

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WPO LTD		10/27/2022	limited company (Ltd.): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	KG PHYSIO LTD		
Street Address:	Wisteria Grange Barn, Pikes End		
City:	Pinner, Middlesex		
State/Country:	UNITED KINGDOM		
Postal Code:	HA5 2EX		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6052434	OLIVER JAMES	
Registration Number:	5035799	OLIVER JAMES	
CORRESPONDENCE DATA			
Fax Number:	9137775601		
<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:	913-777-5600		
Email:	trademarks@eriseip.com		
Correspondent Name:	Erise IP, P.A.		
Address Line 1:	7015 College Blvd.		
Address Line 2:	Suite 700		
Address Line 4:	Overland Park, KANSAS 66211		
NAME OF SUBMITTER:	Carrie Bader		
SIGNATURE:	/Carrie Bader/		
DATE SIGNED:	11/10/2022		
Total Attachments: 5			
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY



DATED 27 October 2022

PARTIES

- 1) **WPO LTD** a private company limited by shares incorporated and registered in England and Wales under registered number 08995736 whose registered office is at Wisteria Grange Barn, Pikes End, Pinner, Middlesex HA5 2EX, United Kingdom (the “**Assignor**”); and
- 2) **KG PHYSIO LTD**, a private company limited by shares incorporated and registered in England and Wales under registered number 09233594 whose registered office is at Wisteria Grange Barn, Pikes End, Pinner, Middlesex HA5 2EX, United Kingdom (the “**Assignee**”).

RECITALS

- A) The Assignor and the Assignee are each wholly owned subsidiaries of Heroes Technology Ltd.
- B) The Assignor used to conduct the Business, which it has transferred to the Assignee pursuant to the Business Transfer Agreement.
- C) The Assignor hereby assigns the Assigned Rights to the Assignee on the terms of this Deed.

OPERATIVE CLAUSES

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed:

“**Assigned Rights**” means all Intellectual Property Rights in relation to the Business, including all those registered Intellectual Property Rights set out in the Schedule;

“**Business**” means each business carried out by the Assignor under the Business Name;

“**Business Name**” means Oliver James and associated sub-brands;

“**Business Transfer Agreement**” means the Business Transfer Agreement dated on or around the date of this Deed between the Assignor and the Assignee; and

“**Intellectual Property Rights**” means all patents, utility models, rights to inventions, copyright and neighbouring related rights, moral rights, trade marks and service marks, business 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. References to a “**clause**” are to a clause of this Deed and references to “**the Schedule**” are to the schedule to this Deed. Any reference to “**this Deed**” is a reference to this document, including the Schedule.

1.3. In the event of any inconsistency between the provisions of the main body of this Deed and those of the Schedule, the provisions of the main body of this Deed shall prevail.

1.4. The word “including” or other similar or derivative expressions shall be deemed to be followed by the words “without limitation”.

2. ASSIGNMENT

In consideration of £1.00, receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its property, right, title and interest in and to:

- (A) the Assigned Rights; and
- (B) the right to bring and defend proceedings and obtain and retain any relief recovered (including damages or an account of profits) 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. MORAL RIGHTS

The Assignor, being the sole author of the Assigned Rights owned by the Assignor or registered in the name of the Assignor, irrevocably and unconditionally waives in favour of the Assignee all and any moral or equivalent rights (whether conferred by the Copyright, Design and Patents Act 1988 or otherwise) which the Assignor may now or at any time possess in respect of the works comprised within such Assigned Rights in so far as legally possible in any part of the world.

4. FURTHER ASSURANCE

The Assignor shall, at the cost and at the request of the Assignee, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which the Assignee reasonably considers necessary to give full effect to this Deed or to vest in the Assignee the full benefit of the Assigned Rights including registration of the Assignee as applicant or proprietor of the Assigned Rights.

5. WAIVER

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

6. ENTIRE AGREEMENT AND VARIATION

- 6.1. The parties agree and acknowledge that this Deed:
 - (A) is ancillary to the Business Transfer Agreement, and forms part of the wider transaction contemplated by that document; and
 - (B) together with the Business Transfer Agreement and other documents entered pursuant to the Business Transfer Agreement constitutes the entire agreement between the parties relating to transactions in the Business Transfer Agreement and supersedes any previous agreements between the parties with respect to such transactions.
- 6.2. No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Deed.

7. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions of this Deed shall not affect the continuation in force of the remainder of this Deed.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same Assignment.

9. GOVERNING LAW AND JURISDICTION

- 9.1. This Deed and any non-contractual obligations arising in connection with it and, unless provided otherwise, any document entered into in connection with it) shall be governed by and construed in accordance with English law.
- 9.2. The English courts have exclusive jurisdiction to determine any dispute arising in connection with this Deed (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.

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

SCHEDULE - Assigned Rights

Owner	IPR	Territory	Right	Status	App. date	Reg. date	Reg. No	Classes
WPO Ltd	OLIVER JAMES	EU	Trade Mark	Registered	2019-05-07	2019-08-22	18062171	10
WPO Ltd	SIX NINE	EU	Trade Mark	Registered	2018-11-23	2019-03-12	17990210	10
WPO Ltd	HENRY CHARLES	EU	Trade Mark	Registered	2018-05-21	2019-09-04	17903438	21
WPO Ltd	OLIVER JAMES	EU	Trade Mark	Registered	2017-12-19	2018-04-23	17618182	21
WPO Ltd	OLIVER JAMES	US	Trade Mark	Registered	2019-10-08	2020-05-12	6052434	10
WPO Ltd	Toothbrush heads	EU	Regd. Design	Registered	2019-09-27	2019-10-10	006937876-0001,2,3,4	4
WPO Ltd	OLIVER JAMES	US	Trade Mark	Registered	2016-01-26	2016-09-06	5035799	21
WPO Ltd	OLIVER JAMES	UK	Trade Mark	Registered	2015-04-16	2015-07-17	UK00003104247	21
WPO Ltd	OLIVER JAMES	UK	Trade Mark	Registered	2016-06-23	2016-09-23	UK00003171035	22
WPO Ltd	OLIVER JAMES	UK	Trade Mark	Registered	2017-12-19	2018-04-23	UK00917618182	21
WPO Ltd	OLIVER JAMES	UK	Trade Mark	Registered	2019-05-07	2019-08-22	UK00918062171	10
WPO Ltd	HENRY CHARLES	UK	Trade Mark	Registered	2018-05-21	2018-09-04	UK00917903438	21
WPO Ltd	Neck Massager (Massage Machine)	EU	Regd. Design	Registered	2020-03-03	2020-09-03	007732458-0001,2,3	28

EXECUTION PAGE

Executed and delivered AS A)
DEED by **ALESSIO BRUNI**,)
director and **ALASTAIR**)
ZUCKER, company secretary,)
for and on behalf of **WPO LTD**)

DocuSigned by:
Alessio Bruni
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DocuSigned by:
Al Zucker
2C90D616C03541E...

Executed and delivered AS A)
DEED by **ALESSIO BRUNI**,)
director and **ALASTAIR**)
ZUCKER, company secretary,)
for and on behalf of **KG PHYSO**)
LTD)

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