

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akkurate Limited		11/20/2015	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Fashioneast Limited		
Street Address:	13 North Esplanade		
City:	St Peter Port		
State/Country:	UNITED STATES		
Postal Code:	GY1 2LQ		
Entity Type:	LIMITED LIABILITY COMPANY: GUERNSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3008500	JOHN RICHMOND	
Registration Number:	1887242	JOHN RICHMOND	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	4045818445		
Email:	cmurphy@jonesday.com		
Correspondent Name:	Charlotte K. Murphy		
Address Line 1:	1420 Peachtree Street NE		
Address Line 2:	Ste. 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	592724-600001		
DOMESTIC REPRESENTATIVE			
Name:	Charlotte K. Murphy		
Address Line 1:	1420 Peachtree Street NE		
Address Line 2:	Jones Day		
Address Line 4:	Atlanta, GEORGIA 30309		

CH \$65.00 3008500

NAME OF SUBMITTER:	Charlotte K. Murphy
SIGNATURE:	/Charlotte K. Murphy/
DATE SIGNED:	12/30/2015
Total Attachments: 14 source=Akkurate Limited Deed of Assignment 11.20.2015#page1.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page2.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page3.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page4.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page5.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page6.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page7.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page8.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page9.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page10.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page11.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page12.tif source=Akkurate Limited Deed of Assignment 11.20.2015#page13.tif source=Akkurate Limited Schedule 1#page1.tif	

DATED 20 NOVEMBER 2015

AKKURATE LIMITED

(in Liquidation)

and

MARTIN DOMINIC PICKARD and GRAHAM STUART WOLLOFF

and

FASHIONEAST LIMITED

DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS

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THIS DEED OF ASSIGNMENT is made the 20 day of November 2015

BETWEEN:

- (1) **AKKURATE LIMITED** (in liquidation) (company number 03539620) whose registered office is at The Pinnacle, 160 Midsummer Boulevard, Milton Keynes MK9 1FF (the "**Assignor**");
- (2) **MARTIN DOMINIC PICKARD** of Mazars LLP as above and **GRAHAM STUART WOLLOFF** of Elwell Watchorn & Saxton LLP of 1 East Poultry Avenue, London EC1A 9PT (as joint liquidators of the Assignor) (the "**Liquidators**"); and
- (3) **FASHIONEAST LIMITED** a company incorporated in Guernsey with company number 61215 and whose registered office is at 13 North Esplanade, St Peter Port, Guernsey GY1 2LQ (the "**Assignee**").

BACKGROUND

- 1 Pursuant to the agreement for the sale of certain assets of the Assignor (in liquidation) dated 20 November 2015 (the "**Effective Date**") entered into between the parties to this Deed (the "**Sale Agreement**"), the Assignor has agreed, amongst other things, to assign the Transferred Assets (defined below) to the Assignee on the terms set out in this Deed.
- 2 The Liquidators have entered into this Deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this Deed.

THE PARTIES agree as follows:

1 INTERPRETATION

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

"**Business**" means the ownership and exploitation of the Trade Marks and the creation and realisation of products sold under the Trade Marks.

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

"**Domain Name**" means the domain name www.johnrichmond.com.

"**Encumbrances**" any interest or equity of any person in any of the Transferred Assets (including without limitation any right to acquire, licence, option or right of pre-emption) or any mortgage, charge, lien, assignment, hypothecation, security, title, retention or any other security agreement or arrangement.

"**Intellectual Property**" means the patents, designs, copyrights, the Website IP, trade marks (including the Trade Marks), database rights, logos, get-up, trade names, brand names, goodwill and the right to sue for passing off, know how, patterns, drawings, programs, product names, inventions, trade secrets, utility models,

business names, customer information (and any rights in connection with applications for the registration of any of the above) and all other intellectual property rights in each case whether registered or unregistered and all rights or forms of protection having equivalent or similar effect anywhere in the world owned by the Seller and used by it in connection with the Business.

"**Trade Marks**" means the trade marks owned by the Assignor including but not limited to those listed in Schedule 1.

"**Transferred Assets**" means Intellectual Property.

"**Website IP**" means all Intellectual Property in the content (including images, videos, artwork and designs) of the website at the Domain Name as at the Effective Date.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Deed.
- 1.3 The schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Deed.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 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 Deed 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.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 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

- 2.1 For the consideration set out in the Sale Agreement paid by the Assignee (receipt of which the Assignor hereby expressly acknowledges), the Assignor hereby assigns, to

the Assignee absolutely with effect from the Effective Date, all its right, title and interest in and to the Transferred Assets, including (without limitation):

- 2.1.1 all goodwill attaching to any names and trade marks that constitute Transferred Assets and in respect of the business relating to the goods or services in respect of which the names and/or trade marks are registered or used;
 - 2.1.2 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 Transferred Assets whether occurring before, on, or after the date of this Deed, including the right to claim and retain damages and other relief obtained as a result of such proceedings.
 - 2.1.3 the right to apply for, prosecute and obtain further registrations based on any and all of the Transferred Assets (including, without limitation, the right to claim priority);
 - 2.1.4 the right to possession and exclusive use of all materials (in whatever media) relating to the Transferred Assets or any of them; and
 - 2.1.5 the exclusive right for the Assignee and its successors and assignees to carry on its business under any unregistered trade marks included in the Transferred Assets and to represent itself as using such rights in succession to the Assignor.
- 2.2 The Assignor and the Liquidators shall, at the Assignee's reasonable 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 the full benefit of the right, title and interest assigned to the Assignee under this Deed, including (without limitation):
- 2.2.1 registration of the Assignee as proprietor of any Transferred Assets at the relevant registries;
 - 2.2.2 [and
 - 2.2.3 to obtain any necessary consents and/or licences from third parties in respect of the Transferred Assets purported to be assigned under this Agreement.
- 2.3 In the event that any claims are made or proceedings are commenced by or against the Assignee by or against any third party relating to any of the Transferred Assets, the Assignor and the Liquidators shall provide such reasonable assistance as the Assignee requests upon reasonable notice and, to the extent that the claims or proceedings arise as a result of any breach by the Assignor or Liquidators of this

Deed, at the Assignor's expense.

3 EXCLUSION OF WARRANTIES

- 3.1 Subject to clauses 3.3, 3.6 and 4 below, all representations warranties conditions and stipulations express or implied statutory customary or otherwise in respect of the Transferred Assets or any of the rights title and interests assigned or agreed to be assigned pursuant to this agreement are expressly excluded (including without limitation warranties and conditions as to title, validity or infringement).
- 3.2 Unless otherwise required by law (and then only to that extent) the Assignor and the Liquidators and each of them shall not be liable for any loss or damage of any kind whatever consequential or otherwise arising out of or due to or caused by any defect or deficiencies in any of the Transferred Assets.
- 3.3 The Assignee acknowledges that all of the Transferred Assets are sold subject to all Encumbrances. The Assignor warrants that it is not aware of any Encumbrances in relation to the Transferred Assets.
- 3.4 The Assignee agrees that the terms and conditions of this Deed and the exclusions and limitations contained in it are fair and reasonable having regard to the following:
 - 3.4.1 that this is an assignment by an insolvent company in circumstances where it is usual that no representations and warranties (except as set out in clauses 3.3 and 4 below) can be given by or on behalf of the Assignor or the Liquidators;
 - 3.4.2 that the Assignee has relied solely upon the Assignee's own opinion and/or professional advice concerning the Transferred Assets their quality state condition description fitness and/or suitability for any purpose and the use it intends or proposes to put them to;
 - 3.4.3 that the Assignee has agreed to purchase the Transferred Assets "as seen" in their present state and condition for a consideration which takes into account the risk to the Assignee represented by the parties' belief that the said exclusions and limitations are or would be recognised by the courts; and
 - 3.4.4 that the Assignee its servants employees agents representatives and advisers have been given every opportunity it or they may reasonably wish to have to examine and inspect all or any of the Transferred Assets and all relevant documents relating to them.
- 3.5 The Assignee acknowledges for the avoidance of doubt that if the Assignor does not have title or unencumbered title to any or all of the Transferred Assets or if the Assignee cannot exercise any right conferred or purported to be conferred on it by

this Deed this shall not be a ground or grounds for rescinding avoiding or varying any or all of the provisions of this Deed.

3.6 Notwithstanding any provision of this clause 3, nothing in this Deed operates to limit or exclude any liability for fraud or fraudulent misrepresentation or for death or personal injury arising from negligence.

4 LIQUIDATORS' REPRESENTATIONS

4.1 The Liquidators represent and warrant as follows:

- 4.1.1 each of the Liquidators is licensed to act as an insolvency practitioner;
- 4.1.2 no Liquidator has resigned from office and no court order has been made for the discharge of any of the Liquidators from office;
- 4.1.3 the Liquidators have taken no steps to grant any security interest over the Transferred Assets and/or the Licences which would be registrable at Companies House pursuant to Section 860 of the Companies Act 2006;
- 4.1.4 the Liquidators have not granted or extended any Licences in respect of the Transferred Assets and have not entered into and do not intend to enter into any other transactions with regard to the sale of Intellectual Property owned by the Assignor; and
- 4.1.5 save supplying proof of debt forms where requested the Liquidators have not responded to, or otherwise taken steps to remedy any issue or default referred to in, any correspondence received by the Liquidators and/or the Seller in respect of the Licences including without limitation correspondence received by the Liquidators and/or the Seller from (i) Euroitalia S.r.l. and/or (ii) Calzaturificio Rodolfo Zengarini S.r.l.

5 EXCLUSION OF PERSONAL LIABILITY

5.1 The Liquidators have entered into this Deed as agents for and on behalf of each of the Assignors and neither the Liquidators nor their firm, partners, members, employees, agents or advisers shall incur personal liability under or by virtue of this Deed or under any document executed pursuant to this Deed, other than in respect of their obligations under clauses 2.2 and 4 above.

5.2 Nothing in this Deed operates to limit or exclude any liability for fraud or fraudulent misrepresentation or for death or personal injury arising from negligence.

6 COUNTERPARTS

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

constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

7 ENTIRE AGREEMENT

This Deed and the Sale Agreement represent the entire understanding between the Parties in relation to them and the Assignee acknowledges and agrees that it has not entered into this Deed in reliance upon any representations agreements statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by the Assignor, the Liquidators or its or their officers servants agents or representatives at any time.

8 THIRD PARTY RIGHTS

Save for clause 5.1, no person other than a party to this Deed shall have any rights to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

9 NOTICES

9.1 Any notice or other communication required to be given under this Deed shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

9.1.1 Assignor: Martin Dominic Pickard of Mazars LLP, The Pinnacle, 160 Midsummer Boulevard, Milton Keynes MK9 1FF

9.1.2 Assignee: c/o Liberation Management Limited, 13 North Esplanade, St Peter's Port, Guernsey GY1 2LQ

or as otherwise specified by the relevant party by notice in writing to each other party.

9.2 Any notice or other communication shall be deemed to have been duly received:

9.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

9.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

9.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

9.3 A notice or other communication required to be given under this Deed shall not be validly given if sent by e-mail.

9.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

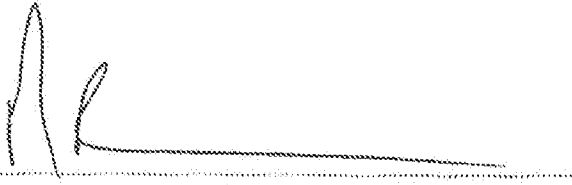
10 **GOVERNING LAW AND JURISDICTION**

10.1 This Deed 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.

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

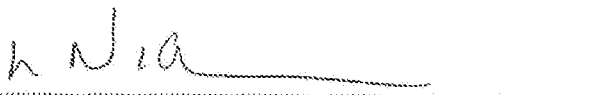
IN WITNESS whereof the parties have signed this document as a deed the day and year first before written.

EXECUTED (but not delivered until the date hereof) as a DEED by AKKURATE LIMITED (in liquidation) acting by one of its Liquidators, without personal liability

Liquidator
Signature: 

Name (in block capitals) MARTIN DOMINIC PICKARD MARTIN DOMINIC PICKARD

In the presence of:

WITNESS:
Signature: 

Address: TRAZARS LLP, THE PINNACLE
160 MIDSUMMER BOULEVARD
MILTON KEYNES MK9 1FF.

Occupation: Insolvency Administrator

Completed 17:51

EXECUTED (but not delivered until the date hereof) as a DEED by one of the LIQUIDATORS, without personal liability

LIQUIDATOR

Signature:

[Handwritten signature]

Name (in block capitals)

MARTIN DOMINIC PICKARD

in the presence of:

[Handwritten signature]

WITNESS:

Signature:

.....

Address:

MAZARS LLP, THE PINNACLE

160 MIDSUMMER BOULEVARD

MILTON KEYNES

Occupation:

Insolvency Administrator

EXECUTED (but not delivered until the date hereof) as a DEED by FASHIONEAST LIMITED

in the presence of:

WITNESS:

Signature:

.....

Address:

.....

.....

.....

Occupation:

.....

EXECUTED (but not delivered until the date hereof) as a DEED by one of the LIQUIDATORS, without personal liability

LIQUIDATOR

Signature:

Name (in block capitals)

in the presence of:

WITNESS:

Signature:

Address:

Occupation:

EXECUTED (but not delivered until the date hereof) as a DEED by FASHIONEAST LIMITED

Bill Cosin



in the presence of:

.....

WITNESS:

Signature:

[Signature]

Address:

13 NORTH ESPLANADE

.....

ST PETER PORT

.....

GUERAPEN, G71 2LQ

Occupation:

TRUST OFFICER

Schedule 1: Trade Marks

Applicat. : 3/09/2007 Number : 649145
 Registrat.: 30/09/2007 Number : 649145
 From : 29/09/2007 Durat. : 10 Year/s
 Expirat. : 29/09/2017 Document type : First renewal
 Country : EUROPEAN UNION | Class : 25 .

Client/s	Owner/s
AKKURATE LIMITED Trade/Service Marks abroad	AKKURATE LIMITED Our Ref.: CE 71475.00
Trademark: 188354 JOHN RICHMOND	Type :
Applicat. : 21/02/2003	Number : 78217754
Registrat.: 25/10/2005	Number : 3008500
From : 25/10/2005	Durat. : 10 Year/s
Expirat. : 25/10/2015	Document type : First filing
Country : UNITED STATES OF AMERICA Class : 09, 14 .	

Client/s	Owner/s
AKKURATE LIMITED Trade/Service Marks abroad	AKKURATE LIMITED Our Ref.: CE 71476.00
Trademark: 188354 JOHN RICHMOND	Type :
Registrat.: 1887242	Number :
From : 4/04/2005	Durat. : 10 Year/s
Expirat. : 4/04/2015	Document type : First renewal
Country : UNITED STATES OF AMERICA Class : 25 .	

Client/s	Owner/s
AKKURATE LIMITED Trade/Service Marks abroad	AKKURATE LIMITED Our Ref.: CE 71542.00
Trademark: 26488-07 JOHN RICHMOND	Type :
Applicat. : 2/11/2007	Number : 26488-07
Registrat.: 17/06/2009	Number : P295154
From : 17/06/2009	Durat. : 15 Year/s
Expirat. : 17/06/2024	Document type : First filing
Country : VENEZUELA Class : 03 .	