

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poultry Ownership LLP		07/21/2019	Limited Liability Partnership: JERSEY
RECEIVING PARTY DATA			
Name:	House Cabinet Limited		
Street Address:	180 The Strand		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2R1EA		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87786484	LADY A	
Serial Number:	87786479		
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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:	502-625-2865		
Email:	jdages@grayice.com		
Correspondent Name:	Joseph R. Dages		
Address Line 1:	4600 Shelbyville Road		
Address Line 2:	#8022		
Address Line 4:	Louisville, KENTUCKY 40257		
NAME OF SUBMITTER:	Joseph R. Dages		
SIGNATURE:	/Joseph R. Dages/		
DATE SIGNED:	03/30/2023		
Total Attachments: 10			
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DATE

21 July 2019

- (1) POULTRY OWNERSHIP LLP
- (2) HOUSE CABINET LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS

This DEED OF ASSIGNMENT is dated

21 July 2019

PARTIES

(1) Poultry Ownership LLP, a limited liability partnership incorporated in Jersey whose registered office is at Ogier House, 44 Esplanade, St Helier, Jersey, JE4 9WG (**Assignor**)

(2) House Cabinet Limited, a company incorporated and registered in England and Wales with company number 12034007 whose registered office is at 72-74 Dean Street, London, W1D 3SG (**Assignee**)

BACKGROUND

(A) The Assignor is the beneficial owner and registered proprietor of the Trade Marks (as defined below).

(B) The Assignor has agreed to assign its right in the Trade Marks to the Assignee on the terms set out in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Deed, the following words and expressions shall have the following meanings:

1.1 Definitions:

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for the transaction of general business;

Registrable IP means and registration of, or application for registration of, any trade mark forming part of the Trade Marks; and

Trade Marks means the registered trade marks and trade mark applications short particulars of which are set out in the attached Schedule.

1.2 The attached Schedule forms part of this Deed and references to this Deed include the Schedule.

1.3 A person includes a natural person, partnerships, corporate or unincorporated body (whether or not having separate legal personality).

1.4 References to clauses and Schedules are to the clauses and Schedules 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, a reference to one gender shall include a reference to the other genders.

1.6 This Deed shall be binding on, and enure to the benefit of, the parties to this Deed 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.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 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.

2. ASSIGNMENT

In consideration of the sum of £1 paid by the Assignee to the Assignor, the receipt of which the Assignor hereby expressly acknowledges, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its worldwide right, title and interest in and to the Trade Marks together with all its intellectual property rights attaching thereto, including all goodwill attaching to the Trade Marks and to that part of the Assignor's business that relates to the goods or services for which the Trade Marks are registered or used, and 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 Deed.

3. WARRANTIES

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
- (b) it has not licensed or assigned any of the Trade Marks;
- (c) the Trade Marks are free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of any of the Trade Marks;
- (e) as far as it is aware, all the Trade Marks 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 Trade Marks, and there is nothing that might prevent any application listed in the Schedule proceeding to grant;
- (f) as far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party;

4. INDEMNITY

4.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach of the warranties contained in clause 3; or
- (b) the enforcement of this Deed.

4.2 At the request of the Assignee and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

4.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.

5. FURTHER ASSURANCE

5.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall at the cost of the Assignor, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Deed, including:

(a) registration of the Assignee as applicant or (as applicable) proprietor of the Trade Marks; and

(b) assisting the Assignee in obtaining, defending and enforcing the Trade Marks and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Trade Marks.

5.2 The Assignor appoints the Assignee to be its attorney in its 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 Deed.

5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Deed and the proprietary interest of the Assignee in the Assigned Rights 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.

5.4 Without prejudice to clause 5.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

(a) take any action that this Deed requires the Assignor to take;

(b) exercise any rights which this Deed gives to the Assignor; and

(c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

5.5 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.

6. 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.

7. ENTIRE AGREEMENT

7.1 This Deed 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Deed.

8. VARIATION

No variation of this Deed 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 Deed 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 Deed.

9.2 If [one party gives notice to the other of the possibility that] any provision or part-provision of this Deed 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 Deed 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 Deed.

10.2 The executed signature page of a counterpart of this Deed] by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the Deed 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. THIRD PARTY RIGHTS

This Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

12. NOTICES

12.1 Any notice [or other communication] given to a party under or in connection with this Deed shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class 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

(b) sent by email to the address specified in this clause which in the case of the Assignor is: legal@yucaipaco.com and in the case of the Assignee is: legal@sohohouse.com.

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

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

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting.

(c) if sent by email, at 9.00 am on the next Business Day after transmission.

12.3 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.

13. GOVERNING LAW

This Deed 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 laws of England.

14. JURISDICTION

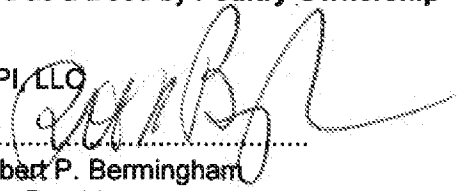
Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

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 Poultry Ownership
LLP

By: RLPI, LLO

By:


Robert P. Bermingham
Vice President

Executed as a Deed by **House Cabinet Limited** acting by *Mala Kuczmarski* a director, in the presence of:


.....
Director

Witness:

Signature: 

Name: *Helen Anne Hoppingale*

Address:

Royalty House
.....
72-74 Dean Street
.....
London W1D 3SG
.....

Occupation: *Lawyer*

SCHEDULE

TRADE MARKS

Trademark	Territory	Registration/Application number	Registration/Application Date	Class
LADY A (logo only) 	UK	UK00003249411	10 August 2017	33
LADY A	UK	UK00003218776	15 March 2017	33
LADY A (logo only) 	USA	87786479	6 February 2018	33
LADY A	USA	87786484	6 February 2018	33
LADY A (logo only) 	EU	017780768	6 February 2018	33
LADY A	EU	017780751	6 February 2018	33