

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Farfetch.com Limited		11/27/2014	LIMITED LIABILITY COMPANY: ISLE OF MAN
RECEIVING PARTY DATA			
Name:	Farfetch UK Limited		
Street Address:	26 Grosvenor Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1K 4QW		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4284607	FARFETCH.COM	
Registration Number:	3780124	FARFETCH.COM	
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:	212-999-6180		
Email:	trademarks@ip-law.co.il		
Correspondent Name:	Jonathan Agmon		
Address Line 1:	14 Shenkar Street		
Address Line 4:	Herzliya, ISRAEL 4672514		
ATTORNEY DOCKET NUMBER:	5125/34.1		
NAME OF SUBMITTER:	Jonathan Agmon		
SIGNATURE:	/Jonathan Agmon/		
DATE SIGNED:	12/02/2014		
Total Attachments: 17			
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DATED 27 November 2014

FARFETCH.COM LIMITED

and

FARFETCH UK LIMITED

**INTRA-GROUP ASSIGNMENT OF
INTELLECTUAL PROPERTY
RIGHTS**

**Bird & Bird LLP
15 Fetter Lane
London EC4A 1JP**

**Tel: 020 7415 6000
www.twobirds.com
ALNR/ALIG/FARFE.0017**

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THIS CONTRACT dated 27 November 2014 is made between:

PARTIES

- (1) **FARFETCH.COM LIMITED**, a company incorporated and registered in the Isle of Man with company number 000657V whose registered office is at Grosvenor House, 66-67 Athol Street, Douglas, IM1 1JE (the "Assignor"); and
- (2) **FARFETCH UK LIMITED**, a company incorporated and registered in England and Wales with company number 06400760 whose registered office is at 26 Grosvenor Street, London, W1K 4QW (the "Assignee").

RECITALS

- (A) The Assignor owns the Intellectual Property Rights (as defined below).
- (B) The Assignee is a subsidiary of the Assignor, which is the sole shareholder of the Assignee.
- (C) The Assignor has agreed to assign to the Assignee the Intellectual Property Rights on the terms set out in this agreement.

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business; "day" means a period of 24 consecutive hours ending at 12.00 midnight;

"**Copyright Applications**" means application nos. 2014Z11S041146 and 2014Z11S041145 for registration of the Copyright Works in the People's Republic of China.

"**Copyright Works**" means the copyright works set out in Schedule 3.

"**Domain Names**" means the domain names, short particulars of which are set out in Schedule 2;

"**Effective Date**" means the date of this agreement;

"**Farfetch Business**" means the fashion retail business conducted by any member of the Farfetch Group (whether individually or jointly with any other member of the Farfetch Group or a third party) at the Effective Date;

"**Farfetch Group**" means the Assignor, its holding companies and every subsidiary of each such holding company from time to time;

"**Farfetch IPR**" means the IPR owned by the Assignor at the Effective Date and used in the operation of the Farfetch Business;

"**Intellectual Property Rights**" or "**IPR**" means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv)

applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

"Trade Marks" means: (i) the registered trademarks and the applications for registered trade marks, short particulars of which are set out in Schedule 1; and (ii) Brazilian trade mark application nos. 904298868 and 904298744 (both for the stylised word mark 'FARFETCH.COM'), subject to acceptance of the assignment recordal application filed in respect of the assignment of such Brazilian applications from Farfetch.com Brasil Serviços Ltda. to the Assignor;

"VAT" means value added tax chargeable under the Value Added Tax Act 1994; and

"VATA 1994" means the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form 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 Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A "subsidiary" or "holding company" is to be construed in accordance with section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 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.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. ASSIGNMENT

2.1 In consideration of the sum of £138,584.80 (receipt of which the Assignor expressly acknowledges), the Assignor with effect from the Effective Date assigns (by way of present and, where appropriate, future assignment) to the Assignee absolutely with full title guarantee all its right, title and interest in and to:

2.1.1 the Farfetch IPR, including:

2.1.1.1 the entire copyright and all other rights in the nature of copyright subsisting in the Copyright Works;

2.1.1.2 any registrations granted pursuant to either of the Copyright Applications;

2.1.1.3 all statutory and common law rights attaching to the Trade Marks (including any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks), together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered and/or used; and

2.1.1.4 the ownership and control of the Domain Names in accordance with clause 3; and

2.1.2 on filing, the trade mark applications for the word-only mark 'FARFETCH' which the Assignor has instructed to be filed in its name in classes 35, 41 & 42 in Qatar and Saudi Arabia (but which have not yet been filed) and the absolute entitlement to any registered trade marks granted pursuant thereto.

2.2 The assignment in clause 2.1 shall include 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 Farfetch IPR whether occurring before, on, or after the date of this assignment.

3. DOMAIN NAME TRANSFER PROCEDURE

3.1 The Assignor shall promptly following the Effective Date (and, in any event, in accordance with any time limits imposed by relevant domain name registries and registrars) perform (or, where applicable, use reasonable endeavours to procure the performance by a third party of) at the Assignor's cost such further formalities, including:

3.1.1 the provision to the Assignee of online domain name account details and passwords relating to the Domain Names;

3.1.2 the selection and completion of relevant change of registrant functions within such domain name accounts;

3.1.3 the provision of email or other online notice or confirmation notifying the registrar of the transfer of the Domain Names; and

3.1.4 the execution of all documents, papers, forms and authorisations,

as are reasonably necessary to perfect the transfer of the Domain Names by:

- (a) registering them in the Assignee's name with effect from the Effective Date (in the case of those Domain Names of which: (i) the Assignor is the legal owner; and (ii) the Assignor is the beneficial owner only but which may legally be held in the name of the Assignee); and
- (b) giving the Assignee the full benefit and advantages of ownership of the Domain Names (in the case of those Domain Names of which the Assignor is the beneficial owner only and which may not legally be held in the name of the Assignee).

3.2 The Assignor shall at the Assignor's cost promptly following the Effective Date take whatever steps the Assignee reasonably requests to give the Assignee control of the Domain Names with effect from Effective Date.

4. VAT

4.1 The Assignee and the Assignor acknowledge that section 43(1) of VATA 1994 will apply to the transfer of the Intellectual Property Rights pursuant to this assignment.

4.2 If, despite clause 4.1, VAT is chargeable in connection with the transfer of the Intellectual Property Rights under this assignment, the Assignee shall pay the Assignor the amount of that VAT immediately on receipt of the relevant VAT invoice together with a copy of confirmation from HM Revenue & Customs that VAT is payable.

5. WARRANTIES

5.1 The Assignor warrants that:

5.1.1 it has the power, right and authority to enter into and perform its obligations under this Agreement; and

5.1.2 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Farfetch IPR.

6. MORAL RIGHTS

Upon the Assignee's request, the Assignor shall, at the Assignee's cost, use reasonable endeavours to procure that the authors of any materials in which the Farfetch IPR subsists waive any moral rights arising under the Copyright, Designs and Patents Act 1988 or equivalent or similar legislation that they may have in relation to the Farfetch IPR, and so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

7. FURTHER ASSURANCE

At its own cost, 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.

8. 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 prevent or restrict the further exercise of that or any other right or remedy.

9. **ENTIRE AGREEMENT**

9.1 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.

9.2 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.

10. **VARIATION**

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

11. **SEVERANCE**

11.1 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.

11.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12. **COUNTERPARTS**

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

13. **THIRD-PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

14. **NOTICES**

14.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

14.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

14.1.2 sent by fax to its main fax number.

14.2 Any notice or communication shall be deemed to have been received:

14.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

14.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

14.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.]

15. **GOVERNING LAW**

This agreement 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.

16. **JURISDICTION**

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

SCHEDULE 1**Applications for registered trade marks**

Country/ territory	Application Number	Mark	Registered Proprietor
Brazil	908057261	FARFETCH	Farfetch.com Limited
Brazil	908057318	FARFETCH	Farfetch.com Limited
Brazil	908057350	FARFETCH	Farfetch.com Limited
Brazil	908057105	FARFETCH	Farfetch.com Limited
Brazil	908057172	FARFETCH	Farfetch.com Limited
Brazil	908057202	FARFETCH	Farfetch.com Limited
Canada	1614178	FARFETCH	Farfetch.com Limited
India	2403105	FARFETCH	Farfetch.com Limited
Indonesia	Doo.2014.042774	FARFETCH	Farfetch.com Limited
Indonesia	Doo.2014042763	FARFETCH	Farfetch.com Limited
Indonesia	Doo.2014042778	FARFETCH	Farfetch.com Limited
International (Madrid Protocol)	UK international application no. IA00003040174_01	FARFETCH	Farfetch.com Limited
Kuwait	157942	FARFETCH	Farfetch.com Limited
Kuwait	157943	FARFETCH	Farfetch.com Limited
Kuwait	157944	FARFETCH	Farfetch.com Limited

Malaysia	2014061736	FARFETCH	Farfetch.com Limited
Malaysia	2014061733	FARFETCH	Farfetch.com Limited
Malaysia	2014061740	FARFETCH	Farfetch.com Limited
Thailand	885393	FARFETCH	Farfetch.com Limited
Thailand	885394	FARFETCH	Farfetch.com Limited
Thailand	885395	FARFETCH	Farfetch.com Limited
United Arab Emirates	219804	FARFETCH	Farfetch.com Limited
United Arab Emirates	219808	FARFETCH	Farfetch.com Limited
United Arab Emirates	219809	FARFETCH	Farfetch.com Limited
UK	3069996	FARFETCH	Farfetch.com Limited

Registered trade marks

Country/ territory	Registration Number	Mark	Registered Proprietor
CTM	11196292	FARFETCH	Farfetch.com Limited
CTM	6683882	Far-fetch.com (device)	Farfetch.com Limited
Hong Kong	302386873	FARFETCH	Farfetch.com Limited
Hong Kong	302957707	FARFETCH	Farfetch.com Limited
Republic of China (Taiwan)	01628996	FARFETCH	Farfetch.com Limited
UK	3040174	FARFETCH	Farfetch.com Limited
UK	2577269	FARFETCH.COM (device)	Farfetch.com Limited
International (Madrid Protocol)	1148755	FARFETCH	Farfetch.com Limited
USA	3,780,124	Farfetch.com (device)	Farfetch.com Limited
USA	4,284,607	Farfetch.com (device)	Farfetch.com Limited

SCHEDULE 2**Domain Names**

	Domain Name	Registrant
1.	farfetch.asia	FARFETCH.COM LIMITED
2.	farfetch.at	FARFETCH.COM LIMITED
3.	farfetch.ch	FARFETCH.COM LIMITED
4.	farfetch.co	FARFETCH.COM LIMITED
5.	farfetch.com.sb	FARFETCH.COM LIMITED
6.	farfetch.jp	FARFETCH.COM LIMITED
7.	farfetch.lt	FARFETCH.COM LIMITED
8.	farfetch.lu	FARFETCH.COM LIMITED
9.	farfetch.lv	FARFETCH.COM LIMITED
10.	farfetch.name	FARFETCH.COM LIMITED
11.	farfetch.pl	FARFETCH.COM LIMITED
12.	farfetch.ws	FARFETCH.COM LIMITED
13.	farfetch.se	FARFETCH.COM LIMITED
14.	farfetchsuperstore.com	FARFETCH.COM LIMITED
15.	futurefetch.co	FARFETCH.COM LIMITED
16.	futurefetch.co.uk	FARFETCH.COM LIMITED
17.	futurefetch.com	FARFETCH.COM LIMITED
18.	futurefetch.net	FARFETCH.COM LIMITED
19.	futurefetch.org	FARFETCH.COM LIMITED
20.	futurefetch.us	FARFETCH.COM LIMITED
21.	penelopeshoponline.com	FARFETCH.COM LIMITED
22.	farfetch.clothing	FARFETCH.COM LIMITED
23.	farfetch.fm	FARFETCH.COM LIMITED
24.	farfetch.io	FARFETCH.COM LIMITED

25.	farfetch.tel	FARFETCH.COM LIMITED
26.	farfetch.ventures	FARFETCH.COM LIMITED
27.	farfetch.gr	FARFETCH.COM LIMITED
28.	farfetch.diamonds	FARFETCH.COM LIMITED
29.	farfetch.photography	FARFETCH.COM LIMITED
30.	farfetch.graphics	FARFETCH.COM LIMITED
31.	farfetch.gallery	FARFETCH.COM LIMITED
32.	farfetch.technology	FARFETCH.COM LIMITED
33.	farfetch.today	FARFETCH.COM LIMITED
34.	farfetch.directory	FARFETCH.COM LIMITED
35.	farfetch.sexy	FARFETCH.COM LIMITED
36.	farfetch.co.nz	FARFETCH.COM LIMITED
37.	farfetch.pt	FARFETCH
38.	farfetch.de	FARFETCH.COM LIMITED
39.	farfetch.dk	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
40.	farfetch.es	FAR-FETCH.COM LIMITED
41.	farfetch.it	FARFETCH.COM LIMITED
42.	farfetch.ca	FARFETCH.COM LIMITED
43.	farfetch.hk	SUBLIME TECHNOLOGY LIMITED (Legal owner)
44.	farfetch.kr	GSON (Legal owner)
45.	farfetch.ru	FARFETCH.COM LIMITED
46.	farfetch.ae	FARFETCH.COM LIMITED
47.	farfetch.co.za	FARFETCH.COM LIMITED
48.	farfetch.com.ng	FARFETCH.COM LIMITED
49.	farfetch.kz	FARFETCH.COM LIMITED
50.	farfetch.qa	FARFETCH.COM LIMITED

51.	farfetch.sg	FARFETCH.COM LIMITED
52.	farfetch.fr	PTS PRIVACY & TRUSTEE SERVICES GMBH (Legal owner)
53.	farfetch.in	FARFETCH.COM LIMITED
54.	farfetch.info	FARFETCH.COM LIMITED
55.	farfetch.me	FARFETCH.COM LIMITED
56.	farfetch.mobi	FARFETCH.COM LIMITED
57.	farfetch.tw	FARFETCH.COM LIMITED
58.	farfetch360.com	FARFETCH.COM LIMITED
59.	farfatch.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
60.	farfeth.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
61.	farfetch.eu	SNNS LTD (Legal owner)
62.	farfetch.tv	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
63.	farfetch.us.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
64.	farftch.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
65.	littlefarfetch.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
66.	farfetch.us	FARFETCH.COM LIMITED
67.	babylonbusonline.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
68.	dolcitrameshop.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
69.	fareftch.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
70.	farffetch.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
71.	lucadelforte.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
72.	societeanonymestore.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
73.	tessabionline.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
74.	galleryfdm.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
75.	modedevue.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
76.	palearionline.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
77.	shopheartless.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
78.	bernardesheronline.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
79.	labour-of-love-shop.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
80.	blaak-shop.com	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
81.	numberstores.com	FARFETCH.COM LIMITED

82.	farfetch.net	FAR-FETCH.COM E-COMMERCE SOLUTIONS LIMITED
83.	farfetch.com	FARFETCH.COM LIMITED
84.	far-fetch.de	FARFETCH.COM LIMITED
85.	farfetch.中国	FARFETCH.COM LIMITED
86.	farfetch.com	FARFETCH.COM LIMITED
87.	farfetch.bi	FARFETCH.COM LIMITED
88.	farfetch.bw	FARFETCH.COM LIMITED
89.	farfetch.cat	FARFETCH.COM LIMITED
90.	farfetch.co.bw	FARFETCH.COM LIMITED
91.	farfetch.co.il	FARFETCH.COM LIMITED
92.	farfetch.co.uk	FARFETCH.COM LIMITED
93.	farfetch.com.au	FARFETCH.COM LIMITED
94.	farfetch.com.vn	FARFETCH.COM LIMITED
95.	farfetch.ml	FARFETCH.COM LIMITED
96.	farfetch.nz	FARFETCH.COM LIMITED
97.	farfetch.sn	FARFETCH.COM LIMITED
98.	farfetch.uk	FARFETCH.COM LIMITED
99.	farfetch.vn	FARFETCH.COM LIMITED

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SCHEDULE 3

Copyright Works

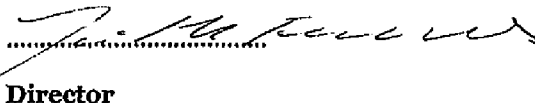
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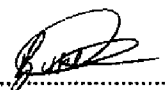
TRADEMARK
REEL: 005410 FRAME: 0762

EXECUTION PAGE

Signed by JOSE NEVES
a director for and on behalf of
FARFETCH.COM LIMITED


.....
Director

in the presence of:


.....

Name of witness:

Birsen Felim.....

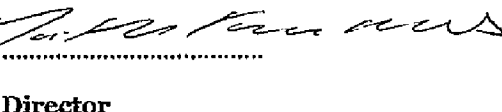
Address of witness:

3 The Biers, Potters Bar, EN6 1QE
.....

Occupation of witness:

Personal Assistant
.....

Signed by JOSE NEVES
a director for and on behalf of
FARFETCH UK LIMITED


.....
Director

in the presence of:


.....

Name of witness:

Birsen Felim.....

Address of witness:

3 The Biers, Potters Bar, EN6 1QE
.....

Occupation of witness

Personal Assistant
.....

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