2000	823891	16/02/2000	823891	16/02/2030	In Force	AUSTIN REED	09	Border I.P. Limited	Registered
405186AU	Australia	National	22/03/1985	424198	22/03/1985	424198	22/03/2026	In Force	AUSTIN REED	25	Border I.P. Limited	Registered

406636GB	United Kingdom	National	12/12/1985	1256349	12/12/1985	1256349	12/12/2026	In Force	Viyella Since 1784 & Logo	25	Border I.P. Limite d	Registere d
406637GB	United Kingdom	National	12/12/1985	1256348	12/12/1985	1256348	12/12/2026	In Force	Viyella Since 1784 & Logo	24	Border I.P. Limite d	Registere d
406626GB	United Kingdom	National	01/05/2001	2268915	26/10/2001	2268915	01/05/2021	In Force	VIVELLA SINCE 1784 & V Logo	25	Border I.P. Limite d	Registere d
406640GB	United Kingdom	National	23/04/2009	2514442	04/09/2009	2514442	23/04/2029	In Force	Viyella VIVELLA SINCE 1784 V & Laurel W/earth Logo	18, 25	Border I.P. Limite d	Registere d
406615GB	United Kingdom	National	17/10/1998	2179887	26/03/1999	2179887	17/10/2028	In Force	VLA BY VIVELLA	25	Border I.P. Limite d	Registere d
404729GB	United Kingdom	National	03/01/1991	1451760	22/05/1992	1451760	03/01/2028	In Force	WRIGHT AND PEEL (series of 3)	25	Border I.P. Limite d	Registere d
404952US	United States of America	National	05/04/2013	85896480	28/07/2015	4779798	28/07/2025	In Force	AR RED	25	Border I.P. Limite d	Registere d
404953US	United States of America	National	12/08/1947	71534856	04/08/1953	578138	04/08/2023	In Force	AUSTIN REED	25	Border I.P. Limite d	Registere d
404954US	United States of America	National	01/03/2000	75932249	02/07/2002	2587232	02/07/2022	In Force	AUSTIN REED	09	Border I.P. Limite d	Registere d
404955US	United States of America	National	17/06/2013	85961195	05/07/2016	4991004	05/07/2026	In Force	AUSTIN REED	14, 18, 25	Border I.P. Limite d	Registere d

404956US	United States of America	National	27/06/2014	86322883	04/09/2015	4794486	04/09/2025	In Force	AUSTIN REED 1900 & Crest Logo	18, 25	Border I.P. Limite d	Registered
417764US	United States of America	National							COATWALK		Border I.P. Limite d	Not yet filed
328447US	United States of America	National	30/11/2006	77054025	08/07/2008	3480130	08/07/2028	In Force	JANE NORMAN	14, 25, 35	Border I.P. Limite d	Registered
417566US	United States of America	National	20/01/2020	89765980					Mum&Me COATWALK (stylised)	18, 25, 35	Border I.P. Limite d	Application filed
406728US	United States of America	National	10/06/2015	86658083	12/01/2016	4885753	12/01/2026	In Force	VIVELLA	25	Border I.P. Limite d	Registered
406730US	United States of America	National	25/03/1907	71026248	20/07/1909	74515	20/07/2019	In Force	VIVELLA	25	Border I.P. Limite d	Registered
406731US	United States of America	National	25/03/1907	71026249	02/07/1907	63690	02/07/2027	In Force	VIVELLA	24	Border I.P. Limite d	Registered
406618US	United States of America	National	31/01/2013	85837680	17/09/2013	4403002	17/09/2023	TM Use affidavit filed	Viyella Siag Emblem	25	Border I.P. Limite d	Registered
409897US	United States of America	National	22/12/2017	87731687	25/09/2018	5568866	25/09/2028	In Force	Viyella VIVELLA SINCE 1784 V & Laurel Wreath Logo	18, 25, 35	Border I.P. Limite d	Registered
410702UZ	Uzbekistan	Madrid National	27/12/1993	612871A	27/12/1993	612871A	27/12/2023	In Force	BÄUMLER	03, 18, 25	Border I.P. Limite d	Registered
410702VN	Vietnam	Madrid National	27/12/1993	612871A	27/12/1993	612871A	27/12/2023	In Force	BÄUMLER	03, 18, 25	Border I.P. Limite d	Registered

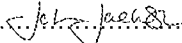
EXECUTED and delivered when dated
by **BORDER IP LIMITED**
acting by a director in the presence of:



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Director

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Steve Simpson

.....
Director Name

Witness Signature: 

Witness Name: John Jackson

Witness Address: Carlisle, UK

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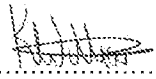
EXECUTED and delivered when dated
By **PRIMARP DMCC**
acting by a director in the presence of:



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Director

.....
Alex Watson

.....
Director Name

Witness Signature: 

Witness Name: K Williams

Witness Address: Dubai, UAE

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