

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820776

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900768852		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oasis Fashions Limited		04/26/2020	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shoo 634 Limited		
<b>Street Address:</b>	100 Avebury Boulevard		
<b>City:</b>	Milton Keynes		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	MK9 1FH		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4004176	OASIS	
<b>Registration Number:</b>	3469986	OASIS	
<b>Registration Number:</b>	3072349	OASIS	
<b>Registration Number:</b>	5118394	OASIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5037962900		
<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>	503-222-9981		
<b>Email:</b>	trademarks@schwabe.com		
<b>Correspondent Name:</b>	Schwabe, Williamson & Wyatt, P.C.		
<b>Address Line 1:</b>	1211 SW Fifth Avenue		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	128678-273865		
<b>NAME OF SUBMITTER:</b>	Allison Pentheny		
<b>SIGNATURE:</b>	/Allison Pentheny/		
<b>DATE SIGNED:</b>	06/29/2023		

**Total Attachments: 12**

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*EXECUTION VERSION*

**DATE: 26 APRIL 2020**

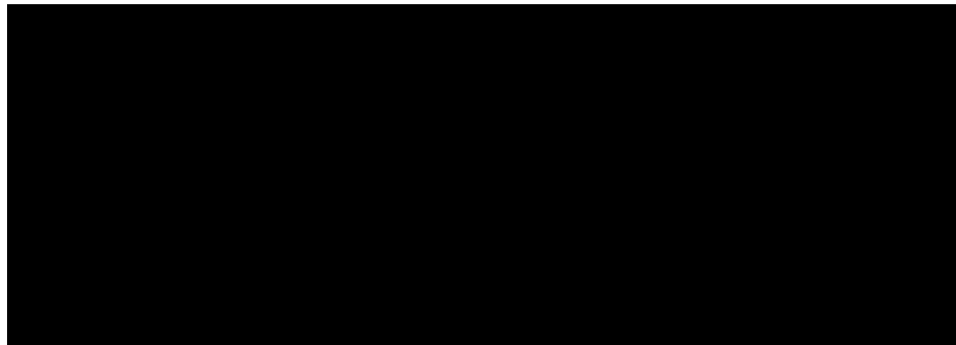
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**AGREEMENT FOR THE SALE AND PURCHASE OF CERTAIN ASSETS**

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Between

**OASIS FASHIONS LIMITED**  
(in administration)



**ROBERT JAMES HARDING AND RICHARD MICHAEL HAWES**  
(as joint administrators of each Seller)

and

**SHOO 634 LIMITED**

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CMS Cameron McKenna Nabarro Olswang LLP  
Cannon Place  
78 Cannon Street  
London EC4N 6AF  
T +44 20 7367 3000  
F +44 20 7367 2000

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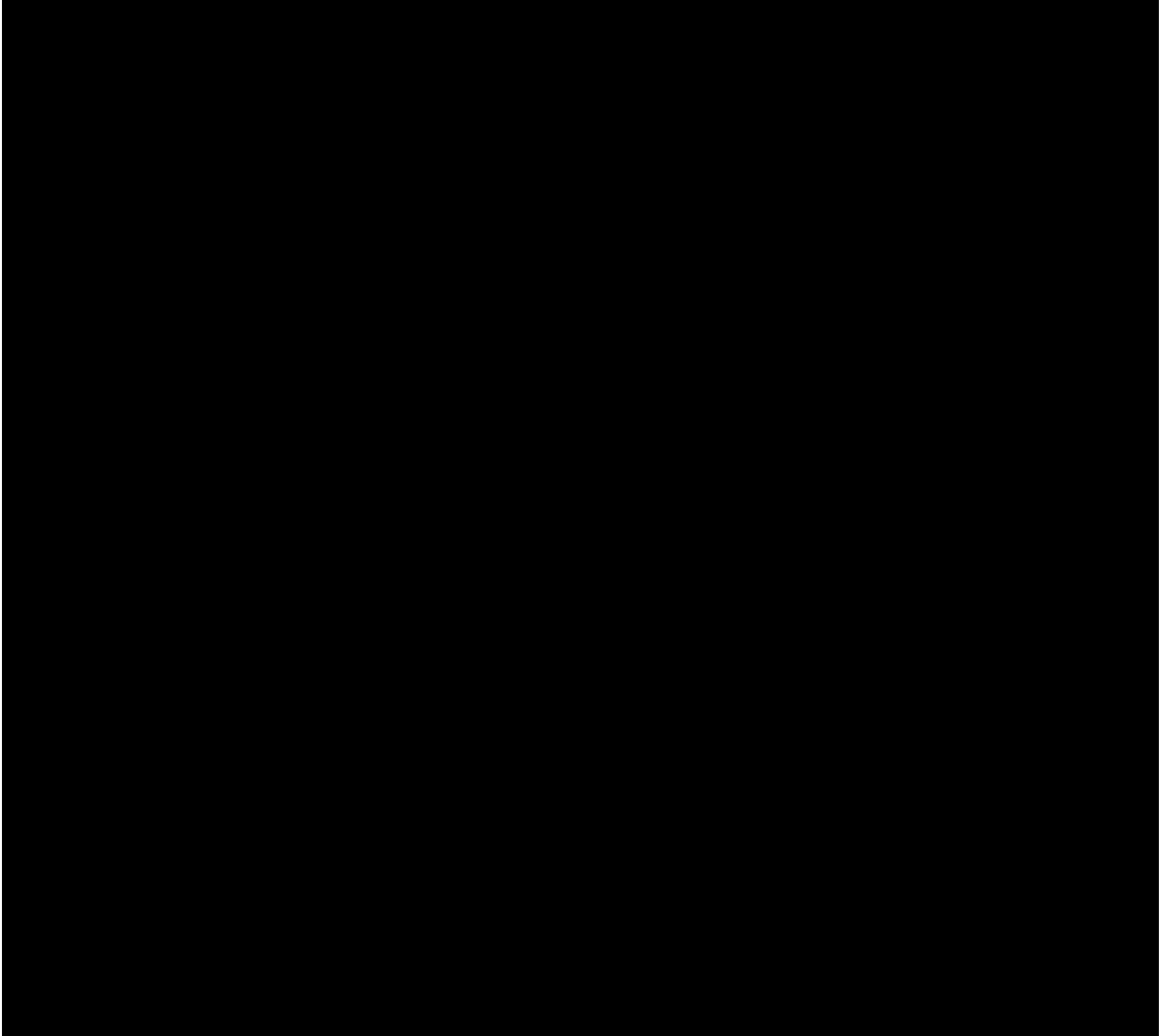
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**TABLE OF CONTENTS**

1. Definitions and Interpretation .....2  
2. Sale.....7  
3. Price .....7

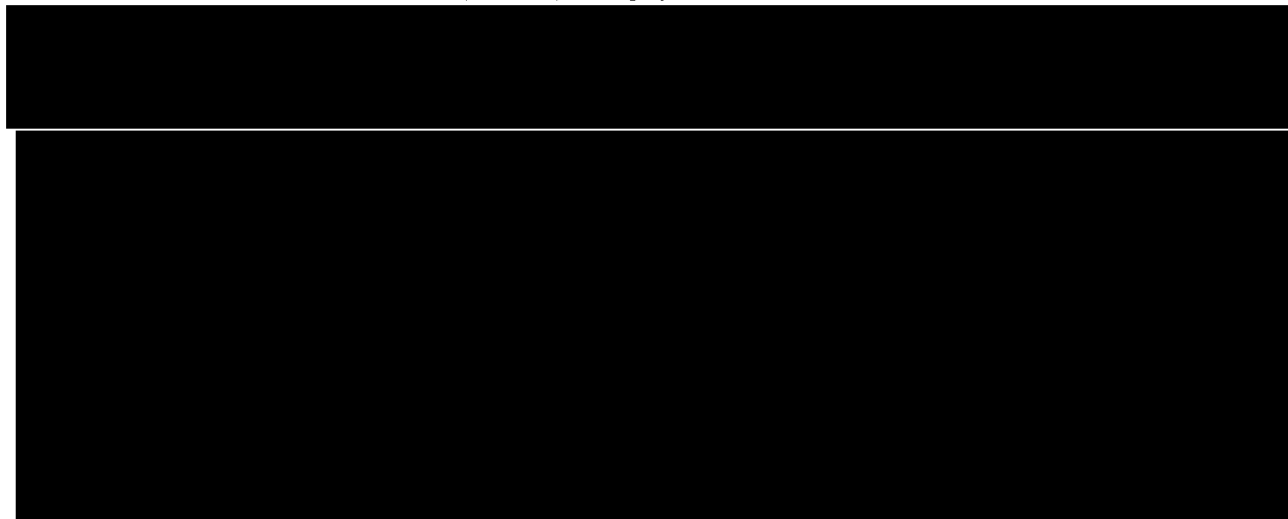


Schedule 2 Trade Marks.....24

This Agreement is made on 26 April 2020

**BETWEEN**

- (1) **OASIS FASHIONS LIMITED** (in administration) (company number 06822219) whose registered office is at The Triangle, Stanton Harcourt Industrial Estate, Stanton, Harcourt, Witney, Oxfordshire, OX29 5UT ("**Oasis**") acting by the Joint Administrators;



(Oasis, Warehouse, [redacted] the "**Sellers**", each a "**Seller**");

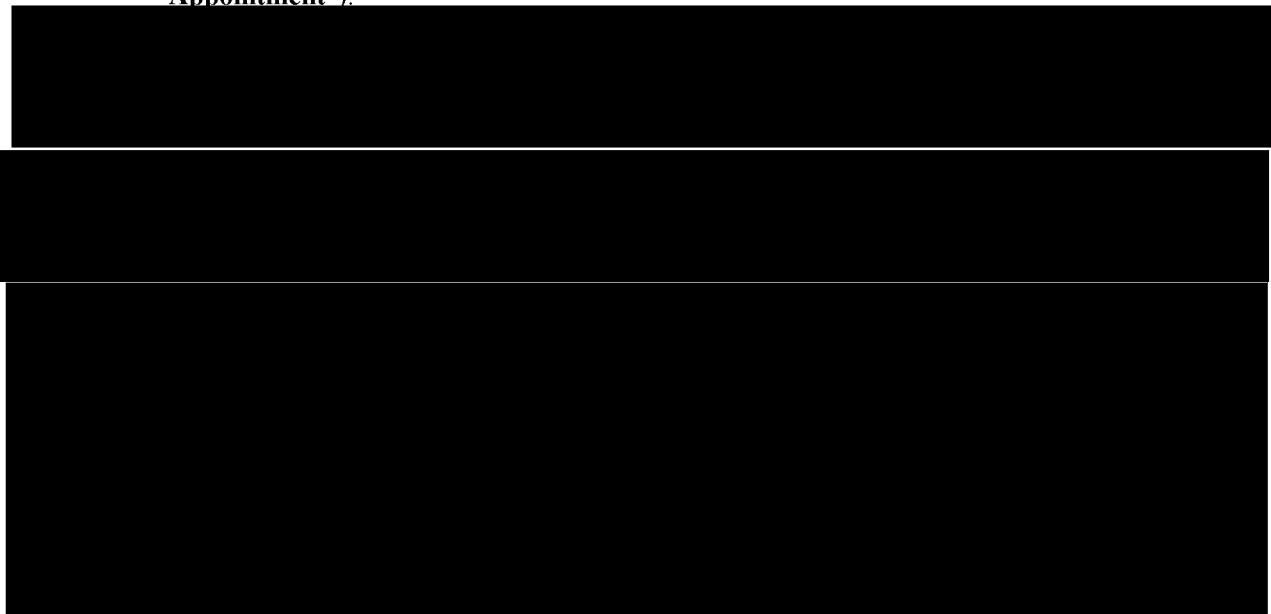
- (6) **ROBERT JAMES HARDING** and **RICHARD MICHAEL HAWES** of **DELOITTE LLP**, 1 New Street Square, London EC4A 3HQ (the "**Joint Administrators**"); and

- (7) **SHOO 634 LIMITED** (company number 12527141) whose registered office is at 100 Avebury Boulevard, Milton Keynes, MK9 1FH (the "**Buyer**"),

together, the "**Parties**".

**WHEREAS**

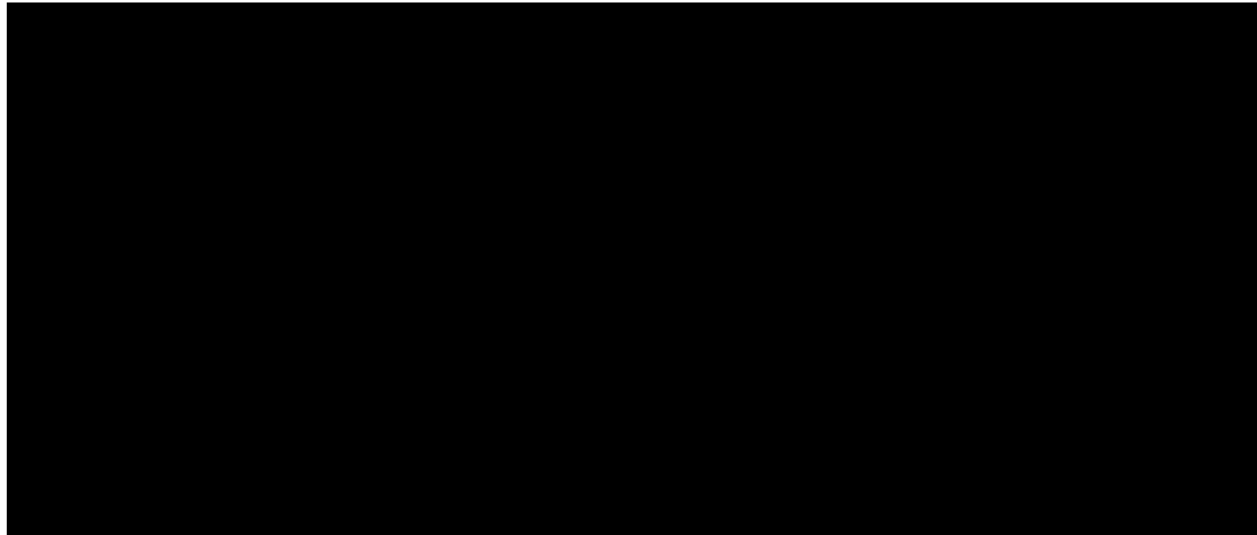
- (A) The Administrators were appointed joint administrators of Oasis on 15 April 2020 by the directors of Oasis, pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986 ("**Oasis Appointment**").




- (F) The Sellers (acting by the Administrators) have agreed to sell and the Buyer has agreed to buy with effect from the Completion Date such right, title and interest (if any) as the Sellers may have in the Assets subject to the following terms.



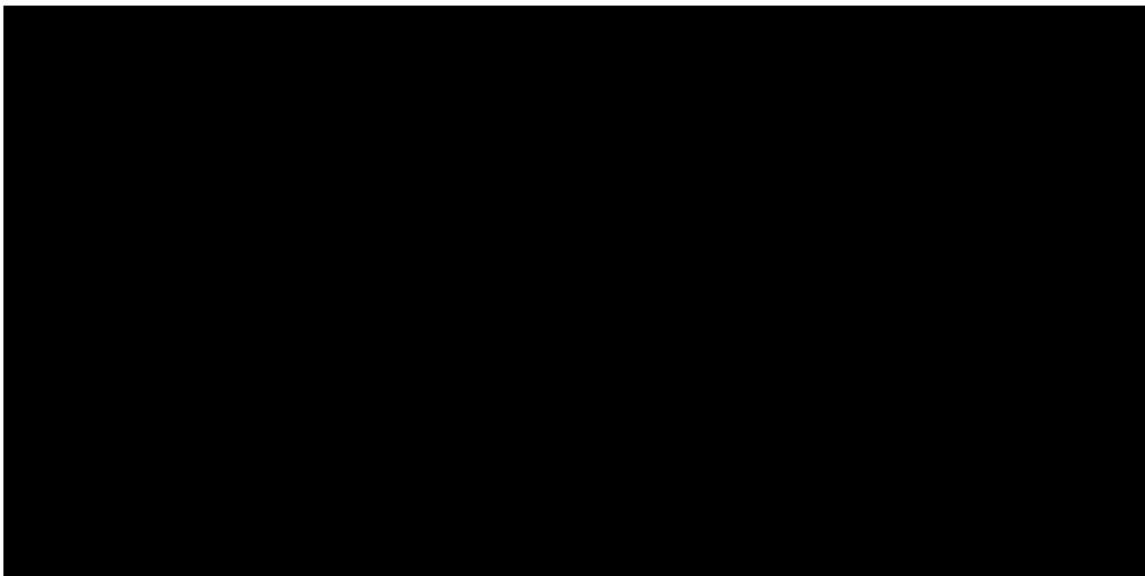
**1. DEFINITIONS AND INTERPRETATION**

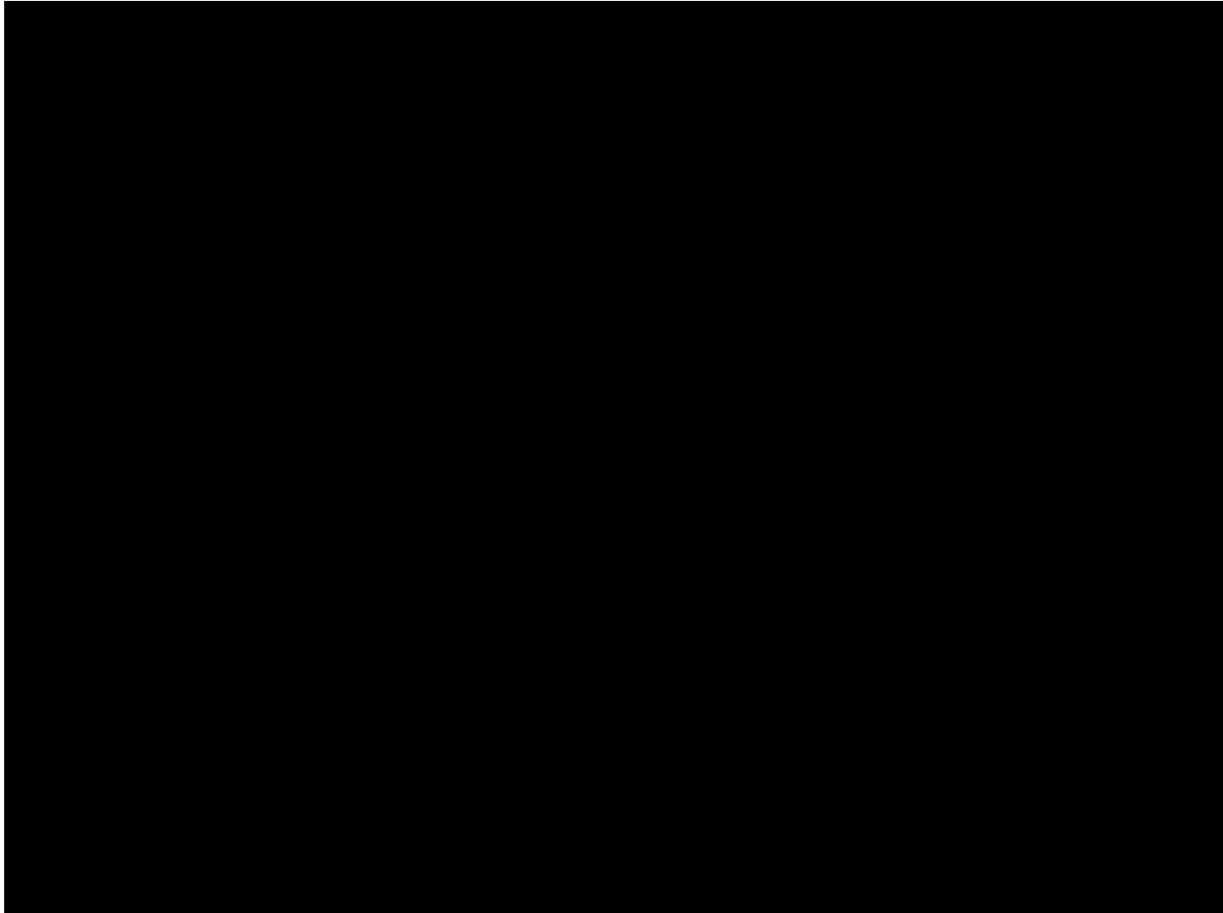


“**Assets**” means the Assigned Intellectual Property;

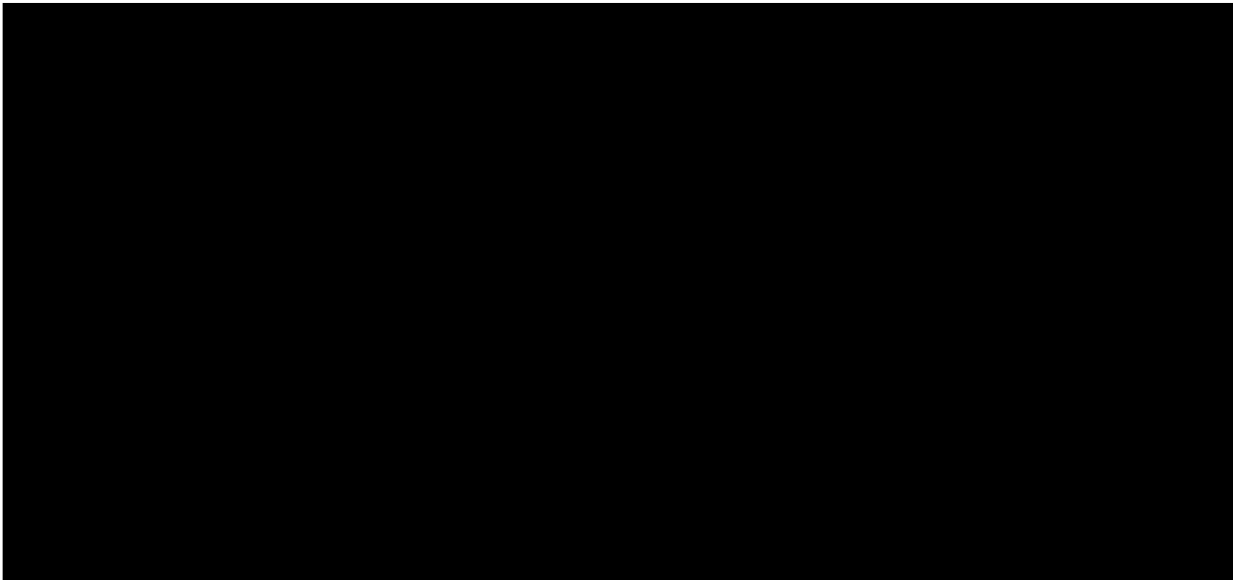
“**Assigned Intellectual Property**”  means all Intellectual Property Rights owned by the Sellers (or any of them), including Intellectual Property Rights owned by the Sellers (or any of them) in any of the following:

- (a) the Trade Marks;





“**Intellectual Property Rights**” means patents, utility models, 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 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;





“Trade Marks” means:

- (a) the registered trade marks and applications for registration of trade marks listed in Schedule 2 to this Agreement;
- (b) all registered trade marks and service marks, applications for registration of trade marks and service marks, and unregistered trade marks and service marks relating to the Oasis, Warehouse, [REDACTED] and owned by any of the Sellers as at the Effective Time; and
- (c) all rights in goodwill attached to any of the items referred to under (a) or (b);


“Trade Marks Assignment Agreement” means the agreement for the assignment of the Sellers’ right, title and interest in the Trade Marks between the Sellers (each as an assignor) and the Buyer (as assignee);

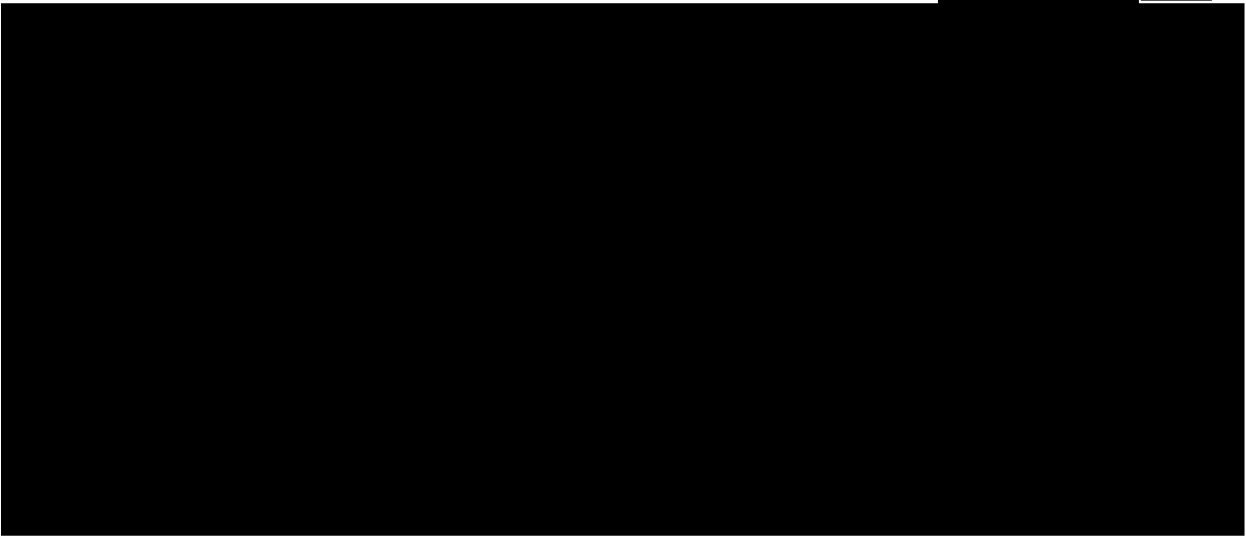


**2. SALE**

2.1 Subject to the terms of this Agreement, the Sellers, acting by the Administrators, shall, at the Completion Date and in consideration for payment of the Purchase Price, sell and the Buyer shall purchase whatever right, title and interest (if any) the Sellers have in the Assigned Intellectual Property as at the Effective Time.

**3. PRICE**

3.1 The Purchase Price payable by the Buyer for the Assets at Completion is 



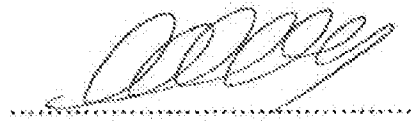
No	Trade Mark	Country / Region	Status	Class(es)	Registered Owner	Application Number	Application Date	Registration Number
[REDACTED]								

UK - 639150838.7

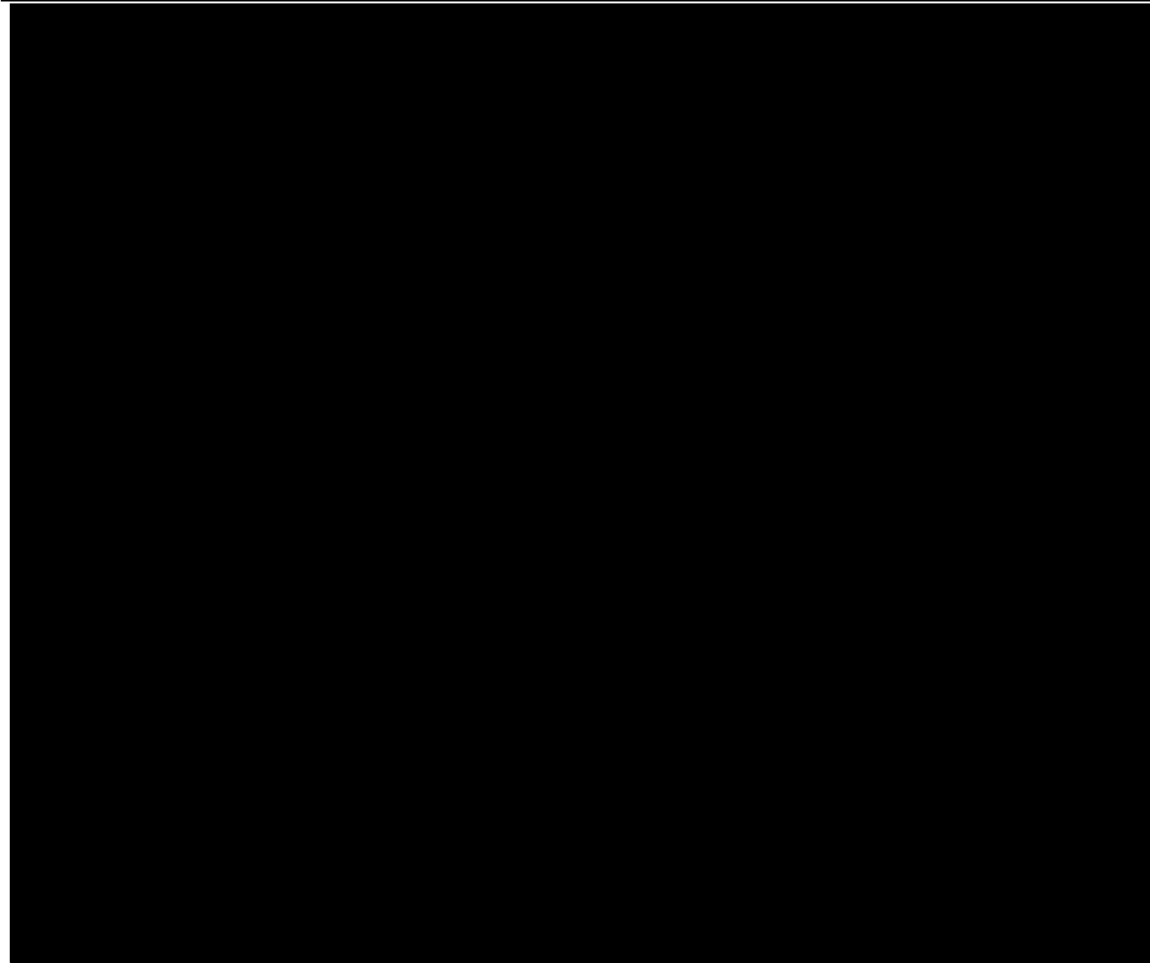
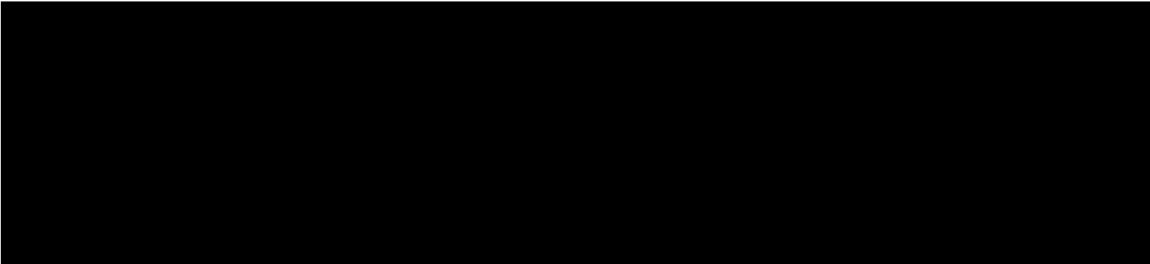
43

No	Trade Mark	Country / Region	Status	Class(es)	Registered Owner	Application Number	Application Date	Registration Number
429.	OASIS	USA	Registered	14	Oasis Fashion Limited	76-703406	2 Aug 2011	4004176
430.	OASIS	USA	Registered	18	Oasis Fashion Limited	76312144	12 Sep 2001	3469986
431.	OASIS	USA	Registered	25	Oasis Fashion Limited	74649800	21 Mar 1995	3072349
432.	OASIS	USA	Registered	35	Oasis Fashion Limited	87034751	12 May 2016	5118394

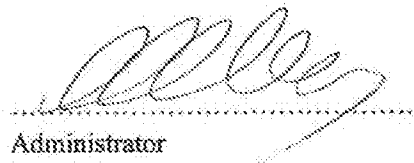
Signed by RS HARDING )  
for and on behalf of )  
**OASIS FASHIONS LIMITED** )  
**(IN ADMINISTRATION)** )  
acting by its joint administrator (as agent )  
without personal liability) )



.....



Signed by **ROBERT JAMES HARDING** )  
as administrator, for himself and on behalf of the )  
Joint Administrators, (as agents without personal )  
liability) )



.....  
Administrator

Signed by Henry Foster  
for and on behalf of  
**SHOO 634 LIMITED**

)  
)  
)



.....

Authorised Signatory