

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769050

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
RESUBMIT DOCUMENT ID:	900719430		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Industries Holding B.V.		12/10/2021	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	Deloro Wear Solutions GmbH		
Street Address:	Zur Bergpflege 53-53		
City:	Koblenz		
State/Country:	GERMANY		
Postal Code:	56070		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1154508	DELORO	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	56368.00.0008		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	11/21/2022		
Total Attachments: 12			
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IP Purchase Agreement

between

Madison Industries Holding B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, registered with the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 64550990 and having its registered seat in Heerenveen, the Netherlands, and its registered address at Laan van Diepenvoorde 3, 5582LA Waalre, the Netherlands

– the "Seller" –

and

Deloro Wear Solutions GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Koblenz, Germany, under number HRB 1922 and having its registered seat in Koblenz, Germany, and its registered address at Zur Bergpflege 51-53, 56070 Koblenz, Germany

– the "Purchaser" –

The Seller and the Purchaser are hereinafter jointly referred to as "**Parties**" or individually as a "**Party**".

Preamble

1. The Seller owns the intellectual property rights shown in Exhibit 1 ("Sold IP Rights").
2. The Seller is willing to sell the Sold IP Rights to the Purchaser and the Purchaser wishes to acquire such Sold IP Rights from the Seller, as contemplated by section 1.2.2 of that certain share purchase agreement dated October 26, 2021 between, amongst others, the Seller and Deloro Group Holdings Inc. (deed no. 5565/2021 of the notary public Dr. Joachim Tebben of Dusseldorf) ("SPA").

Now, therefore, the Parties hereby enter into the following agreement ("**Agreement**"):

§ 1

Sale and Purchase of the Sold IP Rights

Upon the terms and subject to the conditions of this Agreement, Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller, the Sold IP Rights with effect as of the Closing (as defined in the SPA).

§ 2

Transfer and Assignment of the Sold IP Rights

Seller hereby transfers the Sold IP Rights to Purchaser, and Purchaser hereby accepts this transfer, with effect as of the Closing (as defined in the SPA).

§ 3


Further Undertakings of the Parties

- (1) Upon Purchaser's request the Seller shall make all statements and declarations, sign and deliver all further instruments of transfer, and undertake all actions which are or will be reasonably necessary to effect the sale and transfer of the Sold IP Rights and to effect the registration of the Purchaser as the new owner of the Sold IP Rights in the relevant registers, if applicable. The foregoing shall include, without limitation, the execution and delivery of all requisite statements, declarations, instruments of transfer and forms to be submitted to relevant IP registers or other competent institutions. For the avoidance of doubt, Seller's cooperation under this § 3 (1) is included in the purchase price of § 4.

- (2) All costs, fees, registration duties or other charges payable in connection with the sale and transfer of the Sold IP Rights and registration of the Purchaser as the new owner shall be borne by the Purchaser.
- (3) If and to the extent the transfer of any of the Sold IP Rights pursuant to § 1 and 2 cannot be effected because of any transfer restrictions applicable in any relevant jurisdiction or because of any similar reasons, the Seller and the Purchaser shall cooperate and agree on such reasonable and mutually acceptable arrangements as are required in order to put the Purchaser economically in the same position it would have been in had such transfer been effected. The foregoing shall include, without limitation, that the Parties shall enter into an appropriate exclusive licensing agreement.
- (4) To the extent not in the possession or under the control of Purchaser on the date hereof, the Seller shall, without undue delay after the date hereof, deliver to the Purchaser all files and documents relating to the Sold IP Rights which are in the possession or under the control of Seller (including files and documents held by outside counsel), including, without limitation, any correspondence with national and international authorities (in particular trademark authorities or institutions), service providers, outside counsel and third parties. The Seller may retain copies of these documents.

§ 4

Purchase Price

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- (3) The purchase price (including any adjustment thereof) is a net amount that does not yet include any value added tax ("VAT"), and Purchaser shall pay to Seller in addition to the purchase price (and, as the case may be, any adjustment thereof) an amount equal to any VAT that is imposed on Seller and becomes chargeable on the sale and transfer of the Sold IP Rights.

§ 5

Representations and Warranties

- (1) The Seller makes no representations or warranties under this Agreement with respect to the Sold IP Rights, whether explicit or implied. In particular, the Seller does not represent or warrant that the Sold IP Rights are valid and would be upheld should their validity be challenged. Unless explicitly provided otherwise in this Agreement, neither Party shall have (i) any right to demand a reduction of remuneration (*Minderung*), rescind (*zurücktreten*) from this Agreement or to require the unwinding of the transactions contemplated therein (e.g., by way of *großer Schadenersatz* or *Schadenersatz statt der Leistung*), (ii) any claim for defects under sections 437 through 441 of the German Civil Code (BGB), (iii) any claim for breach of pre-contractual obligations (*culpa in contrahendo*, sections 241 para. 2 and 311 paras. 2 and 3 of the German Civil Code (BGB)), or (iv) any claim or right arising from frustration of contract pursuant to section 313 of the German Civil Code (BGB) (*Störung der Geschäftsgrundlage*), save for any remedies of the Parties based on willful deceit (*arglistige Täuschung*) or intentional breach of duties (*vorsätzliche Pflichtverletzung*). For the avoidance of doubt, this shall not limit or exclude primary obligations of the Parties to perform in accordance with this Agreement. For the avoidance of doubt, section 311a of the German Civil Code (BGB) shall remain unaffected by this § 5 (1).

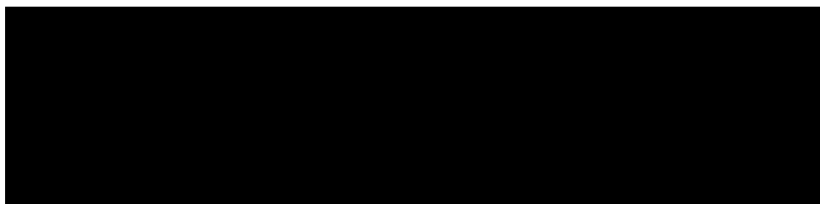
- (2) Any representations and warranties regarding the Sold IP Rights set out in the SPA remain unaffected.

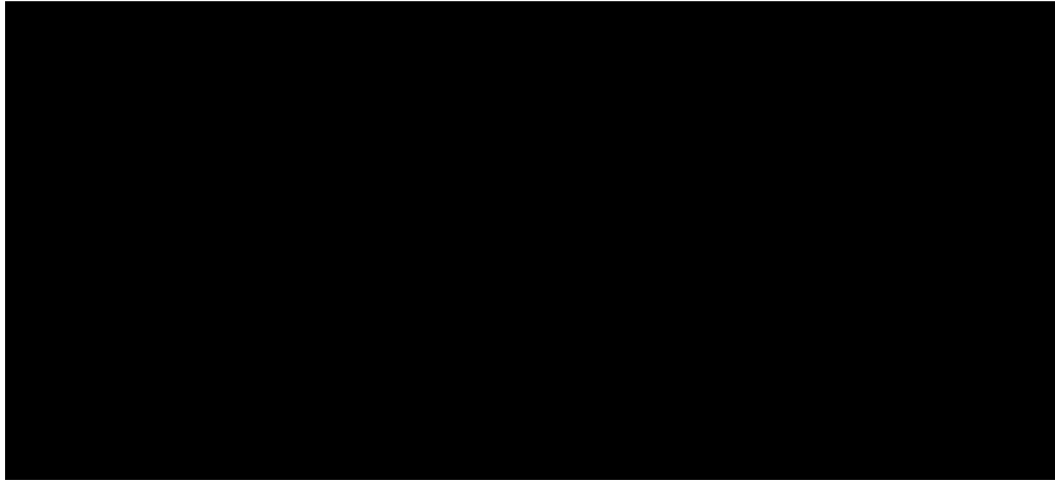
§ 6

Miscellaneous

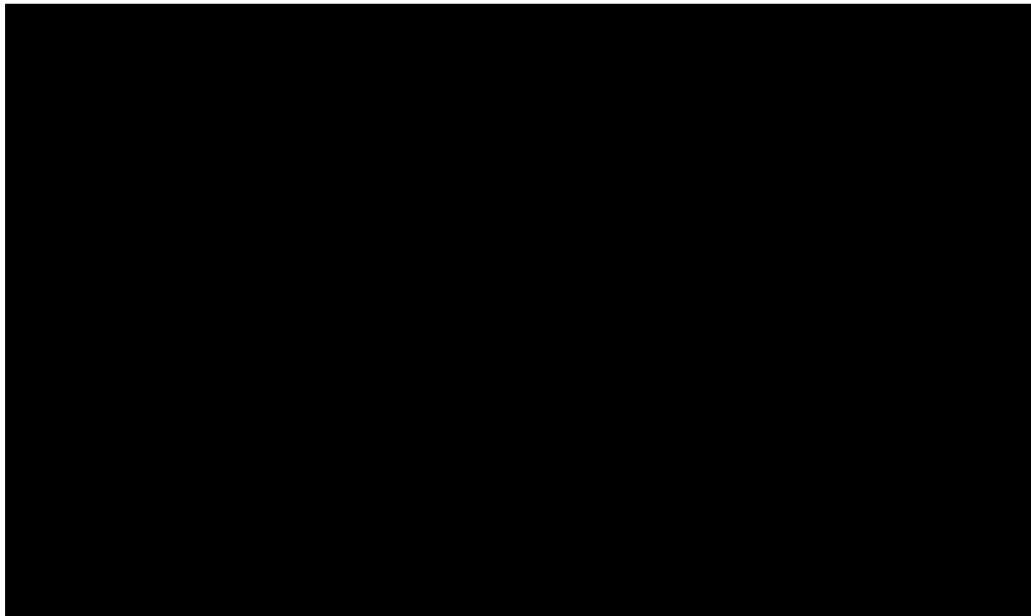
- (1) All notices, requests and other communications hereunder shall be made in writing in the English language and delivered by hand, by courier or by telefax (provided that the telecopy is promptly confirmed in writing) or in electronic form (sec. 127 para. 3 BGB) to the person at the address set forth below, or such other address as may be designated by the respective Party or Parties to the other Party or Parties in the same manner:

To Seller:





To Purchaser:



- (2) This Agreement (including this § 6 para. 2) may be amended or waived only if such amendment or waiver is (i) by written instrument executed by all Parties and explicitly refers to this Agreement or (ii) by notarized deed, if required by Law.
- (3) This Agreement contains all agreements between the Parties relating to the subject matter of this Agreement and supersedes all previous agreements between the parties in respect of the subject matter of this Agreement.
- (4) This Agreement shall be governed by, and construed in accordance with, the laws of Germany (excluding conflict of laws rules). Any dispute arising out of or relating to this

Agreement, or the breach, termination or invalidity thereof, shall be finally settled, under exclusion of any state court's competence, by arbitration in accordance with the Arbitration Rules of Deutsche Institution für Schiedsgerichtsbarkeit e.V. (*DIS*). The arbitral tribunal shall consist of three arbitrators. Each arbitrator shall be eligible for the office of a judge in Germany. The place of arbitration shall be Düsseldorf, Germany. The language to be used in the arbitral proceedings shall be German, provided that no Party shall be under an obligation to provide to the arbitral tribunal German translations of any contracts and agreements in the English language. The right to obtain injunctive relief before state courts shall not be excluded hereby.


- (5) If and to the extent that the arbitral tribunal does not have jurisdiction, the default venue shall be Düsseldorf, Germany. In such event, the Regional Court (*Landgericht*) shall have exclusive jurisdiction.
- (6) The Exhibit to this Agreement is an integral part of this Agreement and any reference to this Agreement includes this Agreement and the Exhibit as a whole.
- (7) Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. The same shall apply: (i) if the Parties have, unintentionally, failed to address a certain matter in this Agreement (*Regelungslücke*); in this case a suitable and equitable provision shall be deemed to have been agreed upon which comes as close as possible to what the Parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or (ii) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a legally permissible time period or performance shall be deemed to have been agreed which comes as close as possible to the stipulated time period or performance.

[*Signature pages following*]

[Signature Page to IP Purchase Agreement]

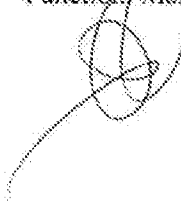
Date: December 10, 2021

Madison Industries Holding B.V.:



Name: **Madison Industries Coöperatief U.A.**
Function: Managing Director
By: Jan Willem Radstaak
Function: Managing Director

Name: **Madison Industries Coöperatief U.A.**
Function: Managing Director
By: Christian Bernert
Function: Managing Director



[Signature Page to IP Purchase Agreement]

Date: December 10, 2021

Madison Industries Holding B.V.:

Name: Madison Industries Coöperatief U.A.
Function: Managing Director
By: Jan Willem Radstaak
Function: Managing Director

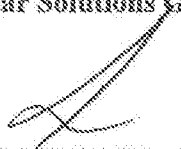


Name: Madison Industries Coöperatief U.A.
Function: Managing Director
By: Christian Bernert
Function: Managing Director

[Signature Page to IP Purchase Agreement]

Date: December 10, 2021

Deloro Wear Solutions GmbH:



Name: Markus Ohlemacher

Funktion: Geschäftsführer (Managing Director)

Name: Michael Rünz

Funktion: Geschäftsführer (Managing Director)

[Signature Page to IP Purchase Agreement]

Date: December 10, 2021

Deloro Wear Solutions GmbH:

Name: Markus Ohlemacher

Funktion: Geschäftsführer (Managing Director)



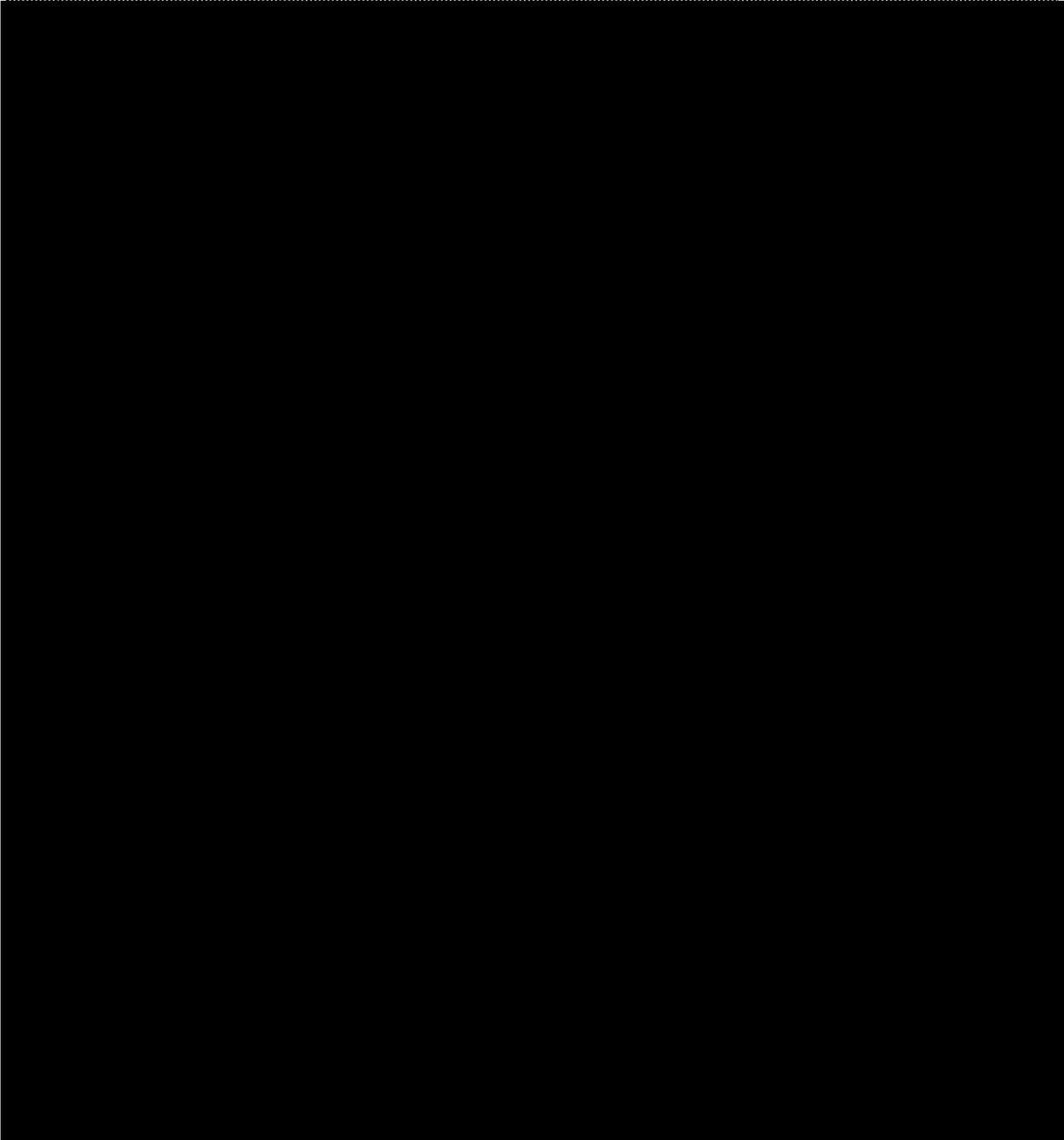
Name: Michael Rünz

Funktion: Geschäftsführer (Managing Director)

Exhibit 1

Sold IP Rights

#	Nature (type and subject matter)	Jurisdiction(s) where Registered or Application Filed	Registration or Application Number(s)	Registered Owner / IP Seller
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#	Nature (type and subject matter)	Jurisdiction(s) where Registered or Application Filed	Registration or Application Number(s)	Registered Owner / IP Seller
[REDACTED]				
32.	Trademark - DELORO	United States of America	1,154,508	Madison Industries Holding B.V.

[REDACTED]