

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Debbie Morgan Macao Commercial Offshore Ltd.		12/20/2021	Limited Corporation: MACAU
RECEIVING PARTY DATA			
Name:	Missguided (IP) Limited		
Street Address:	75 Trafford Wharf Road		
Internal Address:	Trafford Park		
City:	Manchester		
State/Country:	UNITED KINGDOM		
Postal Code:	M17 1ES		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5299084	MISSGUIDED	
Serial Number:	87018020	MENNACE	
Registration Number:	5760358	BABE POWER	
Serial Number:	90589838	RE_STYLD	
Registration Number:	5630479	SHOENIVERSE	
Registration Number:	5630480	SHOENIVERSE	
Registration Number:	5404225	MISCHV	
CORRESPONDENCE DATA			
Fax Number:	2077741127		
<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:	2077741120		
Email:	jkeenan@bssn.com		
Correspondent Name:	James F. Keenan, Jr.		
Address Line 1:	100 Middle Street		
Address Line 2:	P.O. Box 9729		
Address Line 4:	Portland, MAINE 04104		
NAME OF SUBMITTER:	James F. Keenan, Jr.		

OP \$190.00 5299084

SIGNATURE:	/James F. Keenan, Jr./
DATE SIGNED:	03/21/2022
Total Attachments: 21 source=20211220 FULLY EXEUCTED Deed of Assignment#page1.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page2.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page3.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page4.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page5.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page6.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page7.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page8.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page9.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page10.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page11.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page12.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page13.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page14.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page15.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page16.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page17.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page18.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page19.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page20.tif source=20211220 FULLY EXEUCTED Deed of Assignment#page21.tif	

DATED the 20 day of December 2021

Debbie Morgan Macao Commercial Offshore Ltd (1)

and

Missguided (IP) Limited (2)

TRADE MARKS AND DOMAINS DEED OF
ASSIGNMENT

THIS DEED OF ASSIGNMENT is made this 20 day of December 2021

BETWEEN:

- (1) **Debbie Morgan Macao Commercial Offshore Ltd** of Avenida da Praia Grande N.º 367-371, Edifício Keng Ou, 15.º andar C, Macau (*In Chinese* 澳門南灣大馬路367-371號京澳大廈15樓C), Macao (hereinafter referred to as "the **Assignor**"); and
- (2) **Missguided (IP) Limited** (company registration number 13797040) of 75 Trafford Wharf Road, Trafford Park, Manchester, M17 1ES, United Kingdom (hereinafter referred to as "the **Assignee**").

WHEREAS:

- (A) The Assignor is the proprietor of the registered trade marks, and any and all applications for registered trade marks, listed in Schedule A hereto (together with any and all other trade marks (whether registered or not) owned by the Assignor and which: (1) are the same as or confusingly similar to any such registered trade mark or application for a registered trade mark in any part of the world; (2) comprise or include the word "MISSGUIDED"; or (3) are used in the business of Missguided Limited as at the date of this Deed) (hereinafter referred to as "the **Trade Marks**"), the domain registrations listed in Schedule B hereto (together with any and all other domain registrations owned by the Assignor and which: (1) are the same as or confusingly similar to any such domain registration in any part of the world; (2) comprise or include the word "MISSGUIDED"; or (3) are used in the business of Missguided Limited as at the date of this Deed) (hereinafter referred to as "the **Domains**") and the copyright, unregistered design right and like rights in the designs set out in Schedule C hereto (together with any and all other domain registrations owned by the Assignor and which: (1) are the same as or confusingly similar to any such domain registration in any part of the world; (2) comprise or include the word "MISSGUIDED"; or (3) are used in the business of Missguided Limited as at the date of this Deed) (hereinafter referred to as "the **Designs**").
- (B) The Assignor has agreed to assign all right, title and interest in and to the Trade Marks, the Domains and the Designs to the Assignee for the consideration set out below.

IT IS AGREED AS FOLLOWS:

1. In consideration of the sum of One Pound Sterling (£1.00) now paid to the Assignor by the Assignee (receipt and sufficiency of which is hereby acknowledged by the Assignor)

the Assignor with full title guarantee hereby assigns to the Assignee absolutely, all of the following:

- (a) all right title and interest in and to the Trade Marks and the Domains and all rights, powers and immunities conferred on their proprietor or registrant (as the case may be), including all designations which designate from the Trade Marks;
- (b) all copyright, unregistered design right and like rights around the world subsisting in the Designs;
- (c) all the goodwill attaching to the Trade Marks, the Domains and the Designs, and all statutory and common law rights in and to the Trade Marks, the Domains and the Designs including without limitation the right to bring, make, oppose, defend, appeal proceedings claims or actions and obtain relief (and to retain any damages and/or other financial relief recovered) in respect of any infringement of, and any instance of passing off actionable by the Assignee as a result of, the rights assigned by this Assignment, whether occurring before, on or after the date of this Deed; and
- (d) the right to apply for and obtain registered protection throughout the world in respect of the Trade Marks, the Domains and the Designs, with the intent that such protection shall be in the name of and vest in the Assignee absolutely.

2. The Assignor shall, at the reasonable expense of the Assignee, promptly execute all such documents and do all such things as may reasonably be required for the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned, including execution of such further supplemental documentation as may reasonably be required by the Assignee in order to register the Assignee as proprietor of the Trade Marks and registrant of the Domains at the respective local Trade Marks Offices and domain name registries around the world (hereinafter referred to as "the **Local Documents**"). The Assignor shall do the following at the Assignee's direction and reasonable cost, pending formal registration or recordal of the assignment of the Trade Marks and Domains to the Assignee:

- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);

- (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee; and
 - (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 3. The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the date of this Deed all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks, the Domains and the Designs.
- 4. The Assignor hereby 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 Deed. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Deed and the proprietary interest of the Assignee in the Trade Marks, Domain Names and Designs 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.
- 5. Pursuant to but without prejudice to clause 4, 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 Deed requires the Assignor to take;
 - (b) exercise any rights which this Deed 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.
- 6. 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 clause 4.
- 7. The Assignor warrants that:
 - (a) it is the sole legal and beneficial owner of the Trade Marks, the Domains and all rights in the Designs and in respect of each of the foregoing it is properly registered as the applicant, registrant or proprietor (as the case may be);
 - (b) it is properly registered as the applicant, registrant or registered proprietor (as the case may be) of the Trade Marks and Domains listed in Schedule A and

- Schedule B (as the case may be) and the details set out in respect of such Trade Marks and Domains are complete and accurate;
- (c) all application, registration and renewal fees in respect of each of the Trade Marks and Domains have been paid and no further fees are due within six months after the date of this Deed;
 - (d) it has not given any person permission to use any of the Trade Marks, Domains or Designs or otherwise assigned or licensed any of the rights under the Trade Marks, the Domains or the Designs;
 - (e) it is not aware of any infringement or likely infringement of any of the Trade Marks or of any disputes regarding any of the Domains or the Designs;
 - (f) each of the Trade Marks which as of the date of this Deed is a registered trade mark is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender, and there is nothing that might prevent any of the Trade Marks which as of the date of this Deed is an application for a registered trade mark proceeding to grant;
 - (g) each of the Trade Marks, Domains and Designs is free from any Encumbrance. An "Encumbrance" means any claim, mortgage, option, lien, pledge, charge, encumbrance, hypothecation, trust, right of pre-emption, right of first refusal or third party right or security interest of any kind however created or arising (or any agreement or arrangement to create any of them);
 - (h) no claim has been made by any person that disputes the right of the Assignor to use any of the Trade Marks, Domains or Designs, and it is unaware of any circumstances likely to give rise to a claim;
 - (i) so far as it is aware, exploitation of the Trade Marks or use of the Domains or the Designs will not infringe the rights of any person;
 - (j) all previous assignments of the Trade Marks, Domains and Designs are valid and have been registered promptly and in any case within all applicable time limits at each of the relevant registries of the intellectual property offices or domain name registries for the countries or territories in which the Trade Marks, Domains or Designs (as the case may be) subsist;
 - (k) following the assignment effected by this Deed, the Assignor retains no rights in any trade mark (whether registered or not), any domain name or any design which: (1) is the same as or confusingly similar to any of the Trade Marks, Domains or Designs in any part of the world; (2) comprises or includes the word "MISSGUIDED" or (3) is used in the business of Misguided Limited as at the date of this Deed; and

- (l) the Assignor does not own any copyright or design rights or other intellectual property rights in relation to the business carried on under the Trade Marks and Domains in any part of the world, other than the Trade Marks, the Domains and the Designs; for example copyright in logos forming part of the Trade Marks, or clothing designs sold under or by reference to the Trade Marks.
8. The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:
- (a) any breach by the Assignor of the warranties in this clause 7; or
- (b) the enforcement of this Deed.
- At the request of the Assignee and at the Assignor's own reasonable expense, the Assignor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of any breach by the Assignor of the warranties in this clause 7.
9. Each of the Local Documents and this Deed shall be regarded as one and the same instrument and in the event of any conflict between the terms of any of the Local Documents and this Deed, the terms of this Deed shall prevail. If in any country or territory the execution after the date of this Deed of a confirmatory assignment or other Local Document of any of the Trade Marks or Domains in that country or territory would be ineffective or invalid by reason of the transfer effected by this Deed, then this Deed shall be deemed to be an agreement to assign, and not an assignment of that Trade Mark and/ or Domain in that country or territory
10. If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.
11. 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 a party shall include that party's successors, permitted assigns and permitted transferees.

12. This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
13. This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original.

IN WITNESS of which the parties have executed and delivered this Deed which takes effect on the date stated at the beginning of it.

SCHEDULE A

The Trade Marks included in the Deed include the following:

Country	Official No.	Title	Renewal Date	Classes
Argentina	2685385	MISSGUIDED	20/10/2024	09
Argentina	2685384	MISSGUIDED	20/10/2024	14
Argentina	2685383	MISSGUIDED	20/10/2024	18
Argentina	2685382	MISSGUIDED	20/10/2024	25
Argentina	2685381	MISSGUIDED	20/10/2024	35
Australia	1763663	MISSGUIDED	08/04/2026	03,09,14,18,25,35
Australia	1767908	MENNACE	29/04/2026	03,09,14,18,25,35
Australia	1767924	MISCHV	1767924	03,09,14,18,25,35
Australia	1861199	SHOENIVERSE	25/07/2027	25, 35
Bahrain	121563	MISSGUIDED	10/01/2028	03
Bahrain	121564	MISSGUIDED	10/01/2028	09
Bahrain	121565	MISSGUIDED	10/01/2028	14
Bahrain	121566	MISSGUIDED	10/01/2028	18
Bahrain	121567	MISSGUIDED	10/01/2028	25
Bahrain	121568	MISSGUIDED	10/01/2028	35
Brazil	840654901	MISSGUIDED	12/07/2026	09
Brazil	840654928	MISSGUIDED	12/07/2026	14
Brazil	840654936	MISSGUIDED	12/07/2026	18
Brazil	840654898	MISSGUIDED	12/07/2026	25
Brazil	840654910	MISSGUIDED	12/07/2026	35
Brazil	904047369	MISSGUIDED PEACE LOVE AND FASHION LOGO	25/11/2024	14
Brazil	904047365	MISSGUIDED PEACE LOVE AND FASHION LOGO	25/11/2024	25
Brazil	904047407	MISSGUIDED PEACE LOVE AND FASHION LOGO	25/11/2024	09
Brazil	904047431	MISSGUIDED PEACE LOVE AND FASHION LOGO	25/11/2024	18
Canada	TMA89486 1	MISSGUIDED	22/01/2030	
Canada	TMA89484 8	MISSGUIDED	22/01/2030	
Canada	TMA84806 1	MISSGUIDED PEACE LOVE AND FASHION LOGO	09/04/2028	
China	20306339	MISSGUIDED	06/08/2027	03,09,14,18,25,35
China	20306341	MENNACE	13/10/2027	03,09,14,18,25,35
China	6668995	MISS GUIDED	27/10/2030	25
China	27094579	BABE POWER	20/10/2028	03
China	20306340	MISCHV	13/10/2027	03,09,14,18,25,35
Egypt	362804	MISSGUIDED	25/12/2027	03
Egypt	362805	MISSGUIDED	25/12/2027	09
Egypt	362806	MISSGUIDED	25/12/2027	14

Egypt	362807	MISSGUIDED	25/12/2027	18
Egypt	362808	MISSGUIDED	25/12/2027	25
Egypt	362809	MISSGUIDED	25/12/2027	35
European Union	015246176	MISSGUIDED	21/03/2026	03,09,14,18,25,35
European Union	015324536	MENNACE	08/04/2026	03,09,14,18,25,35
European Union	006739908	MISS GUIDED	10/03/2028	25
European Union	008946329	MISSGUIDED	11/03/2030	09,14,18,25
European Union	017353368	BABE POWER	18/10/2027	03
European Union	017895560	MENNACE logo	07/05/2028	03,09,14,18,25,35
European Union	018311967	RE_STYLD	22/09/2030	25,35
European Union	015324569	MISCHV	08/04/2026	03,09,14,18,25,35
European Union	017014036	SHOENIVERSE	24/07/2027	25, 35
Hong Kong	301152486	MISS GUIDED	02/07/2028	25
India	1718429	MISS GUIDED	05/08/2028	25
India	2473519	MISSGUIDED	06/02/2023	09,14,18,25
Indonesia	IDM000513 828	MISSGUIDED	16/10/2023	09,14,18,25,35
Iran	139750140 001041933	MISSGUIDED	28/08/2028	03,09,14,18,25,35
Israel	299748	MISSGUIDED	05/11/2027	03,09,14,18,25,35
Jordan	155316	MISSGUIDED	06/09/2027	03
Jordan	155317	MISSGUIDED	06/09/2027	09
Jordan	155318	MISSGUIDED	06/09/2027	14
Jordan	155319	MISSGUIDED	06/09/2027	18
Jordan	155320	MISSGUIDED	06/09/2027	25
Jordan	155311	MISSGUIDED	06/09/2027	35
Kuwait	121259	MISSGUIDED	09/10/2023	09
Kuwait	123331	MISSGUIDED	09/10/2023	14
Kuwait	123332	MISSGUIDED	09/10/2023	25
Kuwait	123333	MISSGUIDED	09/10/2023	35
Kuwait	143710	MISSGUIDED	09/10/2023	18
Kuwait	195158	MISSGUIDED	09/10/2023	03
Lebanon	182905	MISSGUIDED	21/12/2032	03,09,14,18,25,35
Madrid Protocol (TM)	1155103	MISSGUIDED	10/03/2023	09,14,18,25
Madrid Protocol (TM)	1183015	MISSGUIDED	23/09/2023	35
Madrid Protocol (TM)	1090389	MISSGUIDED PEACE LOVE AND FASHION LOGO	02/08/2031	09,14,18,25
Madrid Protocol (TM)	1121277	PEACE & LOVE (design)	14/05/2022	25
Malaysia	201301396 1	MISSGUIDED	07/10/2023	09
Malaysia	201301396 0	MISSGUIDED	07/10/2023	14
Malaysia	201301396 9	MISSGUIDED	07/10/2023	18
Malaysia	201301395 8	MISSGUIDED	07/10/2023	25
Malaysia	201301395 7	MISSGUIDED	07/10/2023	35

Mexico	1848335	MISSGUIDED	01/11/2027	03
Mexico	1846031	MISSGUIDED	01/11/2027	09
Mexico	1846032	MISSGUIDED	01/11/2027	14
Mexico	1846033	MISSGUIDED	01/11/2027	18
Mexico	1846034	MISSGUIDED	01/11/2027	25
Mexico	1846035	MISSGUIDED	01/11/2027	35
Mexico	1367310	MISSGUIDED PEACE LOVE AND FASHION LOGO	08/02/2023	25
New Zealand	767019	Miss Guided	18/04/2027	25
New Zealand	1078671	MISSGUIDED	18/10/2027	03,09,14,18,25,35
Qatar	116902	MISSGUIDED	27/08/2027	03
Qatar	116903	MISSGUIDED	27/08/2027	09
Qatar	116904	MISSGUIDED	27/08/2027	14
Qatar	116905	MISSGUIDED	27/08/2027	18
Qatar	116906	MISSGUIDED	27/08/2027	25
Qatar	116907	MISSGUIDED	27/08/2027	35
Republic of Korea	806740	MISS GUIDED	19/11/2029	25
Russian Federation	677528	MISSGUIDED	31/10/2027	03,09,14,18,25,35
Saudi Arabia	143602480 8	MISSGUIDED	13/04/2025	09
Saudi Arabia	143602480 9	MISSGUIDED	13/04/2025	14
Saudi Arabia	143602481 0	MISSGUIDED	13/04/2025	18
Saudi Arabia	143602481 1	MISSGUIDED	13/04/2025	25
Saudi Arabia	143602481 2	MISSGUIDED	13/04/2025	35
Saudi Arabia	143602715 5	MISSGUIDED	11/04/2027	03
Singapore	402020008 68U	MISSGUIDED	13/01/2030	03,09,14,18,25,35
South Africa	2013/26489	MISSGUIDED	23/09/2023	09
South Africa	2013/26490	MISSGUIDED	23/09/2023	14
South Africa	2013/26491	MISSGUIDED	23/09/2023	18
South Africa	2013/26492	MISSGUIDED	23/09/2023	25
South Africa	2013/26493	MISSGUIDED	23/09/2023	35
South Africa	2013/04017	MISSGUIDED PEACE LOVE AND FASHION LOGO	15/02/2023	25
Switzerland	725644	MISSGUIDED	02/08/2028	03,09,14,18,25,35
Thailand	171109179	MISSGUIDED	03/08/2025	09
Thailand	171109180	MISSGUIDED	03/08/2025	14
Thailand	997813	MISSGUIDED	03/08/2025	18
Thailand	997814	MISSGUIDED	03/08/2025	25
Thailand	997815	MISSGUIDED	03/08/2025	35
Turkey	201792847	MISSGUIDED	31/10/2027	03,09,14,18,25,35
Ukraine	m20192797 4	MISSGUIDED		03,09,14,18,25,35

United Arab Emirates	199432	MISSGUIDED	10/10/2023	09
United Arab Emirates	199433	MISSGUIDED		14
United Arab Emirates	199434	MISSGUIDED	10/10/2023	18
United Arab Emirates	199435	MISSGUIDED	10/10/2023	25
United Arab Emirates	199436	MISSGUIDED	10/10/2023	35
United Arab Emirates	294476	MISSGUIDED Arabic Logo	26/06/2028	25
United Arab Emirates	294477	MISSGUIDED	26/06/2028	03
United Arab Emirates	187447	MISSGUIDED PEACE LOVE AND FASHION LOGO	26/02/2023	25
United Kingdom	UK0000316 8756	MISSGUIDED	09/06/2026	03
United Kingdom	UK0000314 3927	MENNACE	11/01/2026	03,09,14,18,25,35
United Kingdom	UK0000254 1581	MISSGUIDED	11/03/2030	09,14,18,25
United Kingdom	UK0000302 0187	MISSGUIDED	30/08/2023	35
United Kingdom	UK0000322 7608	BABE POWER	27/04/2027	03
United Kingdom	UK0000326 8868	MENNACE & Device	07/11/2027	03,09,14,18,25,35
United Kingdom	UK0000336 7372	Babe Oud	16/01/2029	03
United Kingdom	UK0000338 7369	Babe Dreams	16/01/2029	03
United Kingdom	UK0000336 7376	Babe Night	16/01/2029	03
United Kingdom	UK0000353 5963	RE_STYLD	22/09/2030	25,35
United Kingdom	UK0000345 5058	BABE VIBES	02/01/2030	03
United Kingdom	UK0000253 0430	MISSGUIDED PEACE LOVE AND FASHION LOGO	02/11/2029	09,14,18,25
United Kingdom	UK0000314 3929	MISCHV	11/01/2026	03,09,14,18,25,35
United Kingdom	UK0000320 7837	SHOENIVERSE	20/01/2027	25,35
United Kingdom	UK0090673 9908	MISS GUIDED	10/03/2028	25
United Kingdom	UK0091524 6176	MISSGUIDED	21/03/2026	03,09,14,18,25,35
United States of America	5299064	MISSGUIDED	03/10/2027	03,09,14,18,25,35
United States of America	87018020	MENNACE		03,09,14,18,25,35
United States of America	5760358	BABE POWER	28/05/2029	03
United States of America	90589838	RE_STYLD		25,35

United States of America	5630479	SHOENIVERSE	18/12/2028	35
United States of America	5630480	SHOENIVERSE	18/12/2028	25
United States of America	87018036	MISCHV	20/02/2028	03,09,14,18,25,35
Vietnam	4-2018-35021	MISSGUIDED	10/10/2028	03,09,14,18,25,35

SCHEDULE B

The Domains included in the assignment include the following:

Country/domain type	Domain
Alternate Extension	mennace.uk.com
Alternate Extension	mi55guided.uk.com
Alternate Extension	missguided.com.de
Alternate Extension	missguided.uk.com
Alternate Extension	missguided.us.com
Austria	misguided.at
Australia	misguided.com.au
Belgium	mennace.be
Belgium	misguided.be
Belgium	missguided.be
Chile	misguided.cl
Chile	missguided.cl
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Czech Republic	misguided.cz
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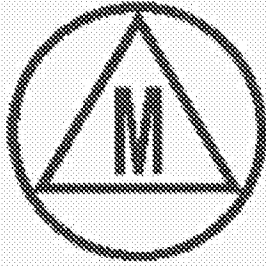
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Kuwait	missguided.com.kw
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Mexico	misguided.mx
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Portugal	misguided.pt
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Russian Federation	mennace.ru
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Saudi Arabia	misguided.sa
Serbia	misguided.rs
Singapore	misguided.com.sg
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South Africa	misguided.co.za
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Spain	misguided.es
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Sweden	mennace.se
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Switzerland	misguided.ch
Switzerland	misguided.ch
Taiwan, Province of China	misguided.tw
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Tuvalu	mennace.tv
Ukraine	misguided.com.ua
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United Arab Emirates	misguided.ae
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United Kingdom	babeofmisguided.co.uk

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Uzbekistan	misguided.uz
Vietnam	misguided.vn

SCHEDULE C

The Designs included in the assignment include the following:



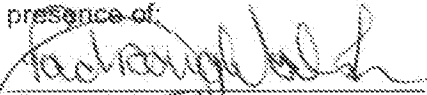
MISSGUIDED
STREET CULTURE AND FASHION

MENNACE
WWW.MENNACE.COM

Executed as a deed on behalf of)
Debbie Morgan Macao)
Commercial Offshore Ltd, a)
company incorporated in Macau)
acting by:)

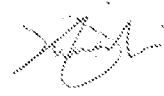
Li Koon Yee Vivian)
(Name of person))

a person who in accordance with the)
laws of that territory, is acting under)
the authority of the company in the)
presence of:)

)
(Signature of witness))

Padraig Liam Walsh)
Solicitor, Hong Kong SAR)
(Name of witness))

Tanner De Witt)
Solicitors)
~~17th Floor, Tower One,~~)
(Address of witness) **Lippo Centre, 89 Queensway,**)
Hong Kong)



..... (Signature)
Authorised Signatory

Executed as a deed by)
Missguided (IP) Limited)
acting by:)

NITIN PASSI)
(Name of director))

a director, in the presence of:

.....)
(Signature of witness))

.....)
(Name of witness))

.....)
(Address of witness))

..... (Signature of Director)
Director

Executed as a deed on behalf of)
Debbie Morgan Macao)
Commercial Offshore Ltd, a)
company incorporated in Macau)
acting by:)

(Name of person)

a person who in accordance with the)
laws of that territory, is acting under)
the authority of the company in the)
presence of:)

(Signature of witness)

(Name of witness)

(Address of witness)

(Signature)
Authorised Signatory

Executed as a deed by)
Missguided (IP) Limited)
acting by:)

NITIN PASSI)
(Name of director)

a director, in the presence of:)

DocuSigned by:
Rishi Passi

(Signature of witness)

Rishi Passi

(Name of witness)

40 Albert Court, London, SW7 2BH

(Address of witness)

DocuSigned by:
Nitin Passi)

(Signature of Director)
Director

Notário Público
Adelino Correia

Cartório do Notário Privado
Rua de São Carlos, 100
Macau, 22 de Dezembro de 2021
Conta nº 2277

Cartório do Notário Privado -- Adelino Correia

Reconheço por semelhança a assinatura retro de Li, Koon Yee Vivian por confronto com do passaporte do Reino Unido da Grã-Bretanha e da Irlanda do Norte nº 512090520 de 28/03/2013, a qual outorga na qualidade de mandatária da "Debbie Morgan Comercial Offshore de Macau Limitada", cuja qualidade e suficiência de poderes para o acto verifiquei por uma acta do Assembleia Geral passada em 15/12/2021, e por uma informação obtida do Sistema informático do Notariado -- Ficheiro Central - nos termos e para os efeitos do numero 3 do Artigo 70º do Código do Registo Comercial.
Macau, 22 de Dezembro de 2021.
Conta nº 2277

MOP\$14,00



[Translation]

Notary Private Office -- Adelino Correia

I hereby certify the signature at the back of Li, Koon Yee Vivian by comparison with specimens contained in the Passport of United Kingdom n° 512090520 issued on 28th Mars 2013, as a mandatory of a Limited Company named "Debbie Morgan Macao Commercial offshore Limited", whose quality and powers for the act I verified through the information recorded from Ficheiro Central under number 3 of Article 70 of Law 6/2012 of 02.26.2013 and a board resolution dated on 15th December 2021, that where shown to me and which I returned.
Macau, 22nd December, 2021.

Account n° 2277

MOP\$14.00



TRADEMARK

REEL: 007666 FRAME: 0345

RECORDED: 03/21/2022