

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805382

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900763235		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SURFDOME SHOP LIMITED		03/20/2023	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC UK BANK PLC		
<b>Street Address:</b>	1 Centenary Square		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	B1 1HQ		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6984583	SURFDOME	
<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>Phone:</b>	2128080700		
<b>Email:</b>	dmdefilippis@norris-law.com		
<b>Correspondent Name:</b>	Danielle DeFilippis		
<b>Address Line 1:</b>	Norris McLaughlin P.A.		
<b>Address Line 2:</b>	7 Times Square, 21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036-6524		
<b>ATTORNEY DOCKET NUMBER:</b>	135902-1		
<b>NAME OF SUBMITTER:</b>	Danielle DeFilippis		
<b>SIGNATURE:</b>	/Danielle DeFilippis/		
<b>DATE SIGNED:</b>	04/24/2023		
<b>Total Attachments: 41</b>			
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**EXECUTION VERSION**

**DATED** 20 March **2023**

CHARGORS LISTED IN SCHEDULE 1 (1)

and

HSBC UK BANK PLC (2)

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INTELLECTUAL PROPERTY RIGHTS CHARGE

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brownejacobson

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**THIS DEED** is dated this 20 day of March 2023

**BETWEEN**

- (1) The companies listed in Schedule 1 (each a “Chargor” and together the “Chargors”); and
- (2) HSBC UK BANK PLC registered number 09928412, whose registered office is at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ (the “Bank”)

**NOW THIS DEED WITNESSES** as follows

**1 Definitions**

In this Deed the following expressions will have the following meanings unless inconsistent with the context:

<u>Expression</u>	<u>Meaning</u>
“Copyright Works”	the copyright works listed in <b>Schedule 5</b>
“Deed”	this Deed of Charge and its Schedules
“Designs”	the Unregistered Designs and the registered designs for applications for registered designs and rights of a similar nature, short particulars of which are set out in <b>Schedule 4</b> and all registered designs granted pursuant to such registered design applications
“Event of Default”	shall have the meaning given to that term in the Facility Agreement
“Exploitation Agreement”	any present and future agreement between the Chargors and a third party to exploit and utilise any of the Secured Property for that third party to manufacture and/or produce products or provide services using such Secured Property (including those agreements short particulars of which are set out in

**Schedule 6)**

“Facility Agreement”

the facility agreement dated 16 March 2018 and amended and restated on 29 July 2019, 16 July 2020, 23 April 2021 and 8 December 2021, entered into between, (1) Internet Fusion Group Limited (as Parent and Borrower); (2) the Chargors (as Original Guarantors); and (3) the Bank (as Lender) (as amended, restated or restated from time to time)

“Intellectual Property Rights”

all of the Chargor’s intellectual and industrial property rights of any description whatsoever which are assigned to or licensed to the Chargors or which have been acquired by or created by the Chargors prior to the date of this Deed or are acquired by or created by or assigned to or licensed to the Chargors at any time in the future including patents, know-how, registered trade marks, registered designs, utility models, rights in Websites, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition, copyright, database rights, topography rights and, for the avoidance of doubt, rights in relation to the Reactor X platform and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world together with all renewals and extensions

“Material Adverse Effect”

shall have the meaning given to that term in the Facility Agreement

“Monies and Liabilities”

all monies and liabilities that are now or shall at any time hereafter be due, owing or incurred by the Chargors in favour of the Bank whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety (including under the Guarantee) or in any way whatsoever, including (before as well as after a demand made or judgement obtained) interest, discount, commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Bank and the Chargors relating to the above

“Obligations”

the obligations of the Chargors under and pursuant to this Deed

“Patents”

the patents, applications for patents and rights of a similar nature, short particulars of which are set out in **Schedule 3** and all patents granted pursuant to such patent applications

“Physical Materials”

every item of physical material of any description owned by the Chargors in respect of which Intellectual Property Rights may subsist and in respect of each such item the original copy or version owned by or obtained by the Chargors and surplus materials associated with the foregoing which shall include without limitation any designs, sketches, calculations, diagrams, computations, source codes, models, computer programs, photographs, books and other

records in any medium and any other material of any description in which Intellectual Property Rights may be incorporated

“Purchaser”

any purchaser of or any person who acquires for money or money’s worth any of the Secured Property or any security interest or right or any other interest of any nature whatsoever in any of it

“Reactor X ”

the enterprise resource planning e-commerce software known as “Reactor X”

“Receiver”

any receiver or manager or administrative receiver of the Chargors

“Secured Property”

(i) the Patents, the Trade Marks, the Designs, the Copyright Works, the rights in Websites, the Intellectual Property Rights and other related property and rights (including any Intellectual Property Rights) charged by the provisions of this Deed;

(ii) the goodwill relating to any of the Intellectual Property Rights;

(iii) all rights and interests of the Chargors in any Exploitation Agreement and all royalties and income payable under any such agreement;

(iv) all the Chargors’s right, title and interest throughout the world in the Third Party Rights;

(v) the Physical Materials;

(vi) all the plant, machinery and



equipment relating to the Intellectual Property Rights or the Third Party Rights or the Physical Materials;

(vii) the interest of the Chargors in and to all proceeds of any insurance policy over any of the property and rights charged by this Deed together with the benefit of any rights of the Chargors under such policy;

“Third Party” a third party to any Exploitation Agreement executed pursuant to **clause 7** of this Deed

“Third Party Rights” any Intellectual Property Rights of any description whatever which are licensed to the Chargors now or in the future (including under the terms of the existing licences short particulars of which are set out in **Schedule 7**)

“Trade Marks” the registered and unregistered trade marks, applications for registered trade marks and rights of a similar nature, short particulars of which are set out in **Schedule 2** and including the UK trade mark Onboard (stylised) (trade mark number 00900243808) (the “**Onboard Trade Mark**”) as soon as such trademark is registered in the name of Internet Fusion Limited and all trade marks registrations granted pursuant to such trade mark applications

“Unregistered Designs” the unregistered designs short particulars of which are set out in **Schedule 4, Part 3**

“Warranties and Undertakings” the warranties and undertakings of the

Chargors under or pursuant to this Deed

“Websites”

all websites and domains operated by and/or controlled by the Chargors from time and time and any rights related to such operation including the internet domains listed in **Schedule 8**.

## 2 Interpretation

- 2.1 In this Deed the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context admits or requires.
- 2.2 The expression “person” means any individual, firm, body corporate or unincorporated association.
- 2.3 The index and headings to the clauses of and Schedule to this Deed are for convenience only and will not affect its construction or interpretation.
- 2.4 References to a statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, orders, by-laws, directions and notices made pursuant to it whether made before or after the date of this Deed.
- 2.5 Any reference in this Deed to a clause or Schedule is a reference to a clause of or Schedule to this Deed and references in any Schedule to paragraphs relate to the paragraphs in that Schedule.
- 2.6 The Schedules form part of this Deed and will have the same force and effect as if expressly set out in the body of this Deed and any reference to this Deed will include the Schedules.
- 2.7 Any reference to this Deed or any other agreement or document will be construed as a reference to this Deed or, as the case may be, that other agreement or document, as it may have been, or may from time to time be, amended, varied, supplemented, substituted, novated or assigned.

- 2.8 Any references to “writing” or “written” includes references to any communication effected by post or any comparable means but not including e-mail or fax.
- 2.9 Any obligations on a party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted by a third party.
- 2.10 Any sum payable by one party to the other under this Deed will be exclusive of any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.
- 2.11 Any phrase in this Deed introduced by the term “include”, “including” “in particular” or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.
- 2.12 An Event of Default is “continuing” if it has not been waived.

### 3 **Covenant**

The Chargors covenants with the Bank that the Chargors shall, pay to the Bank when the same shall become due all Monies and Liabilities and discharge all Obligations now or in the future due, owing or incurred by the Chargors to the Bank.

### 4 **Charging Clause**

As a continuing security for the payment of all Monies and Liabilities and the performance of all Obligations and the observance of the Warranties and Undertakings, the Chargors with full title guarantee hereby charges to the Bank by way of first fixed charge :

- 4.1 all present and future right, title and interest in and to the Secured Property; and
- 4.2 all present and future rights of action under the Secured Property including without limitation damages in respect of infringements of any of the Secured Property wheresoever or howsoever occurring whether such infringement occurred before or after the date of this Deed.

## 5 Redemption

5.1 This Deed shall remain in full force and effect as a continuing security for the Bank notwithstanding any settlement of account or any other act, event or matter whatever until the execution by the Bank of:

5.1.1 an absolute and unconditional release of the Obligations; or

5.1.2 a receipt in respect of the final repayment of all and not part only of the Monies and Liabilities secured hereby.

5.2 Subject to the final repayment to the Bank of the Monies and Liabilities, the Bank shall at the request and reasonable cost of the Chargors discharge this security.

## 6 Further Assurance

6.1 The Chargors shall at any time if and when required by the Bank execute:

6.1.1 such further legal or other charges or assignments in favour of the Bank as the Bank shall from time to time reasonably require over all or any of the Secured Property; and

6.1.2 any other transfers or documents the Bank may from time to time reasonably require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser,

to secure all Monies and Liabilities and Obligations covenanted to be paid or otherwise secured under this Deed or to facilitate the realisation of the Secured Property or the exercise of the powers conferred on the Bank.

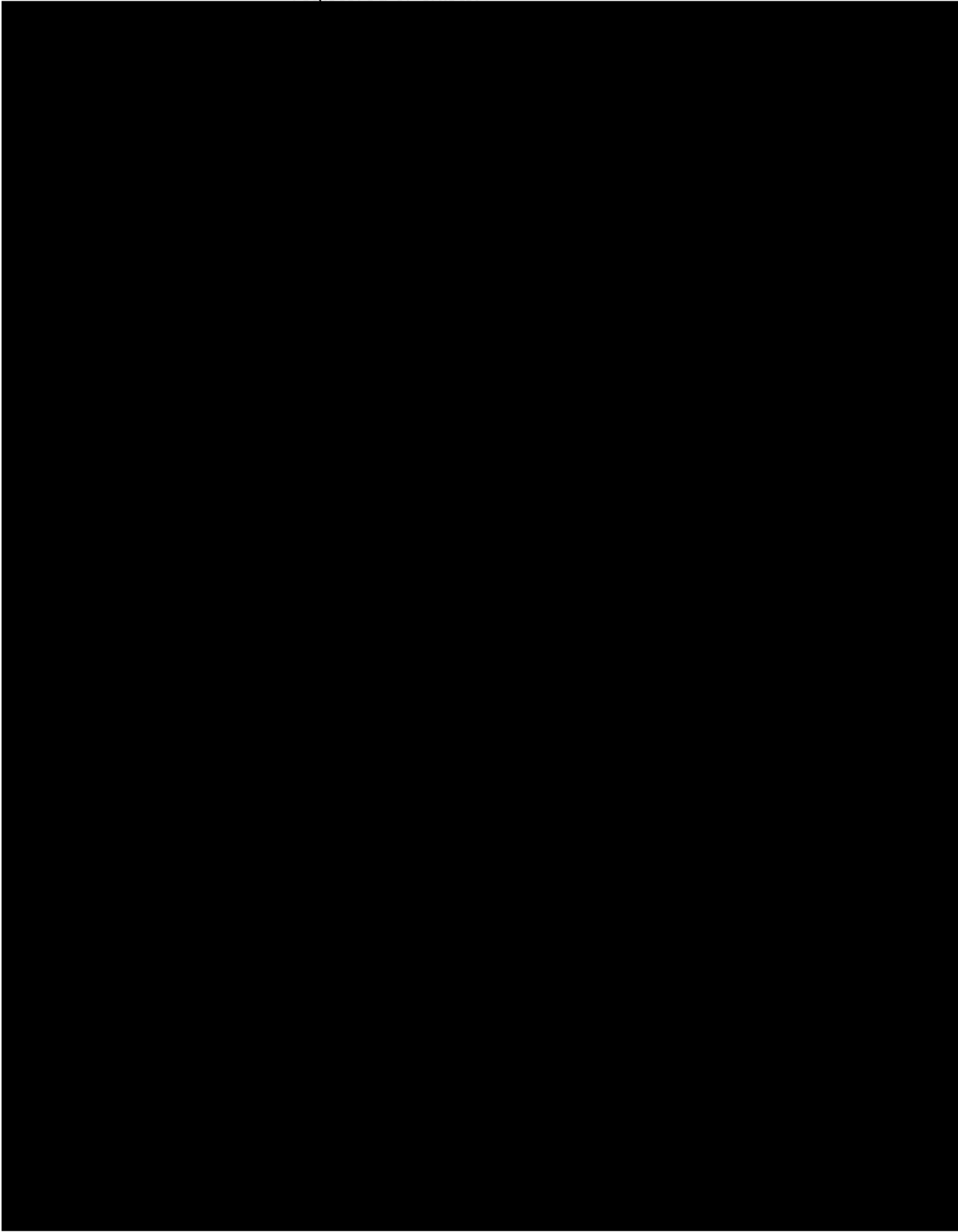
6.2 All such further charges, assignments and documents as may be executed in accordance with the provisions of **clause 6.1** shall be prepared by or on behalf of the Bank at the reasonable cost of the Chargors and shall contain:

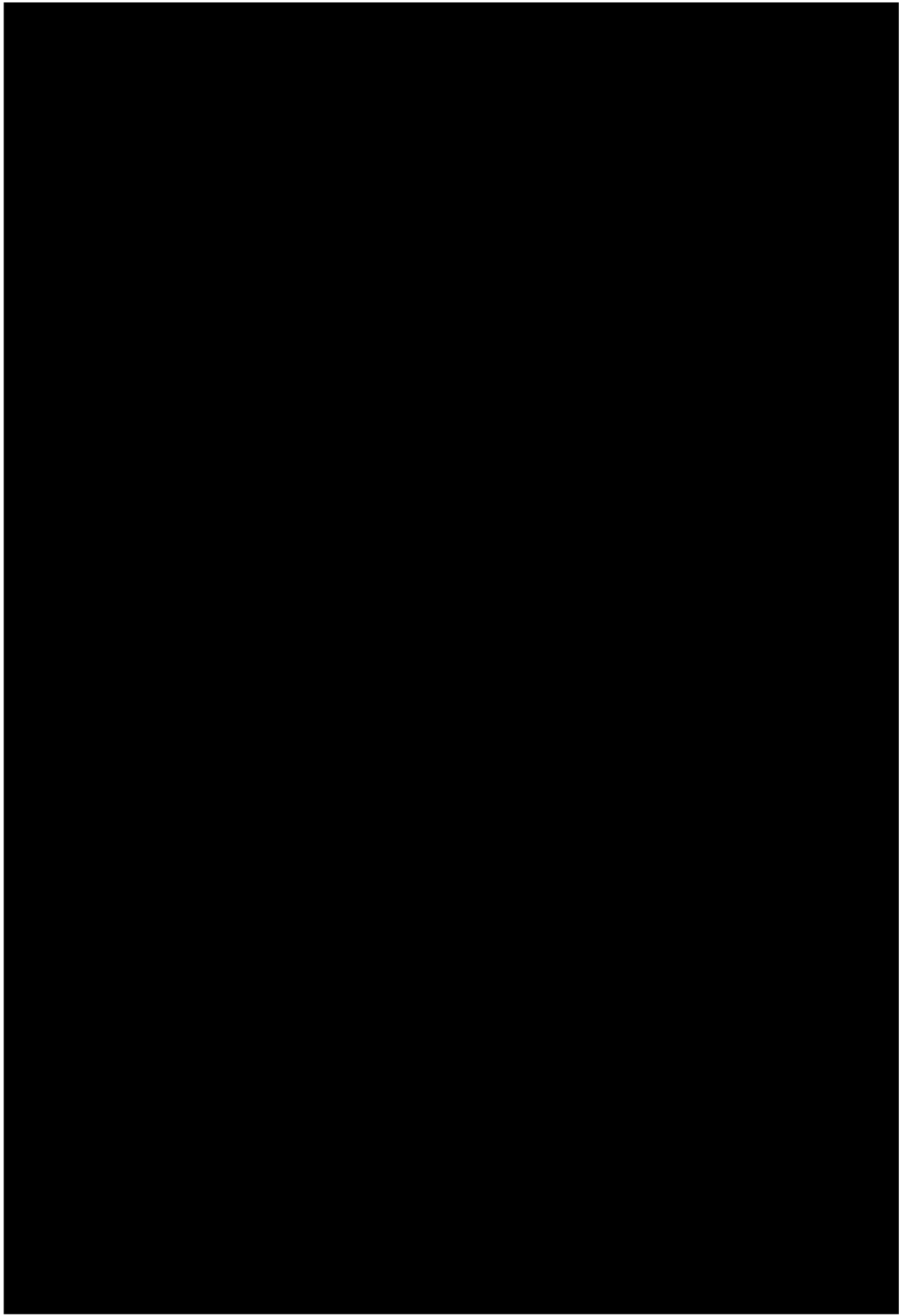
6.2.1 an immediate power of sale without notice;

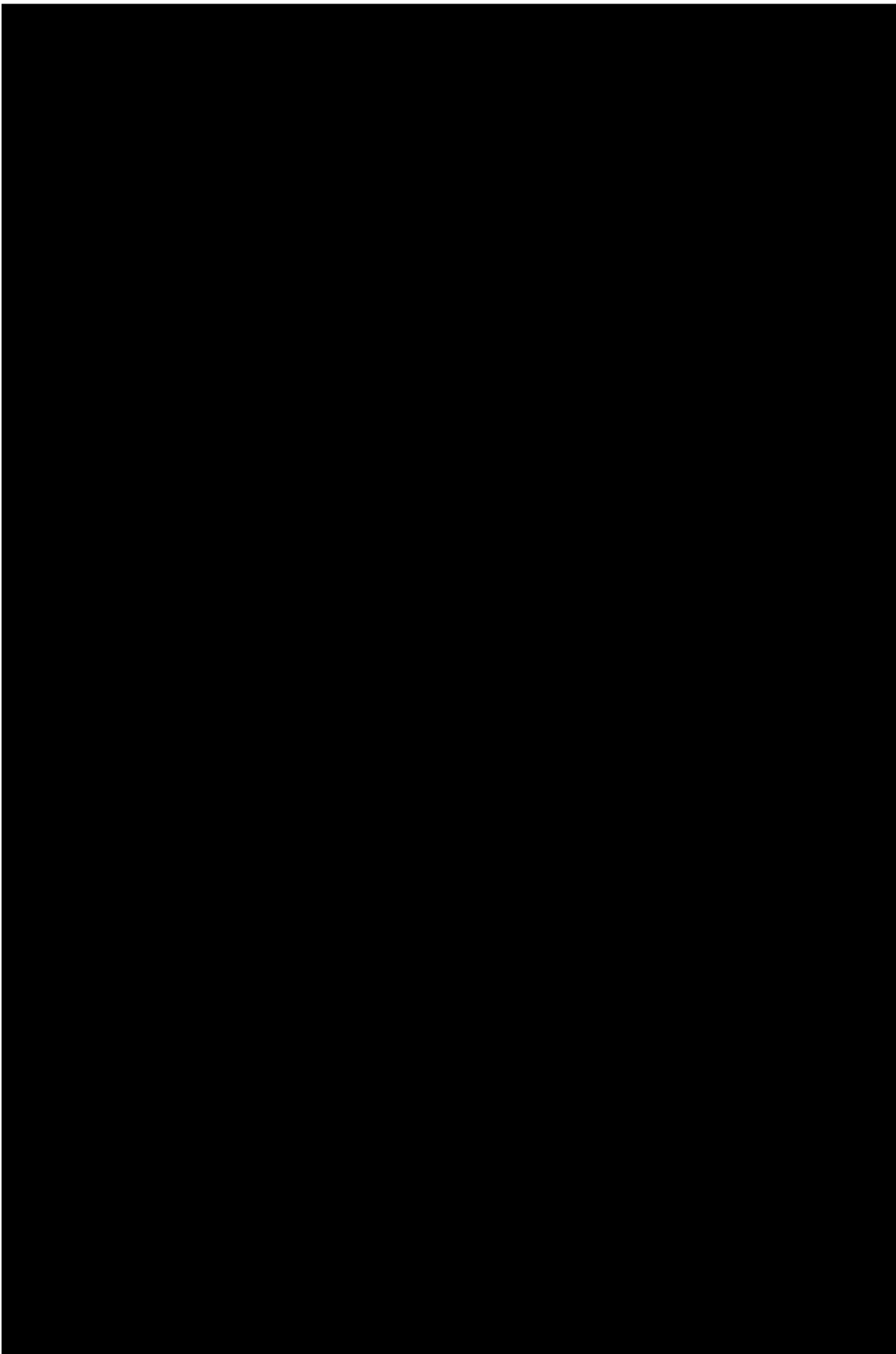
6.2.2 a clause excluding section 93 and the restrictions contained in section 103 Law of Property Act 1925; and

- 6.2.3 such other clauses for the benefit of the Bank as the Bank may reasonably require.
- 6.3 The Chargors shall properly and promptly register in such register or registers and with such authorities as may be available for the purpose in the United Kingdom, European Union, United States of America and Australia and in such name or names as may be required by the law and practice of such place of registration, such of the following as are capable of registration:
  - 6.3.1 this Deed and any documents required by the Bank pursuant to this Deed;
  - 6.3.2 all licences or other interests relating to the Secured Property; and
  - 6.3.3 all future charges, assignments, documents and assurances made, executed or given pursuant to this Deed.
- 6.4 If so required by the Bank and if any Chargor has failed to comply with its obligations in accordance with clause 6.3 , the Chargors shall allow the Bank (at the Chargors's reasonable expense) to make any of the registrations referred to in clause 6.3 and give it all reasonable assistance in relation to such registrations and the Chargors hereby appoints the Bank as its authorised agent to make any filings, registrations or renewals at the Patent Office or otherwise as shall be necessary to give effect to clause 6.3.
- 6.5 The Chargors acknowledge that the Secured Property is subject to the relevant intellectual property laws (including without limitation as to security) of the jurisdiction in which each part of the Secured Property is registered or exists and accordingly this Deed shall be subject to such amendments and variations as may be required to comply with the law of the relevant jurisdiction and the Chargors shall:
  - 6.5.1 execute such amendments, variations, further charges and assignments as may be reasonably required by the Bank to charge the Secured Property in such jurisdictions to the Bank; and

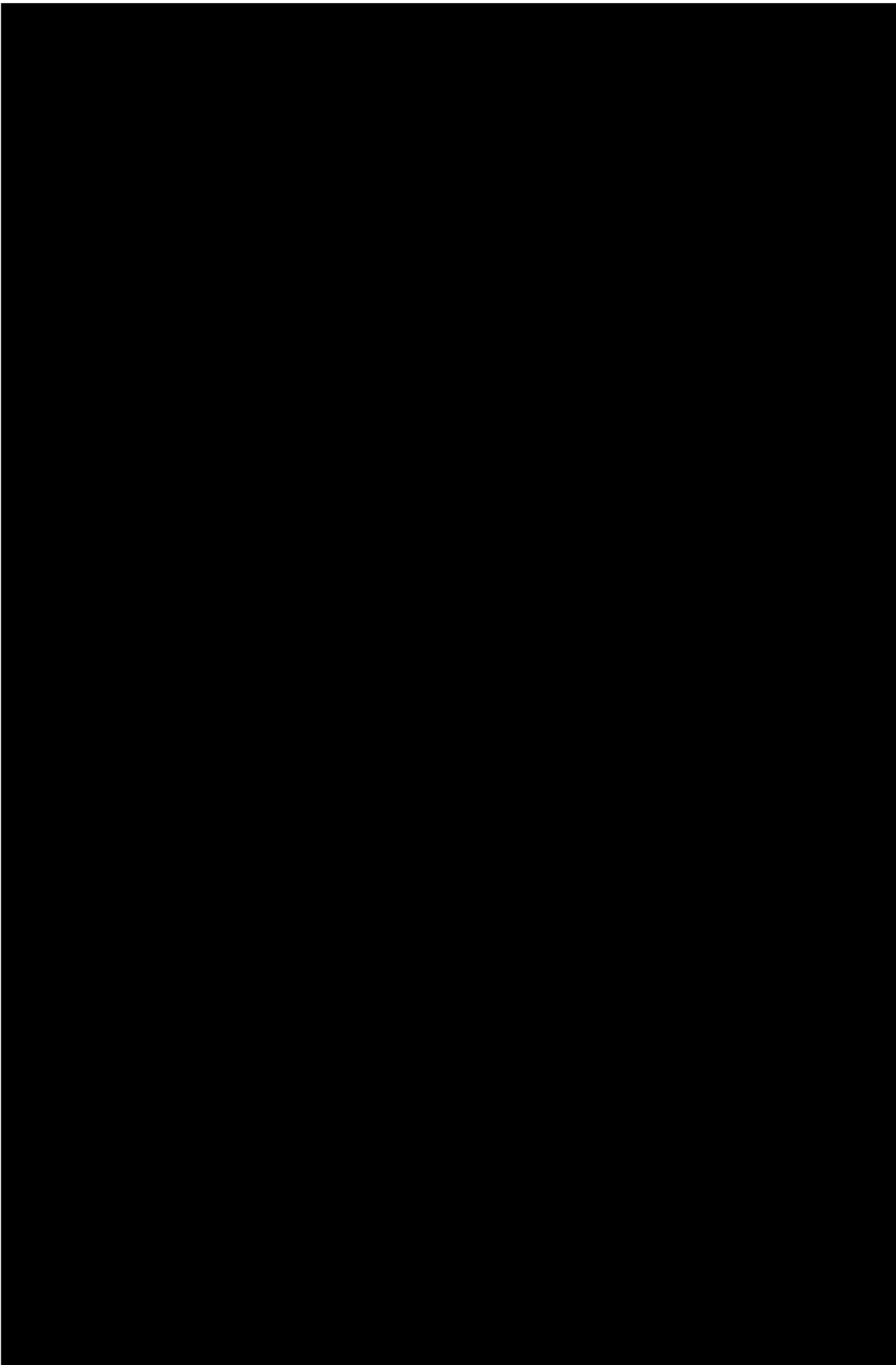
6.5.2 not oppose or assist any third party to oppose any present or future applications for registration by the Bank in the jurisdictions in which each part of the Secured Property is registered or exists.

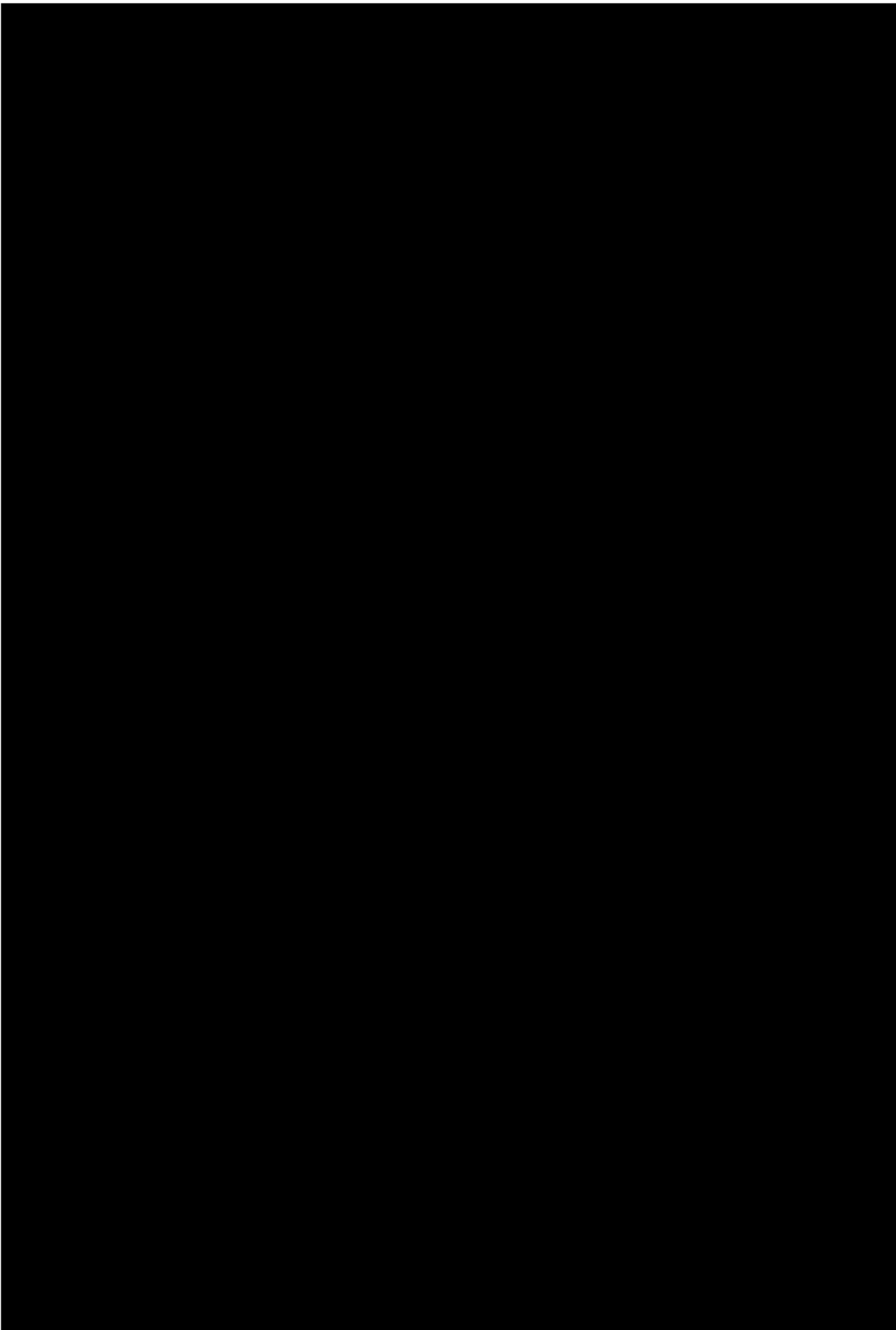


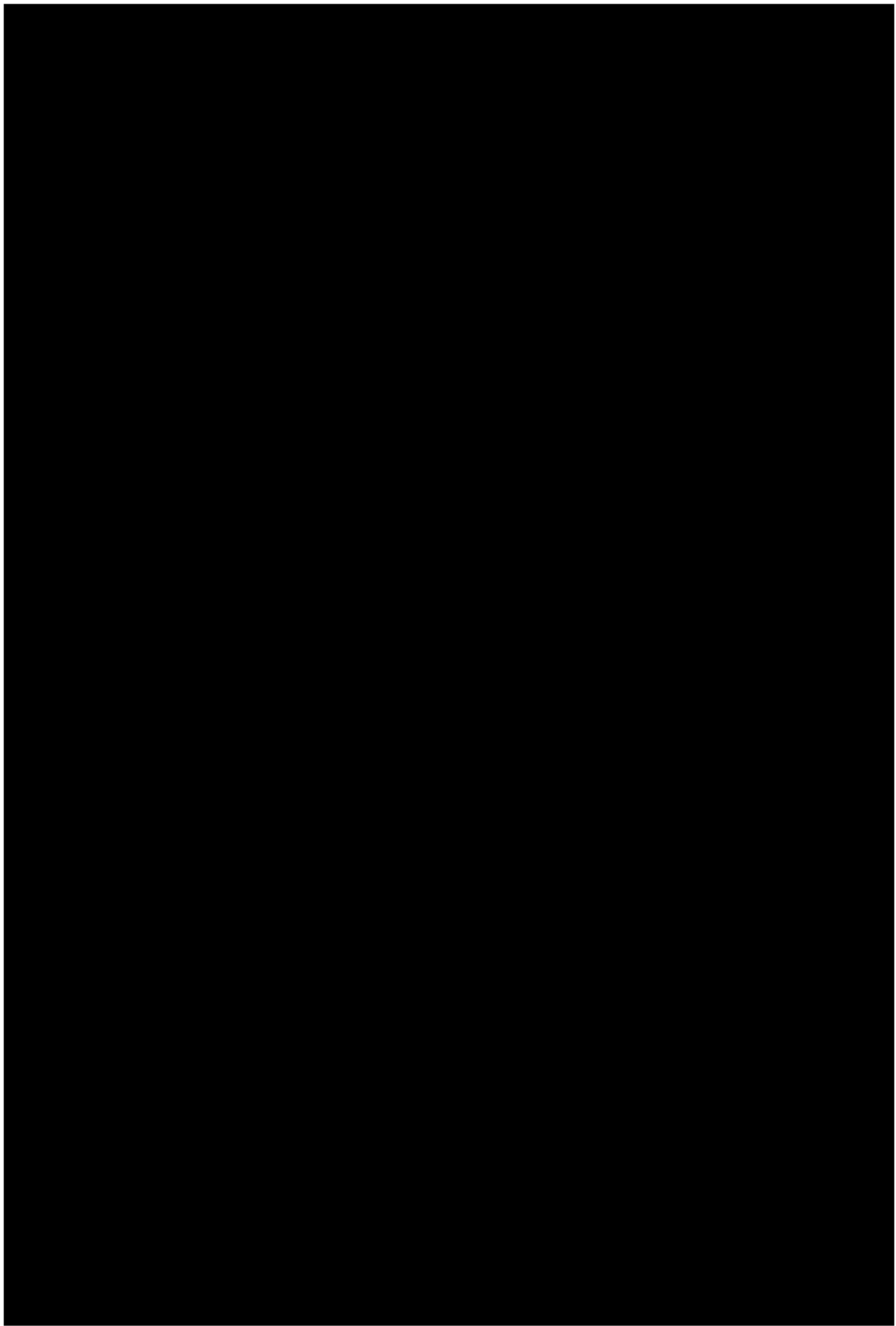


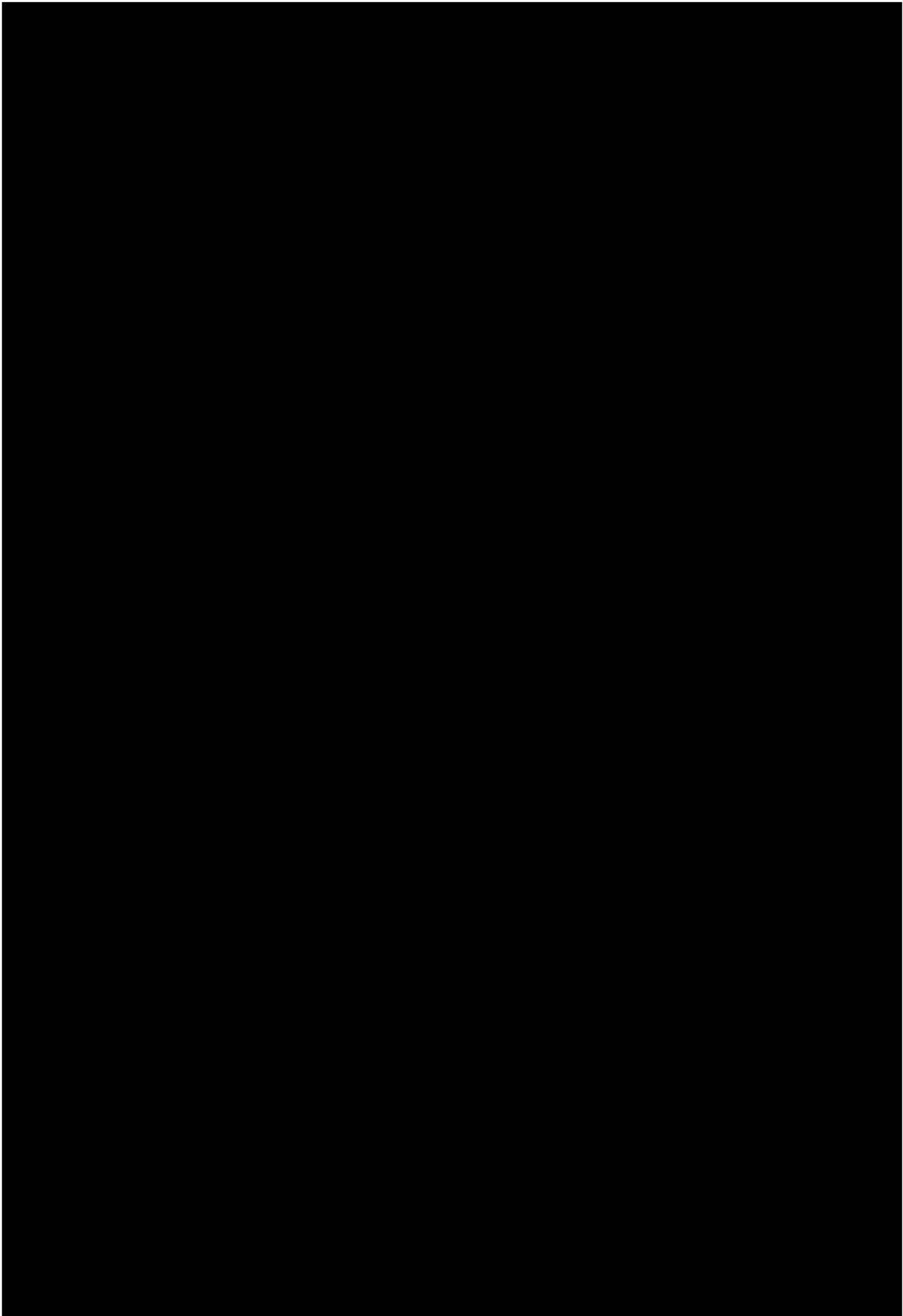


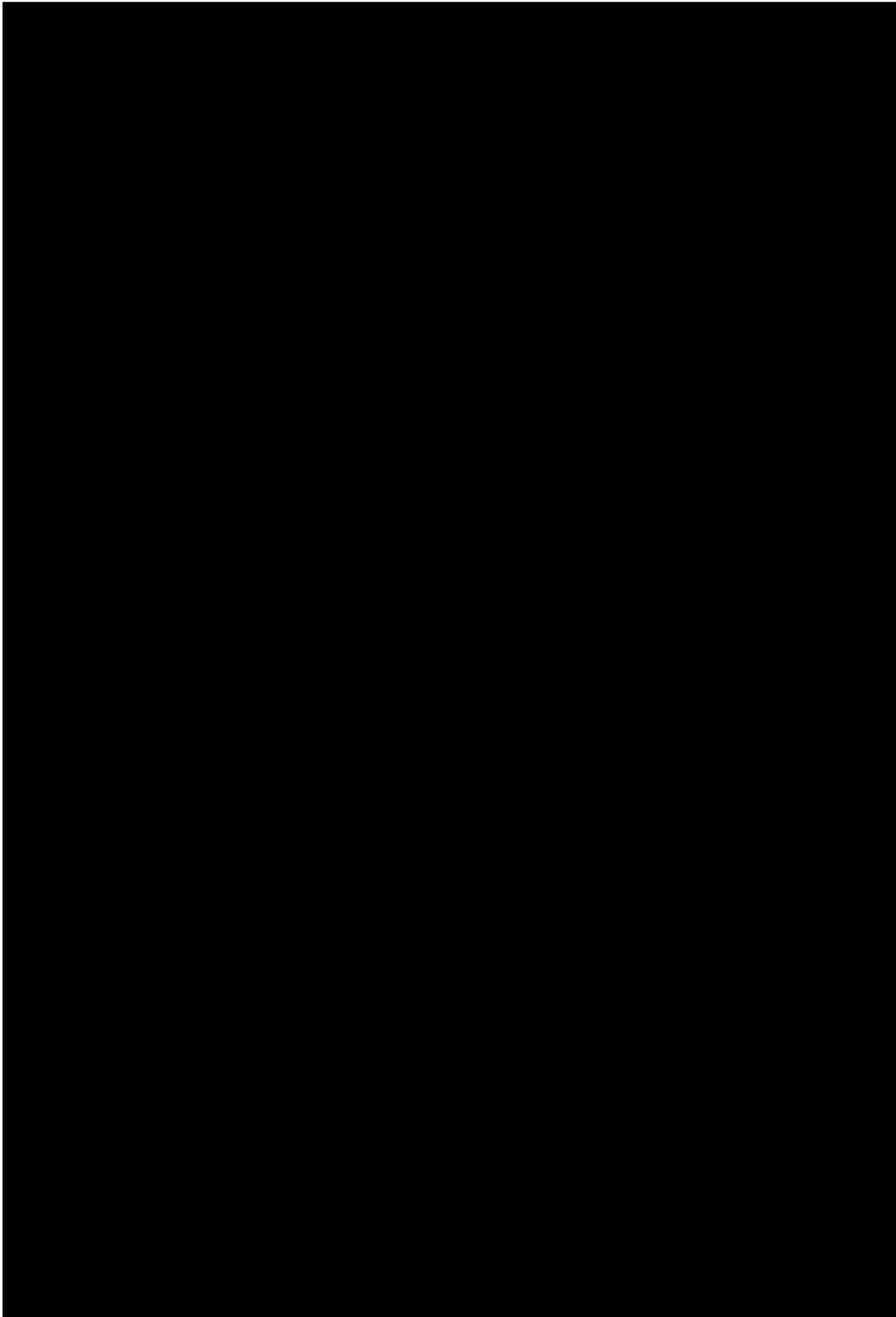


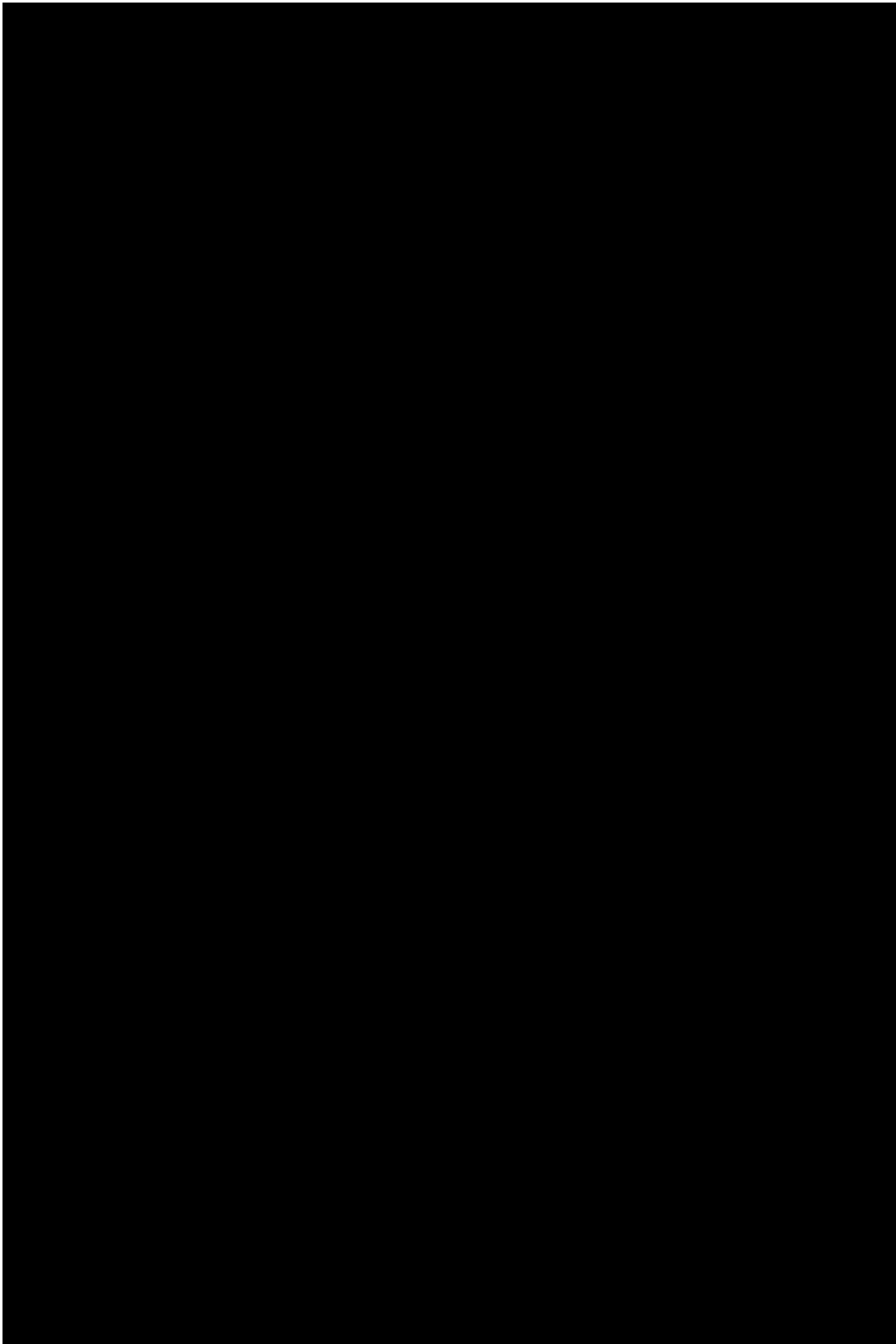


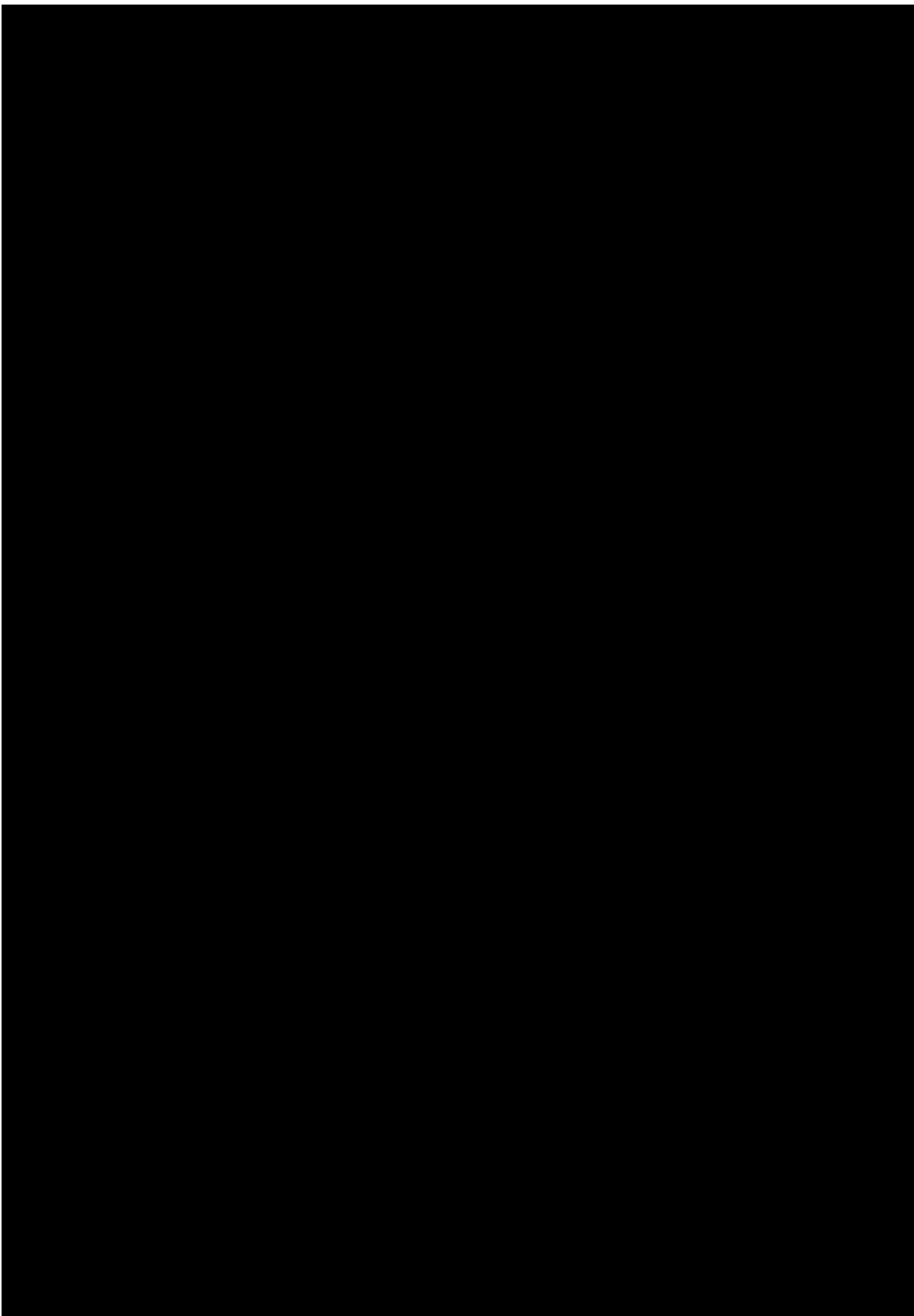






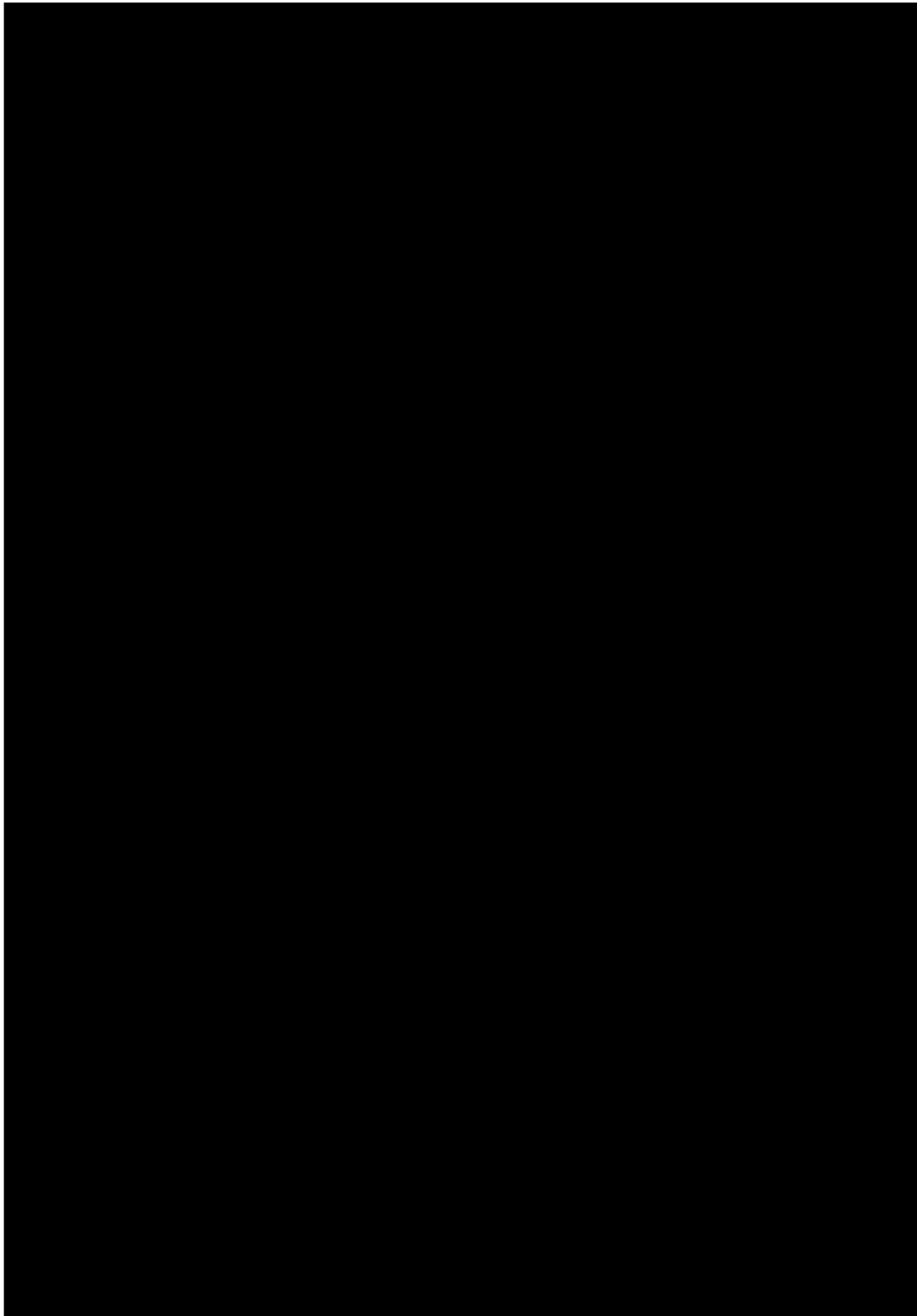


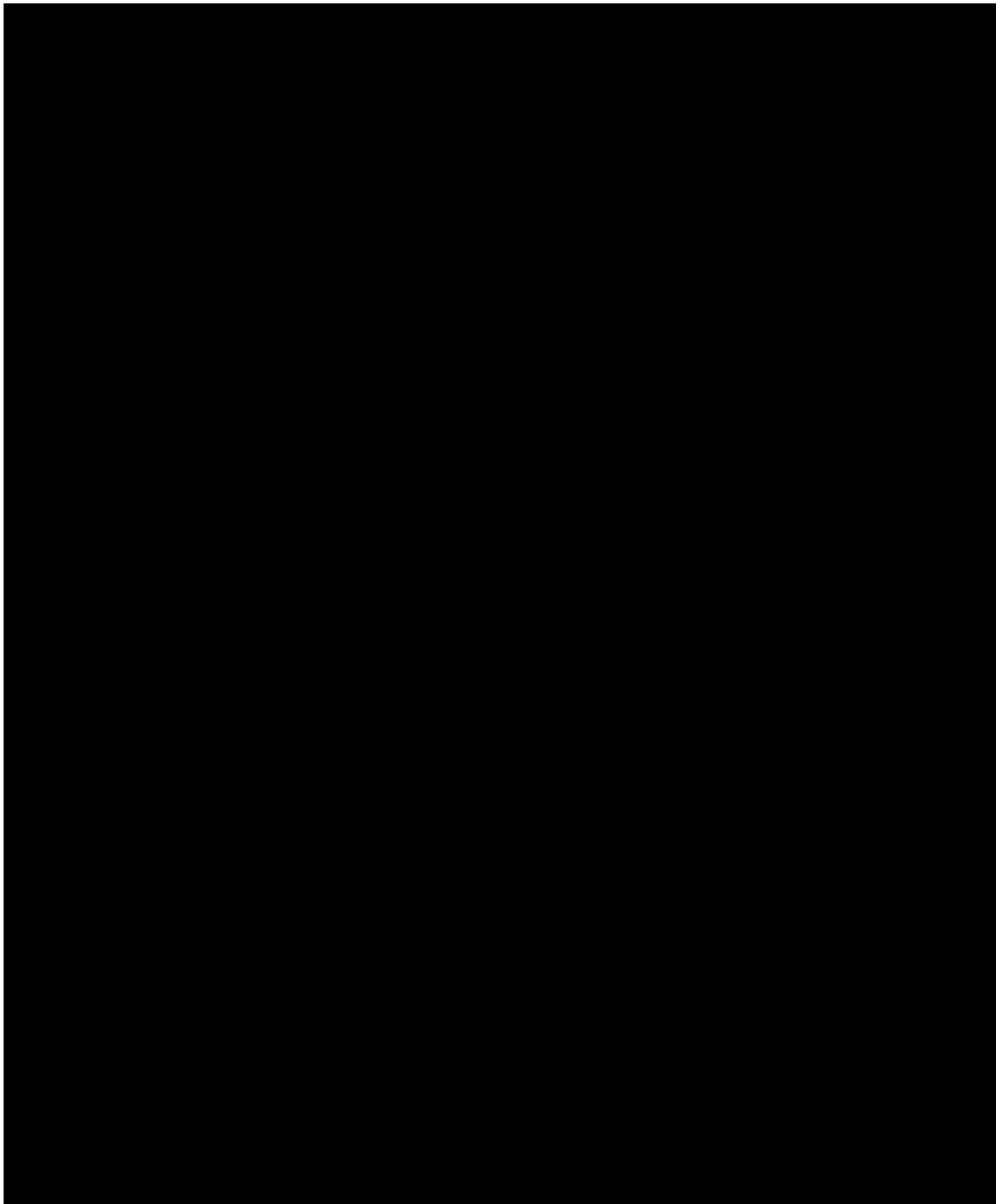












**IN WITNESS** whereof this document has been executed and delivered as a deed on the date stated at the beginning of this document.

**CHARGORS**

SIGNED as a deed by **INTERNET FUSION GROUP LIMITED** acting by its:

**NIGEL CAYZER**  
..... (insert full name)

Director

DocuSigned by:  
**NIGEL CAYZER**  
..... (signature)

In the presence of **Charles Hall**  
Witness: ..... (name)

DocuSigned by:  
**Charles Hall**  
..... (signature)

Address: **The Old Rectory, Pitchcott,  
Aylesbury, Bucks. HP224HT**  
.....  
.....

SIGNED as a deed by **NEWTYLE TRADING COMPANY LIMITED** acting by its:

**NIGEL CAYZER**  
..... (insert full name)

Director

DocuSigned by:  
**NIGEL CAYZER**  
..... (signature)

In the presence of **Charles Hall**  
Witness: ..... (name)

DocuSigned by:  
**Charles Hall**  
..... (signature)

Address: **The Old Rectory, Pitchcott,  
Aylesbury, Bucks. HP224HT**  
.....  
.....

SIGNED as a deed by **INTERNET FUSION LIMITED** acting by its:

**NIGEL CAYZER**  
..... (insert full name)

Director

DocuSigned by:  
**NIGEL CAYZER**  
..... (signature)

In the presence of **Charles Hall**  
Witness: ..... (name)

DocuSigned by:  
**Charles Hall**  
..... (signature)

Address: **The Old Rectory, Pitchcott,  
Aylesbury, Bucks. HP224HT**  
.....  
.....

SIGNED as a deed by **SURFDOME SHOP LIMITED** acting by its:

NIGEL CAYZER  
..... (insert full name)  
Director

DocuSigned by:  
NIGEL CAYZER  
..... (signature)

In the presence of Charles Hall

Witness: ..... (name)

DocuSigned by:  
Charles Hall  
..... (signature)

Address: The Old Rectory, Pitchcott,  
Aylesbury, Bucks. HP224HT  
.....  
.....

SIGNED as a deed by **COUNTRY ATTIRE LIMITED** acting by its:

NIGEL CAYZER  
..... (insert full name)  
Director

DocuSigned by:  
NIGEL CAYZER  
..... (signature)

In the presence of Charles Hall

Witness: ..... (name)

DocuSigned by:  
Charles Hall  
..... (signature)


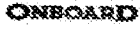









Address: The Old Rectory, Pitchcott,  
Aylesbury, Bucks. HP224HT  
.....  
.....


**SCHEDULE 1**  
**THE CHARGORS**

<b><u>COMPANY NAME</u></b>	<b><u>COMPANY NUMBER</u></b>	<b><u>REGISTERED ADDRESS</u></b>
Internet Fusion Group Limited	08751197	2 Stone Buildings, London, England, WC2A 3TH
Newtyle Trading Company Limited	07834335	2 Stone Buildings, London, England, WC2A 3TH
Internet Fusion Limited	06012780	2 Stone Buildings, Lincoln's Inn, London, England, WC2A 3TH
Surfdome Shop Limited	05648145	2 Stone Buildings, London, England, WC2A 3TH
Country Attire Limited	05911933	2 Stone Buildings, London, England, WC2A 3TH

**SCHEDULE 2**


**PART 1 - The Registered Trade Marks**


Owner	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	Int. Classes	Trademark Status
<b>Country Attire Limited</b>								
Country Attire Limited	<b>Country Attire (Figurative)</b>	 United Kingdom	01002652165	13 Feb 2013	01002652165	13 Feb 2013	3, 4, 14, 16, 18, 21, 24, 25, 28, 35	Registered
<b>Internet Fusion Ltd</b>								
Internet Fusion Ltd	<b>Blackleaf</b>	EU/UK	12433493	10 Dec 2013	12433493	8 May 2014	25, 28, 35	Registered
Internet Fusion Ltd	<b>COOLER</b>	EU/UK	004333506	10 Mar 2005	004333506	24 Jul 2006	9, 16, 41	Registered
Internet Fusion Ltd	<b>KINGPIN</b>	EU/UK	005019575	13 Apr 2006	005019575	27 Jul 2010	9, 16, 41	Registered
Internet Fusion Ltd	<b>ONBOARD</b>	EU/UK	004246609	19 Jan 2005	004246609	8 Sep 2008	9, 16, 41	Registered
Internet Fusion Ltd	<b>ONBOARD (stylised)</b>	 EU/UK	000243808	10 Jun 1996	000243808	22 Mar 2000	16	Registered
Internet Fusion Ltd	<b>RIDE-AWAY</b>	EU/UK	012061875	13 Aug 2013	012061875	1 Jul 2014	9, 18, 21, 25, 35	Registered
Internet Fusion Ltd	<b>blackleaf device</b>	 United Kingdom	00912439493	10 Dec 2013	00912439493	10 Dec 2013	25, 28, 35	Registered
Internet Fusion Ltd	<b>COOLER</b>	United Kingdom	UK00904333506	10 Mar 2005	UK00904333506	24 Jul 2006	9, 16, 41	Registered
Internet Fusion Ltd	<b>Derby House</b>	 United Kingdom	UK00003747928	26 Jan 2022	UK00003747928	1 Jul 2022	3, 5, 18, 21, 25, 31, 35	Registered
Internet Fusion Ltd	<b>EXTREMEPIE</b>	United Kingdom	00002426502	6 Jul 2006	00002426502	6 Jul 2006	35	Registered
Internet Fusion Ltd	<b>INTERNET FUSION</b>	United Kingdom	00003206939	16 Jan 2017	00003206939	16 Jan 2017	35	Registered
Internet Fusion Ltd	<b>KINGPIN</b>	United Kingdom	UK00905019575	13 Apr 2006	UK00905019575	27 Jul 2010	9, 16, 41	Registered
Internet Fusion Ltd	<b>ONBOARD</b>	United Kingdom	UK00904246609	19 Jan 2005	UK00904246609	8 Sep 2008	9, 16, 41	Registered
Internet Fusion Ltd	<b>ONBOARD (stylised)</b>	 United Kingdom	00900243808	10 Jun 1996	00900243808	10 Jun 1996	16	Registered
Internet Fusion Ltd	<b>Priory (Figurative Mark)</b>	 United Kingdom	00003242325	7 Jul 2017	00003242325	7 Jul 2017	35	Registered
Internet Fusion Ltd	<b>Reactor X</b>	United Kingdom	UK00003803610	27 Jun 2022	UK00003803610	30 Oct 2022	9, 35, 39, 42	Registered
Internet Fusion Ltd	<b>RE-LIVE</b>	United Kingdom	00003706432	4 Oct 2021	00003706432	4 Oct 2021	35	Registered
Internet Fusion Ltd	<b>RIDE-AWAY</b>	United Kingdom	UK00912061875	13 Aug 2013	UK00912061875	1 Jul 2014	9, 18, 21, 25, 35	Registered
Internet Fusion Ltd	<b>SIMPLY SCUBA</b>	United Kingdom	00003057252	27 May 2014	00003057252	27 May 2014	9, 18, 25, 35, 41	Registered
Internet Fusion Ltd	<b>SIMPLY SCUBA device</b>	 United Kingdom	00003057260	27 May 2014	00003057260	27 May 2014	9, 18, 25, 35, 41	Registered
Internet Fusion Ltd	<b>UNBOUND</b>	United Kingdom	00003090425	21 Jan 2015	00003090425	21 Jan 2015	35, 41, 44	Registered
Internet Fusion Ltd	<b>Unbound (Figurative Mark)</b>	 United Kingdom	00003090436	21 Jan 2015	00003090436	21 Jan 2015	35, 41, 44	Registered
Internet Fusion Ltd	<b>Webtogs (Figurative)</b>	 United Kingdom	01002458440	14 Jun 2007	01002458440	14 Jun 2007	35	Registered
<b>Newlyte Trading Company Limited</b>								
Newlyte Trading Company Limited	<b>Ride Away (Figurative Mark)</b>	 United Kingdom	00003012864	5 Jul 2013	00003012864	5 Jul 2013	9, 18, 21, 25, 35	Registered
Newlyte Trading Company Limited	<b>RIDE-AWAY RIDE AWAY</b>	United Kingdom	00002653328	20 Feb 2013	00002653328	20 Feb 2013	9, 18, 21, 35	Registered
<b>Surfdome Shop Limited</b>								
Surfdome Shop Limited	<b>4th</b>	 EU/UK	017223439	20 Sep 2017	017223439	31 Jan 2019	25, 28	Registered
Surfdome Shop Limited	<b>Mafuku</b>	EU/UK	017223684	20 Sep 2017	017223684	5 Jan 2019	25, 28	Registered

Surfdome Shop Limited	<b>4th</b>		United Kingdom	UK00917223439	20 Sep 2017	UK00917223439	31 Jan 2019	25, 28	Registered
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Surfdome Shop Limited	<b>Maluku</b>		United Kingdom	UK00917223684	20 Sep 2017	UK00917223684	8 Jan 2019	25, 28	Registered
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**Surfdome Shop Ltd**

Surfdome Shop Ltd	<b>surfdome</b>		Australia	1133445	18 Sep 2012	1133445	18 Sep 2012	8, 18, 25, 28, 39, 41	Registered
		<b>surfdome</b>							

Surfdome Shop Ltd	<b>surfdome</b>		China	1133445	18 Sep 2012	1133445	18 Sep 2012	9, 18, 25, 28, 39, 41	Registered
		<b>surfdome</b>							


Surfdome Shop Ltd	<b>Surfdome</b>		BJTM	9714171	6 Feb 2011	9714171	15 Jun 2011	8, 9, 11, 12, 18, 25, 28, 35, 39	Registered
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Surfdome Shop Ltd	<b>surfdome</b>		Russian Federation	1133445	18 Sep 2012	1133445	18 Sep 2012	8, 18, 25, 28, 39, 41	Registered
		<b>surfdome</b>							

Surfdome Shop Ltd	<b>Maluku</b>		United Kingdom	00003257930	20 Sep 2017	00003257930	20 Sep 2017	25, 28	Registered
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Surfdome Shop Ltd	<b>Surfdome</b>		United Kingdom	00002354953	3 Feb 2004	00002354953	3 Feb 2004	25, 28, 35, 41, 43	Registered
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Surfdome Shop Ltd	<b>Surfdome</b>		United Kingdom	00009714171	6 Feb 2011	00009714171	6 Feb 2011	8, 9, 11, 12, 18, 25, 28, 35, 39	Registered
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Surfdome Shop Ltd	<b>surfdome</b>		WFO	1133445	18 Sep 2012	1133445	18 Sep 2012	9, 18, 25, 28, 39, 41	Registered
		<b>surfdome</b>							

**Surfdome Shop Ltd**

Surfdome Shop Ltd.	<b>SURFDOME</b>	<b>SURFDOME</b>	United States of America	97254870	18 Jan 2022			35	Pending
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