

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM746969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Agora Retail Limited		09/24/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Luidin Connected Limited		
<b>Street Address:</b>	1 Grant's Row		
<b>City:</b>	Dublin 2		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Limited Liability Company: IRELAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4198556	FAB	
<b>Registration Number:</b>	4198555	FAB	
<b>Registration Number:</b>	4665455	FAB	
<b>Registration Number:</b>	4651208	FAB	
<b>Registration Number:</b>	4350737	FAB	
<b>Registration Number:</b>	4197722	FAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	nolenetreacy@fod.ie		
<b>Correspondent Name:</b>	Nolene Treacy (Flynn O'Driscoll LLP)		
<b>Address Line 1:</b>	Unit 2B, Galway Technology Centre,		
<b>Address Line 2:</b>	Mervue Business Park		
<b>Address Line 4:</b>	Galway, IRELAND		
<b>NAME OF SUBMITTER:</b>	Nolene Treacy		
<b>SIGNATURE:</b>	/Nolene Treacy/		
<b>DATE SIGNED:</b>	08/09/2022		
<b>Total Attachments: 11</b>			
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source=Deed of Trade Mark Assignment dated 24.09.18\_Redacted#page11.tif

Execution

Dated *26<sup>th</sup> September*

2018

**AGORA RETAIL LIMITED**  
and  
**LUIDIN CONNECTED LIMITED**

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**DEED OF ASSIGNMENT OF TRADEMARK**

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**FOD** Flynn O'Driscoll  
Business Lawyers

No. 1 Grant's Row, Lower Mount Street  
Dublin, D02 HX96  
Ireland

Tel: 353 1 6424220  
Email: [info@fod.ie](mailto:info@fod.ie)

**TRADEMARK**  
**REEL: 007797 FRAME: 0863**

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THIS DEED is made on the 24<sup>th</sup> day of September 2018

**BETWEEN**

- (1) **AGORA RETAIL LIMITED** incorporated and registered in Ireland with company number 538331 whose registered office is at Heritage Business Park, Bessboro Road, Blackrock, Cork (the "Assignor"); and
- (2) **LUIDIN CONNECTED LIMITED** incorporated and registered in Ireland with company number 608002 whose registered office is at 1 Grant's Row, Dublin 2 (the "Assignee").

**RECITALS**

The Assignor is the proprietor of the Trade Marks (as defined below).

By the Main Agreement (as defined below) the Assignor has agreed to assign the Trade Marks to the Assignee, with effect from the Completion Date, on the terms set out in this Trade Mark Assignment.

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

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

**1.1 Definitions:**

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

**"Main Agreement"** means an asset purchase agreement dated on or around the date of this Trade Mark Assignment between the Assignor, [REDACTED] and the Assignee.

**"Trade Marks"** means the registered trade marks, short particulars of which are set out in *Schedule 1*.

**1.2** Capitalised terms not defined in this Trade Mark Assignment shall have the meaning set out in the Main Agreement

**1.3** Clause, Schedule and paragraph headings shall not affect the interpretation of this Trade Mark Assignment.

**1.4** A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**1.5** The Schedules form part of this Trade Mark Assignment and shall have effect as if set out in full in the body of this Trade Mark Assignment. Any reference to this Trade Mark Assignment includes the Schedules.

**1.6** References to clauses and Schedules are to the clauses and Schedules of this Trade Mark Assignment.

- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 This Trade Mark Assignment shall be binding on, and enure to the benefit of, the parties to this Trade Mark Assignment 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.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes email.
- 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 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.

## **2. ASSIGNMENT**

- 2.1 Pursuant to and for the consideration set out in the Main Agreement, the Assignor as legal and beneficial owner 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; and
- 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 or services in respect of which the Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend, 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 Trade Mark Assignment.
- 2.2 The Assignee shall be responsible for submitting all necessary filings in the relevant registries to record the change of proprietor of the Trade Marks. Any disclosure of the terms of this Trade Mark Assignment as part of such filings will be limited to extracts of the Trade Mark Assignment necessary to effect such filings.

**3. WARRANTIES**

- 3.1 Each party warrants and undertakes with the other party and its successors in title and assigns that it has full power and authority to enter into and perform this Trade Mark Assignment and that it has obtained all requisite consents such that when executed this Trade Mark Assignment will constitute a legal, valid and binding obligation on such party in accordance with the terms of this Trade Mark Assignment.
- 3.2 The Assignor warrants that:
- 3.2.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
  - 3.2.2 it is properly registered as the applicant or registered proprietor of the Trade Marks listed in *Schedule 1*;
  - 3.2.3 all application, registration, renewal and other fees in respect of each of the Trade Marks listed in *Schedule 1* have been paid;
  - 3.2.4 it has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks;
  - 3.2.5 each Trade Mark is free from any security interest, option, mortgage, charge or lien;
  - 3.2.6 it has not acquiesced in the unauthorised use of any Trade Mark;
  - 3.2.7 each registered Trade Mark is valid and subsisting and is not subject to, or, to the best of the Assignor's knowledge, likely to be subject to, amendment, challenge to validity, removal or surrender;
  - 3.2.8 it is unaware of any infringement or likely infringement of any Trade Mark;
  - 3.2.9 no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;
  - 3.2.10 so far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party; and
  - 3.2.11 all previous assignments of the Trade Marks are valid and all previous assignments of the Trade Marks listed in *Schedule 1* were registered within applicable time limits.

**4. FURTHER ASSURANCE**

- 4.1 For a period of one year after the Completion Date and at the sole cost of the Assignee, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Trade Mark Assignment, including registration of the Assignee as applicant for or registered proprietor of the Trade Marks listed in *Schedule 1*.

- 4.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recording of the assignment of the Trade Marks listed in *Schedule 1* to the Assignee:
- 4.2.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
  - 4.2.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
  - 4.2.3 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);
  - 4.2.4 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, marked for the attention of John Larkin or any other person that the Assignee notifies to the Assignor from time to time; and
  - 4.2.5 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).
- 4.3 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the Completion Date all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.
- 4.4 The Assignor appoints the Assignee to be its attorney in his 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 Trade Mark Assignment. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Trade Mark Assignment and the proprietary interest of the Assignee in the Trade Marks 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.
- 4.5 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 this clause.
- 4.6 Any acts, deeds and/or documents requested to be executed by the Assignor under this *clause 4* shall be no more onerous to the Assignor than the terms of this Trade Mark Assignment.

5. **CERTIFICATE OF VALUE**

It is hereby certified that this Trade Mark Assignment gives effect to a transfer of a trade mark within the meaning of section 101 of the Stamp Duties Consolidation Act 1999.



**6. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Trade Mark Assignment 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.

**7. ENTIRE AGREEMENT**

7.1 This Trade Mark Assignment and the Main 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.

7.2 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 Trade Mark Assignment or the Main Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Trade Mark Assignment.

**8. VARIATION**

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

**9. SEVERANCE**

9.1 If any provision or part-provision of this Trade Mark Assignment 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 Trade Mark Assignment.

9.2 If any provision or part-provision of this Trade Mark Assignment is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**10. COUNTERPARTS**

10.1 This Trade Mark Assignment 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.

10.2 Transmission of the executed signature page of a counterpart of this Trade Mark Assignment by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Trade Mark Assignment. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

10.3 No counterpart shall be effective until each party has executed at least one counterpart.

**11. NOTICES**

11.1 Any notice or other communication given to a party under or in connection with this Trade Mark Assignment shall be in writing and shall be:

11.1.1 delivered by hand or by pre-paid registered 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

11.1.2 sent by email to the relevant email address as nominated by each party from time to time.

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

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

11.2.2 if sent by pre-paid registered 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; and

11.2.3 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, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.3 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.

**12. GOVERNING LAW**

This Trade Mark 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 Ireland.

**13. JURISDICTION**

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Trade Mark Assignment or its subject matter or formation.

This document has been executed as a deed and delivered by the undersigned signatories on the date first above written.

**SCHEDULE 1  
Trade Mark**

The Trade Mark:

**Fab.**♥

as is trademarked in multiple regions as per the below information:

<u>Classes</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>
35	USA	85368444	July 1, 2011	4350737
35	USA	85509958	January 5, 2012	4197722
45	USA	85560161	March 5, 2012	4198555
9	USA	85560197	March 5, 2012	4198556
35	USA	85683373	July 20, 2012	4665455
9 35 42	USA	85821791	January 11, 2013	4651208

GIVEN under the common seal  
of **AGORA RETAIL LIMITED**

  
Signature - Director

Fiachra Kieran  
Print Name

  
Signature - Director/Secretary

William Casey  
Print Name

GIVEN under the common seal  
of **LUIDIN CONNECTED LIMITED**

\_\_\_\_\_  
Signature - Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature - Director/Secretary

\_\_\_\_\_  
Print Name

GIVEN under the common seal  
of **AGORA RETAIL LIMITED**


\_\_\_\_\_  
Signature - Director

\_\_\_\_\_  
Print Name

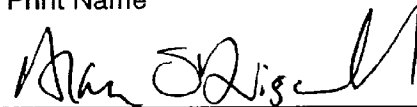
\_\_\_\_\_  
Signature – Director/Secretary

\_\_\_\_\_  
Print Name

GIVEN under the common seal  
of **LUIDIN CONNECTED LIMITED**

  
\_\_\_\_\_  
Signature - Director

*JOHN LARKIN*  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature – Director/Secretary

*ALAN O'DRISCOLL*  
\_\_\_\_\_  
Print Name

Print Name

.....  
**For and on behalf of  
FLYNN O'DRISCOLL  
SECRETARIAL LIMITED**

