

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thread Inc.		11/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Marks and Spencer PLC		
Street Address:	35 North Wharf Road		
Internal Address:	Waterside House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W2 1NW		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86059176	THREAD	
Serial Number:	86059173	THREAD	
Serial Number:	88441145	SOLESET	
Serial Number:	88441141	SOLESET	
Serial Number:	88441143	SOLESET	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<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:	5124825242		
Email:	sespensshade@pirkeybarber.com		
Correspondent Name:	Steven M. Espensshade		
Address Line 1:	1801 East 6th Street		
Address Line 2:	Suite 300		
Address Line 4:	Austin, TEXAS 78702		
NAME OF SUBMITTER:	Steven M. Espensshade		
SIGNATURE:	/sm espensshade/		
DATE SIGNED:	02/15/2023		

OP \$140.00 86059176

Total Attachments: 9

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DATED

30 NOVEMBER

2022

- (1) **THREAD, INC.**
- (2) **MARKS AND SPENCER PLC**

**DEED OF ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

THIS DEED is dated 30 NOVEMBER 2022 and is entered into by and between:

- (1) **THREAD INC.** a Delaware Corporation whose principal office is at 3500 South DuPont Highway, City of Dover, County of Kent, Delaware 19901, United States of America (the “**Assignor**”); and
- (2) **MARKS AND SPENCER PLC** incorporated and registered in England and Wales with company number 00214436 whose registered office is at Waterside House, 35 North Wharf Road, London, W2 1NW (the “**Assignee**”),

(each a “**Party**” and together, the “**Parties**”).

BACKGROUND

- (A) The Assignor is the proprietor of the Assigned Rights (as defined below).
- (B) In connection with the Asset Purchase Agreement (as defined below), the Assignor has agreed to assign the Assigned Rights to the Assignee on the terms set out in this Assignment.
- (C) The Assignor and the Assignee now wish to ensure that the Assigned Rights be assigned unconditionally and irrevocably to the Assignee.

THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

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

“Asset Purchase Agreement” means the asset purchase agreement entered into on or around the date hereof by and between the Assignor and the Assignee.

“Assigned Rights” means the Assignor’s entire right, title and interest in and to:

- (a) the Trade Marks; and
- (b) the Other Assigned Intellectual Property Rights,

together with in each case, all materials embodying such rights, together with all related rights and powers including 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 arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

“Assignment” means this deed of assignment.

“Other Assigned Intellectual Property Rights” means, except the Trade Marks, all Intellectual Property Rights: (i) owned by the Assignor; and (ii) used in connection with the development, support, utilisation and commercialisation of the Thread Personalisation Tool as carried out by the Assignor as of the date of this Assignment.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, 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.

"Thread Personalisation Tool" means the Assignor group's proprietary technology used to recommend fashion products and outfits to male and female consumers.

"Trade Marks" means the registered trade marks owned by the Assignor, short particulars of which are set out in Schedule 1 to this Assignment, together with all goodwill attaching to the same.

"Transaction" means the transaction contemplated by the Asset Purchase Agreement.

1.2 In this Assignment:

- (a) clause headings shall not affect the interpretation of this Assignment;
- (b) the singular includes the plural and vice versa, unless the context otherwise requires;
- (c) references to this Assignment include its Schedules;
- (d) any words following the terms **"including"**, **"include"** or any similar expression shall be construed as illustrative and shall not limit the sense of the description, definition, phrase or terms that comes before the relevant term; and
- (e) any English legal term for any legal document, action, remedy, judicial proceeding, court, official, status, doctrine or any other legal concept shall, in relation to any jurisdiction other than England and Wales, be deemed to include the term which most nearly approximates in that jurisdiction to the English legal term.

2. ASSIGNMENT

- 2.1 The Assignor hereby unconditionally and irrevocably assigns and agrees to assign the Assigned Rights to the Assignee.
- 2.2 The Assigned Rights or any of them are assigned subject to all faults, liens, executions, distrains, encumbrances and claims of third parties, the expense of discharging which shall be met by the Assignor. Unless otherwise required by law (and then only to that extent), the Assignee shall not be liable for any loss arising out of, or due to, or caused by any defect or deficiencies in any or all of the Assigned Rights.

3. FURTHER ASSURANCE

- 3.1 The Assignor shall at the Assignee's expense and only until 12 months after the date of this Assignment:
 - (a) do and execute (or procure that there shall be done and executed) as soon as reasonably practicable after receipt of the Assignee's written notice all such documents, deeds, matters, acts and things as the Assignee may require to vest the Assigned Rights in the Assignee or otherwise to perfect the Assignee's title thereto; and
 - (b) as soon as reasonably practicable after receipt of the Assignee's written request, provide the Assignee with all relevant information and other reasonable assistance required to enable the Assignee to conduct, defend or settle any relevant claims, actions or proceedings in relation to

the Assigned Rights (including producing, in the appropriate form, any evidence of its use of the Assigned Rights).

4. GENERAL PROVISIONS

4.1 Whole Agreement and Variation.

- (a) This Assignment and the Asset Purchase Agreement constitute the whole agreement between the Parties relating to its specific subject matter and supersede and extinguish any prior drafts, agreements and understandings, whether in writing or oral, to the limited extent relating to such specific subject matter, except to the extent that the same are repeated in this Assignment.
- (b) If there is any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.
- (c) Each Party hereto acknowledges that it has not been induced to enter into this Assignment by any representation, warranty promise or assurance (whether made innocently or negligently) by any Party or any other person save for those contained in this Assignment.
- (d) Nothing in this Assignment shall limit or exclude any liability or remedy for fraud, wilful concealment or fraudulent misrepresentation.
- (e) No variation of this Assignment shall be effective unless made in writing and signed by each of the Parties.

4.2 Relationship with Asset Purchase Agreement.

- (a) The parties acknowledge and agree that this Assignment is ancillary to the Asset Purchase Agreement and forms part of the wider Transaction, and that the consideration payable by the Assignee in consideration of the assignment of the Rights under this Assignment is payable under the Asset Purchase Agreement.
- (b) Should a dispute arise in relation to the Transaction, each party should not sue, commence, prosecute or cause to be commenced or prosecuted against the other party any action, suit or other proceeding under this Assignment, and the parties acknowledge and agree that any claim in relation to the Assigned Rights will be brought under the Asset Purchase Agreement (and either party may rely on any limit of liability or other term of the Asset Purchase Agreement).

4.3 **Counterparts.** This Assignment may be executed in any number of counterparts, which shall together constitute one agreement. Any Party may enter into this Assignment by signing any such counterpart.

4.4 **English law.** This Assignment and all matters arising from it (including any dispute relating to the existence, validity or termination of this Assignment or any contractual or non-contractual obligation) shall be governed by, and construed in accordance with, English law.

4.5 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Assignment and all matters arising from it (including any dispute relating to the existence, validity or termination of this Assignment or any contractual or non-contractual obligation).

4.6 **Third Party Rights.** A person who is not a Party to this Assignment shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment.

EXECUTION PAGE TO THE DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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

ASSIGNOR

Executed as a deed by)

THREAD, INC.)


acting by **KIERAN O'NEILL**,)

a director, and)

by **BEN PHILLIPS**)

a director)

Kieran O'Neill
.....


.....

who, in accordance with the laws of the state of Delaware are acting under the authority of Thread, Inc.

ASSIGNEE

Executed as a deed by)

MARKS AND SPENCER PLC)

acting by **NICK FOLLAND**, a director,)

and)

EOIN TONGE, a director)

.....

.....

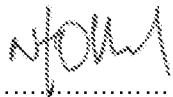
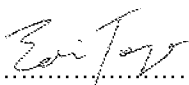
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ASSIGNOR

Executed as a deed by)
THREAD, INC.)
acting by **KIERAN O'NEILL,**)
a director, and)
by **BEN PHILLIPS**)
a director)
who, in accordance with the laws of the
state of Delaware are acting under the
authority of Thread, Inc.



ASSIGNEE

Executed as a deed by)
MARKS AND SPENCER PLC)
acting by **NICK FOLLAND,** a director,)
and)
EOIN TONGE, a director)



SCHEDULE 1

The Trade Marks

No.	Trade mark	Jurisdiction	Registration number	Filing date	Classes	Status
1.	THREAD	EU	011638061	8 March 2013	35, 45	Registered. Renewal due 8 March 2023
2.	THREAD	UK	UK00911638061	8 March 2013	35, 45	Registered. Renewal due 8 March 2023
3.	THREAD	EU	013098702	21 July 2014	9	Registered. Renewal due 21 July 2024
4.	THREAD	UK	UK00913098702	21 July 2014	9	Registered. Renewal due 21 July 2024
5.	THREAD	EU	013098785	21 July 2014	42	Registered. Renewal due 21 July 2024
6.	THREAD	UK	UK00913098785	21 July 2014	42	Registered. Renewal due 21 July 2024
7.	THREAD	EU	013186945	20 August 2014	35	Registered. Renewal due 20 August 2024
8.	THREAD	UK	UK00913186945	20 August 2014	35	Registered. Renewal due 20 August 2024

No.	Trade mark	Jurisdiction	Registration number	Filing date	Classes	Status
9.	 THREAD	UK	UK00003576368	8 January 2021	35, 45	Registered (series of two). Renewal due 8 January 2031
10.	 THREAD	USA	86/059176	9 September 2013	45	Registered. Declaration of Use documents filed. Waiting for response from USPTO
11.	THREAD	USA	86/059173	9 September 2013	35	Registered. Declaration of Use documents filed. Waiting for response from USPTO
12.	MVP	EU	017755455	31 January 2018	14, 18, 25	Registered. Renewal due 31 January 2028
13.	MVP	UK	UK00917755455	31 January 2018	14, 18, 25	Registered. Renewal due 31 January 2028
14.	ARLEN	UK	UK00917926424	4 July 2018	14, 18, 25	Registered. Renewal due 4 July 2028
15.	ARLEN	EU	017926424	4 July 2018	14, 18, 25	Registered. Renewal due 4 July 2028
16.	SOLESET	EU	017999152	13 December 2018	14, 18, 25	Registered. Renewal due 13 December 2028
17.	SOLESET	UK	UK00917999152	13 December 2018	14, 18, 25	Registered. Renewal due 13 December 2028

No.	Trade mark	Jurisdiction	Registration number	Filing date	Classes	Status
18.	SOLESET	USA	88441145	22 May 2019	25	Registered. Declaration of Use due between 21st July 2025 and 21st July 2026
19.	SOLESET	USA	88441141	22 May 2019	14	Registered. Declaration of Use due between 21st July 2025 and 21st July 2026
20.	SOLESET	USA	88441143	22 May 2019	18	Registered. Declaration of Use due between 21st July 2025 and 21st July 2026
21.	SPUN	EU	018169638	20 December 2019	25	Registered. Renewal due 20 December 2029
22.	SPUN	UK	UK00918169638	20 December 2019	25	Registered. Renewal due 20 December 2029

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