

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718021

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900671079

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILVER FOX LIMITED		11/30/2021	Limited Liability Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	SILVER FOX GROUP LTD.
Street Address:	Swallowfields
Internal Address:	Swallow Court
City:	Welwyn Garden City, Hertfordshire
State/Country:	UNITED KINGDOM
Postal Code:	AL7 1SA
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3369284	MAKE LABELING YOUR SIGNATURE FOR QUALITY
Registration Number:	3749018	FOX-IN-A-BOX
Registration Number:	2927125	LABELFLEX
Registration Number:	2483386	LABACUS INNOVATOR
Registration Number:	2900060	SILVER FOX
Registration Number:	2948206	ENDURANCE
Registration Number:	2773815	PROLAB

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2157359302

Email: trademarks@thebellesgroup.com

Correspondent Name: BELLES KATZ LLC

Address Line 1: 1800 John F. Kennedy Blvd.

Address Line 2: Suite 1010

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	SFL-TM-GEN
DOMESTIC REPRESENTATIVE	
Name:	Lisa Peller London
Address Line 1:	1800 John F. Kennedy Blvd.
Address Line 2:	Suite 1010
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
NAME OF SUBMITTER:	LAURA C. FORREST
SIGNATURE:	/lauracforrest/
DATE SIGNED:	03/31/2022
Total Attachments: 13 source=Deed of Assignment - 30 November 2021#page1.tif source=Deed of Assignment - 30 November 2021#page2.tif source=Deed of Assignment - 30 November 2021#page3.tif source=Deed of Assignment - 30 November 2021#page4.tif source=Deed of Assignment - 30 November 2021#page5.tif source=Deed of Assignment - 30 November 2021#page6.tif source=Deed of Assignment - 30 November 2021#page7.tif source=Deed of Assignment - 30 November 2021#page8.tif source=Deed of Assignment - 30 November 2021#page9.tif source=Deed of Assignment - 30 November 2021#page10.tif source=Deed of Assignment - 30 November 2021#page11.tif source=SILVER FOX GROUP LTD overview - GOV.UK#page1.tif source=SILVER FOX GROUP LTD overview - GOV.UK#page2.tif	

DATED ~~November~~ 30 2021

Silver Fox Limited

and

Silver Fox Group Ltd

DEED OF ASSIGNMENT OF TRADE MARKS

THIS DEED OF ASSIGNMENT is made the 30 day of November 2021

BETWEEN

- (1) Silver Fox Limited incorporated and registered in England and Wales with company number 01318066 whose registered office is at Swallow Court, Swallowfields, Welwyn Garden City, AL7 1SA ("the Assignor") and
- (2) Silver Fox Group Ltd incorporated and registered in England and Wales with company number 12862836 whose registered office is at Swallow Court, Swallowfields, Welwyn Garden City, Hertfordshire, United Kingdom, AL7 1SA ("the Assignee").

BACKGROUND

- (A) The Assignor is the proprietor of, or applicant for, the Trade Marks (as defined below).
- (B) The Assignee was incorporated on 7 September 2020 and at the date of this Deed owns the entire share capital in the Assignor.
- (C) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

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

1.1 Definitions:

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

"Trade Marks" means the registered trade marks and the pending applications for trade marks, short particulars of which are set out in Schedule 1 and all other rights subsisting in or relating to them, including without limitation goodwill and copyright.

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

1.3 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.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 References to clauses and Schedules are to the clauses and Schedules of 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 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes faxes and email.
- 1.12 Where any statement is qualified by the expression **so far as the Assignor is aware or to the Assignor's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 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.
- 1.14 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.15 Any obligation on a party **not to do something** includes an obligation **not to allow** that thing to be done.
- 1.16 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

2. ASSIGNMENT

- 2.1 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 Trade Marks, including:
- 2.1.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;

- 2.1.2 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods and/or services in respect of which the Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend or 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. FURTHER ASSURANCE

- 3.1 At its own cost, each party shall, and shall use all 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 agreement.
- 3.2 Pending formal registration or recordal of the Trade Marks listed in Part 2 of Schedule 1 to the Assignee, the Assignor shall do the following at the Assignee's direction.:
 - 3.2.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - 3.2.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
 - 3.2.3 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);
 - 3.2.4 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 or any other person that the Assignee notifies to the Assignor from time to time; and
 - 3.2.5 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).
- 3.3 The Assignor appoints the Assignee to be its attorney in his name and on its behalf to execute all 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.

- 3.4 Each party agrees to execute any documents which may be necessary or desirable in order to give effect to the transfer of legal title to the Trade Marks and to record the assignment of the Trade Marks.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. ENTIRE AGREEMENT

- 5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

6. VARIATION

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

7. SEVERANCE

- 7.1 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.

- 7.2 If any provision or part-provision of this agreement is deemed deleted under clause 7.1 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.

8. COUNTERPARTS

- 8.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9. THIRD-PARTY RIGHTS

9.1 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. NOTICES

10.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

10.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

10.1.2 sent by fax to its main fax number or sent by email (in the case of each of the assignor and the assignee) to support@silverfox.co.uk or nick.michaelson@silverfox.co.uk.

10.2 Any notice or communication shall be deemed to have been received:

10.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

10.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

10.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

10.3 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. 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.


12. 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 AGREEMENT has been entered into on the date stated at the beginning of it

SCHEDULE 1: TRADE MARKS

Part 1 Registered trade marks

Reference number (for the purposes of this Deed)	Country	Trade Mark	Class(es)	Registration Number
001	Australia	LABACUS INNOVATOR	9	801748
002	Australia	LEGEND	16	801699
003	Australia	PROLAB	16	801698
004	Australia	SILVER FOX	9, 16, 42	801704
005	Canada		6, 7, 9, 16, 17, 19, 20, 40, 42	TMA954636
006	Canada	FOX IN A BOX	6, 9, 16, 19, 20, 21	TMA834790
007	Canada	FOX-FLO	9, 16, 17, 19, 20, 24	TMA994936
008	Canada	LABACUS INNOVATOR	9	TMA598904
009	Canada	LABELFLEX	6, 9, 16	TMA614460
010	Canada	LEGEND	16	TMA686145
011	Canada	PROLAB	16	TMA618273
012	Canada	SILVER FOX	6, 16, 40, 42	TMA585650
013	Canada	SILVER FOX	7, 9, 16, 17, 20, 42	TMA954659
014	Canada	TIP TIME INTO PROFIT	9, 16	TMA905849
015	European Union	ENDURANCE	9, 16	678680
016	European Union	FOX	9, 16, 20	18263562

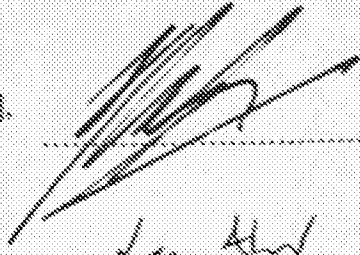
017	European Union	FOX-FLO	9, 16, 42	10841021
018	European Union	LABACUS	9, 16	678763
019	European Union	LABACUS INNOVATOR	9, 16, 42	1169812
020	European Union	LABELFLEX	9, 16	2246809
021	European Union	PROLAB	9, 16	678722
022	European Union	SILFOX	9, 16, 42	2248557
023	European Union	SILVER FOX	9, 16	680330
024	United Kingdom		6, 7, 9, 16, 17, 40, 42	3011581
025	United Kingdom		9, 16, 17	801208912
026	United Kingdom	ENDURANCE	9, 16	900678680
026a	United Kingdom	FOX	9, 16, 20	3593259
027	United Kingdom	FOX IN A BOX	9, 16	2514715
028	United Kingdom	FOX IN A BOX	9	801023546
029	United Kingdom	FOX-FLO	16, 17	3012557
030	United Kingdom	FOX-FLO	9, 16, 42	910841021
031	United Kingdom	FOX-FLO	17	801218177
032	United Kingdom	LABACUS	9, 16	900678763
033	United Kingdom	LABACUS INNOVATOR	9, 16, 42	901169812
034	United Kingdom	LABELFLEX	9, 16	902246809
035	United Kingdom	PROLAB	9, 16	900678722
036	United Kingdom	SILFOX	9, 16, 42	902248557
037	United Kingdom	SILVER FOX	6, 7, 9, 16, 17, 40, 42	3011573
038	United Kingdom	SILVER FOX	25	3506009
039	United Kingdom	SILVER FOX	9, 16	900680330
040	United Kingdom	SILVER FOX	17	801215064
041	United Kingdom	TIP TIME INTO PROFIT	9, 16	2602861

042	United Kingdom	TIP TIME INTO PROFIT	9, 16	801136747
043	United States of America	ENDURANCE	16	2948206
044	United States of America	FOX IN A BOX	9	3749018
045	United States of America	LABACUS INNOVATOR	9	2483386
046	United States of America	LABELFLEX	9, 16	2927125
047	United States of America	MAKING LABELING YOUR SIGNATURE FOR QUALITY AND RELIABILITY	9	3369284
048	United States of America	PROLAB	16	2773815
049	United States of America	SILVER FOX	9, 16, 42	2900060
050	International Registrations	FOX-FLO	16, 17	1218177
051	International Registrations	FOX IN A BOX	9, 16	1023546
052	International Registrations	SILVER FOX	9, 16, 17	1215064
053	International Registrations	TIP TIME INTO PROFIT	9, 16	1136747
054	International Registrations		9, 16, 17	1208912

part 2 Trade mark applications

Reference number (for the purposes of this Deed)	Country	Trade Mark	Class (es)	Application Number
055	Canada	ENDURANCE	16	1912103

Executed as a deed by Silver Fox Limited
acting by
[N. MICHAELSON]
a director in the presence of:



Signature of witness

LEE ANDREW

Name

LEE ANDREW

Address

9 WISSEN DRIVE

LETCWORTH, HERTFORDSHIRE

Occupation

ACCOUNTANT

Executed as a deed by Silver Fox Group
Limited acting by
[N. MICHAELSON]
a director in the presence of:



Signature of witness

LEE ANDREW

Name

LEE ANDREW

Address

9 WISSEN DRIVE

LETCWORTH, HERTFORDSHIRE

Occupation

ACCOUNTANT



Find and update company information

Companies House does not verify the accuracy of the information filed
(<http://resources.companieshouse.gov.uk/serviceinformation.shtml#complinfo>)

[Advanced company search \(/advanced-search\)](/advanced-search)

SILVER FOX GROUP LTD

Company number **12862836**

Follow this company

File for this company (https://beta.companieshouse.gov.uk/company/12862836/authorise?return_to=/company/12862836)

Registered office address

Swallow Court, Swallowfields, Welwyn Garden City, Hertfordshire, United Kingdom, AL7 1SA

Company status

Active

Company type

Private limited Company

Incorporated on

7 September 2020

Accounts

Next accounts made up to **31 December 2021**
due by **30 September 2022**

Last accounts made up to **31 December 2020**

Confirmation statement

Next statement date **14 December 2022**
due by **28 December 2022**

Last statement dated **14 December 2021**

Nature of business (SIC)

- 64209 - Activities of other holding companies not elsewhere classified

[Tell us what you think of this service \(https://www.research.net/r/S78XJMV\)](https://www.research.net/r/S78XJMV) [Is there anything wrong with this page? \(/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/12862836\)](/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/12862836)

[Policies](#) [Link opens in new tab](#)

[Cookies \(https://beta.companieshouse.gov.uk/help/cookies\)](https://beta.companieshouse.gov.uk/help/cookies)

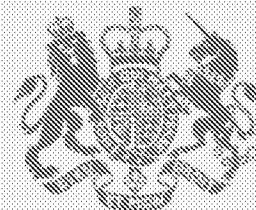
[Contact us](#) [Link opens in new tab](#)

[Accessibility statement](#)

[\(https://beta.companieshouse.gov.uk/help/accessibility-statement\)](https://beta.companieshouse.gov.uk/help/accessibility-statement)

[Developers](#) [Link opens in new tab](#)

Built by [Companies House](#)



© Crown copyright