

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gul International Limited		04/21/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	MHMF Limited		
Street Address:	Penventinnie Barn, Penventinnie Lane		
City:	Truro, Cornwall		
State/Country:	UNITED KINGDOM		
Postal Code:	TR4 9EG		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2098963	GUL	
CORRESPONDENCE DATA			
Fax Number:	(617)574-7659		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-574-4153		
Email:	lbillone@goulstonstorrs.com		
Correspondent Name:	Lisa Billone		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
DOMESTIC REPRESENTATIVE			
Name:	Andrew J. Ferren		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Lisa Billone		

OP \$40.00 2098963

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TRADEMARK
REEL: 004604 FRAME: 0568

Signature:	/Lisa Billone/
Date:	08/15/2011
Total Attachments: 12 source=GULAssignment#page1.tif source=GULAssignment#page2.tif source=GULAssignment#page3.tif source=GULAssignment#page4.tif source=GULAssignment#page5.tif source=GULAssignment#page6.tif source=GULAssignment#page7.tif source=GULAssignment#page8.tif source=GULAssignment#page9.tif source=GULAssignment#page10.tif source=GULAssignment#page11.tif source=GULAssignment#page12.tif	

THIS DEED is dated 21 April 2011

BETWEEN

- (1) GUL INTERNATIONAL LIMITED (in administration) incorporated and registered in England and Wales with company number 04706430 whose registered office is at Callywith Gate, Launceston Road, Bodmin, Cornwall, PL31 2RQ (the "Assignor") acting by its administrators Ian Edward Walker and William John Kelly both of Begbies Traynor (Central) LLP (the "Administrators").
- (2) MHMF LIMITED incorporated and registered in England and Wales with company number 07589716 whose registered office is at Penventinnie Barn, Penventinnie Lane, Truro, Cornwall, TR4 9EG (the "Assignee").

BACKGROUND

- (A) The Assignor owns the Business Intellectual Property Rights (as defined below).
- (B) The Administrators were appointed as joint administrators of the Assignor on 21 April 2011.
- (C) By the Business Sale Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Business Intellectual Property Rights on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business: the business of wholesale sales and distribution of surfing and sailing related equipment, apparel and footwear (including without limitation watches) and stationery equipment and accessories.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Intellectual Property Rights: all the Intellectual Property Rights used and related to the Business as set out in more detail in the Business Sale Agreement including but not limited to the Trade Marks.

Business Sale Agreement: an asset purchase agreement dated 21 April 2011 between the Assignor and the Assignee.

Whereby certify this to be a true copy of the original
this 08 day of August 2011
[Signature]
Bogart Ashworth LLP

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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: those trade marks forming part of the Business Intellectual Property Rights as more particularly set out in the schedule to this Deed.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 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.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Writing or written includes faxes but not e-mail.
- 1.9 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Business Sale Agreement, the Assignor hereby assigns to the Assignee such right, title and interest as it may have in and to the Business Intellectual Property Rights, including:

- (a) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (b) 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 Business Intellectual Property Rights whether occurring before, on, or after the date of this assignment.

3. FURTHER ASSURANCE

3.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee such of the right, title and interest as is assigned to the Assignee under this Assignment, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Business Intellectual Property Rights; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Business Intellectual Property Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Business Intellectual Property Rights.

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 preclude 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 whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

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

7.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

8. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

9. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

10. NOTICE

10.1 A notice given under this agreement:

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- (b) shall be sent for the attention of the person, and to the address or fax number, given in this clause 10 (or such other address, fax number or person as the relevant party may notify to the party); and
- (c) shall be:
 - (i) delivered personally;
 - (ii) delivered by commercial courier;

- (iii) sent by fax;
- (iv) sent by prepaid first-class post or recorded delivery; or
- (v) (If the notice is served by post outside the country from which it is sent) sent by registered airmail.

10.2 The addresses for service of notice are:

(a) Assignor

Address: Balliol House, Southernhay Gardens, Exeter, EX1 1NP

For the attention of: Ian Walker

Fax number: 01392 260800

(b) Assignee

Address: Penventinnie Barn, Penventinnie Lane, Truro, Cornwall, TR4 9EG

For the attention of: Mike Flavelle

Fax number: 01208 262474

10.3 No communication from the Assignee shall be effective until it is received by the Assignor. Any other notice shall be deemed to have been received:

- (a) If delivered personally, at the time of delivery;
- (b) if delivered by commercial courier, at the time of signature of the courier's receipt;
- (c) If sent by fax, at the time of transmission;
- (d) if sent by prepaid first class post, recorded delivery or registered post, 48 hours from the date of posting;
- (e) if sent by registered airmail, five days from the date of posting; or
- (f) if deemed receipt under the previous paragraphs of this clause 10.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a Business Day), when business next starts in the place of receipt.

10.4 To prove service by the Assignor on the Assignee, it shall be sufficient to prove that the notice was transmitted by fax to the fax number of the Assignee or, in the case of post, that the envelope containing the notice was properly addressed and posted.

10.5 A notice under this agreement shall not be valid if sent by e-mail.

11. GOVERNING LAW AND JURISDICTION

11.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule - Trade Marks

[The main body of the page contains extremely faint and illegible text, likely representing a list of trade marks or a schedule. The text is too light to transcribe accurately.]

Trademark Records By Country

Owner	Trademark	Country	Appl. Date	No.	Status	Agent
Client	File Reference	Renewal Due	Reg. Date	No.	Sub Status	Supervisor

Australia

Gul International Limited	GUL	Australia	7 Jun 2002	915744	Registered	
Gul International Limited	IJP/46448, 126	7 Jun 2012	7 Jun 2002	915744		Ian Pearce

Class	9
Goods	Wetsuits and drysuits for diving and water sports; accessories for wetsuits and drysuits, hoods, seals and thermal undergarments; diving equipment and accessories, diving masks, gloves, boots, fins and snorkels; knee pads; buoyancy aids; life jackets; life vests; safety ropes; sunglasses, spectacle cases, spectacle chains, spectacle cords; parts and fittings for the aforesaid goods
Class	14
Goods	Wristwatches, watch straps and watch bands; parts and fittings for the aforesaid goods
Class	16
Goods	Stationery; pencil cases; writing instruments, erasers, rulers, pencil sharpeners, writing pads and exercise books, files, ring binders and folders; stickers, calendars and diaries
Class	18
Goods	Luggage and bags; holdalls, rucksacks; bags for outdoor pursuits; garment and equipment bags; beach bags; waterproof bags; wallets; purses; wash bags; parts and fittings for the aforesaid goods
Class	25
Goods	Clothing, sportswear and leisurewear; jackets, fleeces, shirts, T-shirts, sweatshirts, rugby shirts, skirts, trousers, shorts, jogging suits, waterproof trousers; vests, underwear, long johns and thermal underclothing; footwear, boots and slippers for use in surfing and windsurfing; socks; headgear, caps; hoods, skull caps and surf caps; mittens, waterproof mittens; gloves; spares; swimwear; wetsuits and drysuits; parts and fittings for the aforesaid goods
Class	28
Goods	Harnesses; sailing and windsurfing harnesses; body boards and surf boards; covers and bags adapted for use with surfboards and body boards; kneepads; protective vests and leashes; parts and fittings for the aforesaid goods

Gul International Limited	GUL & Device	Australia	13 Dec 1996	723939	Registered	Cullen & Co
Gul International Limited	IJP/46448, 126	13 Dec 2016	13 Dec 1996	723939		Ian Pearce



Class	14
Goods	Time pieces being wrist watches, clocks, chronometers; parts and fittings for all the aforesaid goods including watch and clock cases, watch straps and watch bands

Canada

Gul International Limited	GUL	Canada	31 Jan 1998	0803122	Registered	
Gul International Limited	IJP/46448, 126	2 Feb 2013	2 Feb 1998	TMA488,933		Ian Pearce

Associated Marks	Trademark: GUL; Application Number: 1047104; Registration Number: TMA572,963; File Reference: 46448; Classes: 9, 18
Class	14
Goods	Time pieces being wrist watches, clocks, chronometers; parts and fittings for all the aforesaid goods including watch and clock cases, watch straps and watch bands
Class	25
Goods	Wetsuits for surface water sports; articles of clothing being outer garments for the upper body, jackets, T-shirts, tracksuit tops, outer garments for the lower body, trousers, tracksuit trousers; articles of footwear, headgear, mittens and gloves, all being sportswear
Class	28
Goods	

Gul International

Limited **GUL** Canada 17 Feb 2000 1047104 Registered
 Gul International **IJP/46448.126** 2 Jan 2018 2 Jan 2003 TMA572,963 Ian Pearce
 Limited

Class	9
Goods	Wetsuits for diving and underwater sports, buoyancy aids for personal use
Class	18
Goods	Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and travelling bags; handbags, rucksacks, wallets, purses; umbrellas, parasols and walking sticks

CTM

Gul International **BIRD DEVICE** CTM 19 Dec 1996 000440016 Registered Bond Pearce
 Limited IJP/46448.126 19 Dec 2016 6 Jan 1999 000440016 Renewed Ian Pearce
 Limited



Class	14
Goods	Timepieces being wrist watches, clocks, chronometers, parts and fittings for all the aforesaid goods including watch and clock cases, watch straps and watch bands.

Gul International **GUL** CTM 19 Dec 1996 000439877 Registered Bond Pearce
 Limited IJP/46448.126 19 Dec 2016 8 Dec 1999 000439877 Renewed Ian Pearce
 Limited

Class	9
Goods	Wetsuits for diving and underwater sports; safety harnesses for windsurfers; buoyancy aids for personal use.
Class	14
Goods	Timepieces being wrist watches, clocks, chronometers, parts and fittings for all the aforesaid goods including watch and clock cases, watch straps and watch bands.
Class	16
Goods	Stationery including announcement cards, document files, envelopes, index-cards, pads, paper, exercise books, writing pads; office requisites including adhesive tape dispensers, correcting fluids, paper cutters, paper knives, elastic bands, clips for offices, rubber erasers, files, folders, forms, inking pads, inking ribbons, inkwells, letter trays, moisteners, paper clips, paperweights, pencil sharpeners, pens, parts and fittings for pens, pencils, inks, inkwells, punches, rulers, sealing wax, stamp pads, stapers, staplers, stencils, transparencies, typewriter ribbons, printer ribbons, loose-leaf binders, files, blotters, bookmarkers, carbon paper; calendars: carbon paper, drawing pins; adhesives, adhesive bands, all for stationery purpose.
Class	18
Goods	Sailbags; holdalls; harnesses for use with surfboards; garment bags; shopping bags; bags for campers; bags for climbers; rucksacks; beach bags; briefcases; cases; suitcases; trunks; handbags; vanity cases; wash bags; cosmetic bags; wallets; purses; satchels; leather shoulder straps; parts and fittings for all the aforesaid goods.
Class	25
Goods	Sportswear, leisure wear, footwear, headgear, mittens and gloves, swimwear and wetsuits for surface water sports.

Gul International **Gul and Device** CTM 19 Jul 2010 009255951 Registered Bond Pearce
 Limited **Corporate Logo** IJP/46448.223 19 Jul 2020 13 Mar 2011 009255951 Ian Pearce
 Limited



Class	9
Goods	Wetsuits and dry suits for diving and water sports; accessories for wetsuits and dry suits, hoods, seals and thermal undergarments; diving equipment and accessories, diving masks, gloves, boots, fins and snorkels; knee pads; buoyancy aids; life jackets; life vests; safety ropes; sunglasses; spectacle cases; spectacle chains; spectacle cords; parts and fittings for the aforesaid goods.
Class	14
Goods	Wristwatches, watch straps and watch bands; parts and fittings for the aforesaid goods.
Class	16
Goods	Stationery; pencil cases, writing instruments, erasers, rulers, pencil sharpeners, writing pads and exercise books, files, ring binders and folders, stickers, calendars and diaries.
Class	18
Goods	Luggage and bags; holdalls, rucksacks, bags for outdoor pursuits, garment and equipment bags, beach bags; waterproof bags, wallets, purses, wash bags; parts and fittings for the aforesaid goods.
Class	25
Goods	Clothing, sportswear and leisurewear; jackets, fleeces, shirts, t-shirts, sweatshirts, rugby shirts, skirts, trousers, shorts, jogging suits, waterproof trousers, vests; underwear, long johns and thermal underclothing; footwear, boots and slippers

Goods	for use in surfing and windsurfing, socks; headgear, caps, hoods, skull caps and surf caps; mittens; waterproof mittens; gloves; scarves; swimwear; wetsuits and dry suits; parts and fittings for the aforesaid goods.
Class	28
Goods	Harnesses; sailing and windsurfing harnesses; body boards and surf boards; covers and bags adapted for use with surfboards and body boards; kneepads, protective vests and leashes; parts and fittings for the aforesaid goods.

Russian Federation

Gul International Limited **GUL & Device** Russian Federation 16 Dec 1996 96716576 Registered Tria Robit
 Gul International Limited *IJP1/46448.126* **16 Dec 2016** 16 Dec 1996 166391 Renewed Ian Pearce



Class	14
Goods	

United States of America

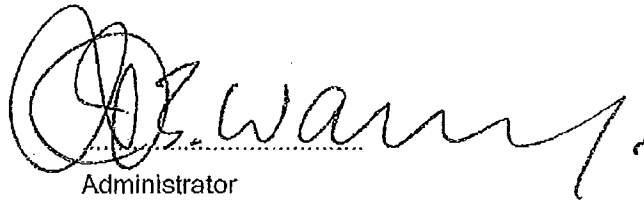
Gul International Limited **GUL** United States of America 10 May 1996 75102308 Registered Gifford Krass Sprinkle Anderson & Cilkowski PC
 Gul International Limited *IJP1/46448.126* **23 Sep 2017** 23 Sep 1997 2098963 Renewed Ian Pearce

Class	14
Goods	wristwatches, clocks, chronometers, watch movements, watch and clock cases, watch straps and watch bands
Class	25
Goods	clothing, namely, T-shirts, rugby shirts, sweat shirts, jogging suits, footwear, namely, steamer boots, windsurfing boots and slippers for use in surfing and windsurfing, headwear, namely, hoods, skull caps and surf caps, mittens, gloves, swimwear and wetsuits, for use in surface water sports

TM Administrator - END OF REPORT

IPPO WebTMS: printed 15 Apr 2011 13:37

Signed by
one of the Administrators as a
deed, for and on behalf of GUL
INTERNATIONAL LIMITED (in
administration) as its agent and
without personal liability in the
presence of:


.....
Administrator

Witness:
Name, address and occupation:

K. Bailey
KERRY BAILEY
BALLIOL HOUSE, SOUTHERNHAY GARDENS,
EXETER, EX1 1NP
TRAINEE INSOLVENCY ADMINISTRATOR

Signed by
as a deed for and on behalf of
MHMF LIMITED in the presence of:
Witness:
Name, address and occupation:

.....
Director

Signed by
one of the Administrators as a
deed, for and on behalf of GUL
INTERNATIONAL LIMITED (in
administration) as its agent and
without personal liability in the
presence of:

.....
Administrator

Witness:
Name, address and occupation:

MZ Flavell

Signed by
as a deed for and on behalf of
MHMF LIMITED in the presence of:

.....
Director

Witness: *[Signature]*
Name, address and occupation:

*HAZEL HEATHCOTE
CROOKS BALL
LANRGATH
LOOG
PL13 2NT,
CREDIT CONTROLLER*