

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI65520

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900836427		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVO LIFESTYLE PRODUCTS LIMITED		02/12/2024	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	EVO BRANDS LIMITED		
Street Address:	1 ORMIDALE SQUARE		
Internal Address:	TIVERTON BUSINESS PARK		
City:	TIVERTON		
State/Country:	UNITED KINGDOM		
Postal Code:	EX166TW		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87531929	TROLLEY BAGS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9784639100		
Email:	trademarks@sandsip.com,mrizzo@sandsip.com		
Correspondent Name:	Michael R Rizzo		
Address Line 1:	14 Cedar Street, Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
ATTORNEY DOCKET NUMBER:	2006.03.200.33		
DOMESTIC REPRESENTATIVE			
Name:	Michael R Rizzo		
Address Line 1:	14 Cedar Street, Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
NAME OF SUBMITTER:	KRISTY CORNEAU		

SIGNATURE:	KRISTY CORNEAU
DATE SIGNED:	03/01/2024
Total Attachments: 7 source=IP ASSIGNMENT SIGNED V3#page1.tif source=IP ASSIGNMENT SIGNED V3#page2.tif source=IP ASSIGNMENT SIGNED V3#page3.tif source=IP ASSIGNMENT SIGNED V3#page4.tif source=IP ASSIGNMENT SIGNED V3#page5.tif source=IP ASSIGNMENT SIGNED V3#page6.tif source=IP ASSIGNMENT SIGNED V3#page7.tif	

DATED 12 February **2024**

- (1) **EVO LIFESTYLE PRODUCTS LIMITED
(PREVIOUSLY KNOWN AS TROLLEY BAGS UK
LIMITED)**
- (2) **EVO BRANDS LIMITED**

**ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

THIS AGREEMENT is dated 12th February 2024

BETWEEN

(1) **EVO LIFESTYLE PRODUCTS LIMITED** (previously known as Trolley Bags UK Limited) incorporated in England and Wales with registered number 08601019 and whose registered office is at 1 Ormidale Square, Tiverton Business Park, Tiverton, England, EX16 6TW ('Assignor'); and

(2) **EVO BRANDS LIMITED** incorporated in England and Wales with registered number 14752291 and whose registered office is at 1 Ormidale Square, Tiverton Business Park, Tiverton, England, EX16 6TW ('Assignee'); and

each a "party" and together the "parties".

BACKGROUND:-

(A) The parties have agreed that all Intellectual Property Rights (as defined below) owned by the Assignor (whether in law or in equity) are to be assigned to the Assignee on the terms set out in this agreement.

AGREED TERMS:-

1. Interpretation

The following definitions and rules of interpretation apply in this agreement, including in the Background to this agreement.

1.1. Definitions:

Business the business of reusable bag systems, collapsible box bags and cool bags operated under the name "Trolley Bags"; and

Intellectual Property Rights means all in intellectual rights (namely patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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) used in the Business, including the trade mark and design applications and registrations listed at in the schedule to this agreement, including any registrations which are granted pursuant to any such pending applications listed therein.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedule.
- 1.5. References to clauses and to the schedule are to the clauses and schedule of this Agreement.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8. 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

- 2.1. In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all such right, title and interest it has in and to the Intellectual Property Rights, including:
 - 2.1.1. all goodwill of the business symbolised by any trade marks forming part of the Intellectual Property Rights;
 - 2.1.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and to obtain and retain any relief recovered (including damages or an account of profits), in respect of every act of infringement, or other cause of action arising from ownership of any of the Intellectual Property Rights whether occurring before, on or after the date of this agreement.

3. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including for the purpose of recording the Assignee as the owner of any assigned registered Intellectual Property Rights at any relevant Intellectual Property Rights Office.

4. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement 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 preclude or restrict the further exercise of that or any other right or remedy.

5. Entire agreement

5.1. This agreement 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.

5.2. 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 agreement.

6. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. Severance

If any provision or part-provision of this agreement 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 agreement.

8. Counterpart

This agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

9. Governing law

This agreement 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 law of England and Wales.

10. Jurisdiction

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

This agreement has been entered into on the date stated at the beginning of it.

Signed by Joby Cronkshaw
(Director)
For and on behalf of
**EVO LIFESTYLE PRODUCTS
LIMITED**

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Signed by Joby Cronkshaw
(Director)
For and on behalf of
EVO BRANDS LIMITED

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**SCHEDULE
TRADE MARKS**

Country/ Territory	Mark	App./reg. no.	Class(es)
UK		UK00914791164	18
EU		014791164	18
Canada		1755271	18
International (Madrid Protocol) TM – WIPO – designating the USA, Australia and NZ		1284449	18
USA	TROLLEY BAGS	87531929	18

DESIGNS

Country/ Territory	Description	App./reg. no.
UK	Collapsible Storage Containers, Shopping bags, Collapsible boxes, Shopping carts (part of -)	90034485620001
UK	Foldable Bag	90026823020001
UK	Foldable Bag	90027033630001
EU	Shopping bags, Collapsible Storage Containers, Shopping carts (part of -), Collapsible boxes	003448562-0001
EU	Foldable Bag	002682302-0001
EU	Foldable Bag	002703363-0001
Argentina	Bag	91686

USA	Foldable Bag	D779828
USA	Shopping Bag	D845619
Canada	Foldable Bag	165353
NZ	Foldable Bag	420906
Australia	Foldable Bag	366770
South Africa	Trolley bag	A2015/01789