

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM868187

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Hut.com Limited		07/28/2022	Limited Company (Ltd.): UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THG ONDEMAND LIMITED		
<b>Street Address:</b>	5TH FLOOR VOYAGER HOUSE CHICAGO AVENUE		
<b>Internal Address:</b>	MANCHESTER AIRPORT		
<b>City:</b>	MANCHESTER		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	M90 3DQ		
<b>Entity Type:</b>	Limited Company (Ltd.): UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6708892	VERY NEKO	
<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>	2126843900		
<b>Email:</b>	efiling@grr.com		
<b>Correspondent Name:</b>	David D. Rodrigues		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 2:</b>	Gottlieb, Rackman & Reisman P.C.		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	4897/259		
<b>NAME OF SUBMITTER:</b>	David D. Rodrigues		
<b>SIGNATURE:</b>	/drodrigues/		
<b>DATE SIGNED:</b>	01/15/2024		
<b>Total Attachments: 4</b>			
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Dated 28th July 2022

(1) THE HUT.COM LIMITED

and

(2) THG ONDEMAND LIMITED

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CONFIRMATORY DEED OF TRADE MARK ASSIGNMENT in the UNITED STATES

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THIS DEED OF ASSIGNMENT is made on 28th July 2022

**BETWEEN**

- (1) **THE HUT.COM LIMITED** (registered in England and Wales number 5016010) having its registered office at 5th Floor Voyager House Chicago Avenue, Manchester Airport, Manchester, England M90 3DQ (the "Assignor"); and
- (2) **THG ONDEMAND LIMITED** (registered in England and Wales number 13400489) having its registered office at 5th Floor Voyager House Chicago Avenue, Manchester Airport, Manchester, England M90 3DQ (the "Assignee").

**WHEREAS**

- A The Assignor is the owner of the trade mark applications and registrations provided at Schedule 1 (hereafter referred collectively as the "Trade Marks").
- B The Assignor and Assignee executed a Business Transfer Agreement (the "BTA") dated 1 March 2022 for the sale of the Assignor business and assets as defined in the BTA including the Trade Marks, all common law rights in the Trade Marks, and the goodwill in the business attached to the Trade Marks and that portion of Assignor's business to which the Trade Marks pertains.
- C The Assignor wishes to effect the transfer to the Assignee of its legal title to the Trade Marks and all goodwill in the business attached to the Trade Marks and to record the transfer of legal title at the respective trade mark registries.

Operative Clauses

1. In pursuance of the consideration set out in the BTA, receipt and sufficiency of which the Assignor hereby acknowledges, as of the date of this document the Assignor assigns to the Assignee all the rights, title and interest in and to the Trade Marks, including all common law rights in the Trade Marks, together with all goodwill symbolized by and associated with the business attached to the Trade Marks and that portion of Assignor's business to which the Trade Marks pertain, and the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action.
2. The Assignor shall at the request and cost of the Assignee execute all such documents or do all such acts and things as the Assignee shall, after completion of the sale and purchase of the assets as defined in the BTA, reasonably require in order to give effect to the BTA and any documents entered into under it and, in particular, to effect the transfer of legal title to the Trade Marks including all goodwill in the business attached to the Trade Marks to the Assignee, and the Assignor shall, so far as it is able, procure that any relevant third party shall execute all such documents and/or procure the doing of such acts and things.
3. This Assignment and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature, including claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with English law. All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

*Signatures on next page*

EXECUTED and DELIVERED as a DEED by )  
The Hut.com Limited  
Acting by JAMES POCHIN  
In the presence of:

*James Pochin*

WITNESS:

Name: GARETH HILL  
Address 5<sup>th</sup> Floor, Voyager House, Chicago venue, Manchester Airport, Manchester, M90 3DQ  
Occupation: Solicitor

) *Gareth Hill*

EXECUTED and DELIVERED as a DEED by )  
THG OnDemand Limited  
Acting by JAMES POCHIN  
In the presence of:

*James Pochin*

WITNESS:

Name: GARETH HILL  
Address 5<sup>th</sup> Floor, Voyager House, Chicago venue, Manchester Airport, Manchester, M90 3DQ  
Occupation: Solicitor

) *Gareth Hill*

Schedule of Trade Marks

Trade Mark	Country	Application No.	Registration No.	Classes	HGF Ref.
AKEDO	USA (International Designation)	79276799	6242088	25	T289503WUS
VERY NEKO	USA	76720803	6708892	35	T301049US
ZAVVI	USA (International Designation)	79151955	4801639	9,28,35	T206572WUS
MOTH AUDIO	USA (International Designation)	79326511		9	T320164WUS