

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albena Taneva		03/07/2022	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Luxury Leather Limited		
Street Address:	45 Pall Mall		
City:	London		
State/Country:	ENGLAND		
Postal Code:	SW1Y 5JG		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90316154	PAVONI	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@Knobbe.com		
Correspondent Name:	Jeff Van Hoosear		
Address Line 1:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 2:	2040 Main Street 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
DOMESTIC REPRESENTATIVE			
Name:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Jeffery Van Hoosear		
SIGNATURE:	/JVH/		
DATE SIGNED:	05/16/2022		
Total Attachments: 7			

OP \$40.00 90316154

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Clarion

DATED

7 March

2022

(1) ALBENA TANEVA

(1) ALAN NEWBERRY

AND

(2) LUXURY LEATHER LIMITED

**CONFIRMATORY ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

Clarion Solicitors Limited
Elizabeth House
13-19 Queen Street
Leeds
LS1 2TW

Ref: SHM/413499

TRADEMARK
REEL: 007728 FRAME: 0537

THIS DEED is dated

7 March

2022

Parties

- (1) **ALBENA TANEVA** of 45 Pall Mall, London, SW1Y 5JG ("**Albena Taneva**");
 - (2) **ALAN NEWBERRY** of Flat 404, Block C, 27 Green Walk, London SE1 4TQ ("**Alan Newberry**");
- and
- (3) **LUXURY LEATHER LIMITED** incorporated and registered in England and Wales with company number 07431661 whose registered office is at 45 Pall Mall, London, England, SW1Y 5JG (the "**Assignee**").

BACKGROUND

- (A) Albena Taneva and Alan Newberry have both agreed to assign all rights, title and interests in and to the Assigned Rights which they may each individually hold to the Assignee on the terms set out in this Deed.

Agreed terms

1. Definitions and Interpretations

- 1.1 In this Deed, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Assigned Rights: all and any Intellectual Property Rights, owned, acquired or created by or on behalf of Albena Taneva and/or Alan Newberry and howsoever arising, including but not limited to those set out in Schedule 1;

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

Intellectual Property Rights: any and all patents, rights to inventions, copyright and related rights, moral rights, trademarks 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, rights in computer software, 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.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 References to clauses and schedules are to the clauses and the schedule of this Deed.
- 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 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 References to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after this Deed) under that legislation.

1.8 Except where the context any words following the terms "including", "include", "for example" or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions.

2. Assignment

In consideration of £10.00 and other good and valuable consideration Albena Taneva and Alan Newberry hereby each assign to the Assignee absolutely with full title guarantee all of their individual rights, title and interest in and to the Assigned Rights, including any and all statutory and common law rights attaching to the Assigned Rights, and any rights to bring, make, oppose, defend and 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 Assigned Rights, whether occurring before, on, or after the date of this Deed.

3. Warranties

3.1 Albena Taneva and Alan Newberry both individually warrant that:

- 3.1.1 they are the sole, or joint, legal and beneficial owner of the Assigned Rights;
- 3.1.2 they have not licensed or assigned any of their individual rights or interests in the Assigned Rights;
- 3.1.3 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 3.1.4 they are unaware of any infringement or likely infringement of any of the Assigned Rights;
- 3.1.5 as far as they are each aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; and
- 3.1.6 as far as they are aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

4. Moral Rights

4.1 Albena Taneva and Alan Newberry both individually confirm that all moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights subsisting in any territory of the world, have been waived.

5. General

5.1 **Notices.** Notices required to be given under this Deed shall be sent by any of the means set out below. Notices shall be deemed to have been duly received:

- 5.1.1 if delivered by email, on the date and at the time identified in the sender's sent items (provided that there is no rejection message from the email address), provided that if it is received by the recipient on a non-Business Day, or after 4pm on a Business Day, then it shall be deemed to be received at 9am on the next Business Day;
- 5.1.2 if delivered personally, when left at the address, listed in this Deed, of the relevant party or otherwise the address notified by the recipient to the other party in writing; or
- 5.1.3 if sent by pre-paid first class post or recorded delivery, at 9.00am on the second day (excluding weekends and public holidays) after posting; or
- 5.1.4 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

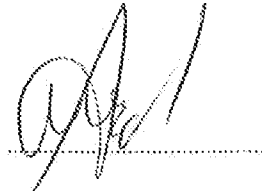
5.2 **Further assurance.** At the Assignee's reasonable expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver

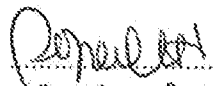
such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

- 5.3 **Entire Agreement.** This Deed constitutes the entire agreement between the parties relating to the Assigned Rights and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, relating to the Assigned Rights, whether written or oral, relating to its subject matter. 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 Deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Deed.
- 5.4 **Third party rights.** No one other than a party to this Deed, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 5.5 **Variation.** No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 5.6 **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under this Deed or by law.
- 5.7 **Severance.** If any provision of this Deed is or becomes illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from this Deed. 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.
- 5.8 **Counterparts.** This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 5.9 **Governing Law and Jurisdiction.** This Deed and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to determine any claim, dispute or difference arising under or in connection with this Deed or its subject matter or formation including (without limitation) any non-contractual obligations save that the Assignee may enforce the Assigned Rights in any competent jurisdiction.

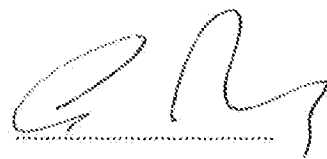
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

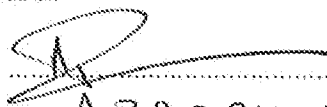
EXECUTED as a DEED by acting by ALBENA TANEVA in the presence of:



Witness Signature: 
Witness Name: SERENA CIPOLLETTI
Witness Address: Via Turati 11 - 63813 MONTE URANO
Tel. e Fax +39 0734 241846
P IVA: 01891940445
serena.cipolletti@legalmail.it
Witness Occupation: UNYER

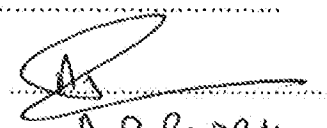
EXECUTED as a DEED by acting by ALAN NEWBERRY in the presence of:



Witness Signature: 
Witness Name: A.P. RODRIGUES
Witness Address: 9 THORNCLIFFE RD
OXFORD OX2 7BA
Witness Occupation: DIRECTOR

EXECUTED as a DEED by LUXURY LEATHER LIMITED ACTING BY ALAN NEWBERRY A DIRECTOR IN THE PRESENCE OF:



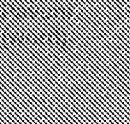



Director



Witness Signature: 
Witness Name: A.P. RODRIGUES
Witness Address: 9 THORNCLIFFE RD
OXFORD OX2 7BA
Witness Occupation: DIRECTOR

Schedule 1 – Assigned Rights


Any and all intellectual property rights in:

- the domain name pavoni.com and all relevant passwords and user details;
- all content on the website found at pavoni.com;
- the social media pages which relate to the PAVONI brand including all relevant passwords and user details and content thereon;
- the following registered trade marks:

Jurisdiction	Trade Mark Number	Mark	Status	Filing Date	Date of entry on register	Class(es)	Current Registered Owner(s)
UK	UK00002605261		Registered	21 December 2011	06 April 2012	18 and 25	Alan Newberry and Albena Taneva
UK	UK00003577367		Registered	14 May 2021	14 May 2021	18	Alan Newberry
China			Registered	28 July 2015	28 July 2015	18	Alan Newberry and Albena Taneva
China			Registered	14 March 2013	14 March 2013	18	Alan Newberry and Albena Taneva
			Pending		N/A	18	Alan Newberry

Jurisdiction	Trade Mark Number	Mark	Status	Filing Date	Date of entry on register	Class(es)	Current Registered Owner(s)
	0001470698		Registered	03 June 2011	14 December 2011	18	Alan Newberry and Albena Taneva
			Pending		N/A	18	Albena Taneva

- the following registered design:

Jurisdiction	Design Number	Design	Status	Date of entry in register	Renewal Date	Current Registered Owner
	6137653			19 May 2021	19 May 2026	

- any promotional, marketing and advertising materials (whether hardcopy or electronic) which relate to the PAVONI brand;
- any graphical material, graphical user interfaces, layouts, websites, mobile and tablet device applications, artwork, photographs, images, drawings, video and audio releases, designs, slogans, text and digital publications which relate to the PAVONI brand;
- all databases (including structure and database schema and any email database) and data owned by Albena Taneva and/or Alan Newberry which relates to the PAVONI brand.