

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388501

<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>
STONEVILLE GLOBAL LIMITED		03/07/2016	Corporation: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEONIAN SINGAPORE PTE. LTD.		
<b>Street Address:</b>	4 Chang Charn Road		
<b>City:</b>	Singapore		
<b>State/Country:</b>	SINGAPORE		
<b>Postal Code:</b>	159633		
<b>Entity Type:</b>	Corporation: SINGAPORE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4655005	BUKTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129499190		
<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>	(212) 949-9022		
<b>Email:</b>	VMTannenbaum@lawabel.com		
<b>Correspondent Name:</b>	Victor Tannenbaum		
<b>Address Line 1:</b>	666 Third Avenue		
<b>Address Line 2:</b>	10th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Victor Tannenbaum		
<b>SIGNATURE:</b>	/VMT/		
<b>DATE SIGNED:</b>	06/20/2016		
<b>Total Attachments: 16</b>			
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Private & Confidential

DATED 7<sup>th</sup> March 2016

STONEVILLE GLOBAL LIMITED (1)

and

LEONIAN SINGAPORE PTE. LTD. (2)

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DEED OF ASSIGNMENT OF TRADE MARKS

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Evolution  
10 South Parade  
Leeds  
LS1 5QS

TRADEMARK  
REEL: 005816 FRAME: 0113

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THIS DEED is dated 7<sup>th</sup> March 2016

**Parties**

- (1) **STONEVILLE GLOBAL LIMITED** incorporated and registered in the British Virgin Islands with the company No. 1062119 and its registered office is situated at Palm Grove House, PO Box 438, Road Town, Tortola, British Virgin Islands (the "Assignor").
  
- (2) **LEONIAN SINGAPORE PTE. LTD.** incorporated and registered in Singapore with company number 201331362G whose registered office is at 4 Chang Charn Road, Singapore, 159633 (the "Assignee").

**Background**

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
  
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Trade Marks 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.

**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.

"**Main Agreement**" means a Trademark Purchase Contract dated 29 January 2016 between Stoneville Global Limited and the Assignee.

"**Trade Marks**" means the registered trade marks short particulars of which are set out in Schedule 1.

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994.

- 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 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.
- 1.5 References to clauses and Schedules are to the clauses and Schedules 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 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes faxes and email.
- 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.

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 absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) all statutory and common law rights attaching to 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 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 (including passing off) arising from ownership, of the Trade Marks whether occurring before, on or after the date of this agreement.

3. VAT

3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT Invoice in respect of such VAT to the Assignee.

4. Warranties

4.1 The Assignor represents and warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
- (b) it is properly registered as the registered proprietor of the Trade Marks in Schedule 1 Part 1 and the Trade Marks in Schedule 1 Part 2 are in the process of being recorded in the name of the Assignor;

- (c) all application, registration, renewal and other fees in respect of the Trade Marks have been paid and no further fees are due within six months after the date of this agreement;
- (d) it has not given any third party permission to use the Trade Marks or otherwise licensed or assigned any of the rights under the Trade Marks other than current licensees properly authorised;
- (e) the Trade Marks are free from any security interest, option, mortgage, charge or lien;
- (f) it has not acquiesced in the unauthorised use of the Trade Marks;
- (g) the Trade Marks are valid and subsisting and to the best of the Assignor's knowledge are not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;
- (h) it is unaware of any infringement or likely infringement of the Trade Marks other than as described in the Main Agreement and details of which have been given to the Assignee;
- (i) no claim has been made by a third party that disputes the right of the Assignor to use the Trade Marks, and it is unaware of any circumstances likely to give rise to a claim; and
- (j) so far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party.

5. Indemnity

5.1 Subject to clauses 5.3 and 5.4 below the Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with any breach by the Assignor of the warranties in clause 4 above.



5.2 At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

5.3 Subject to clause 5.4 below, this indemnity shall not apply where the Assignee has been negligent or at fault.

5.4 Nothing in this clause shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

6. Further assurance

6.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including registration of the Assignee as registered proprietor of the Trade Marks.

6.2 The Assignor shall do the following at the Assignee's cost and direction (unless otherwise agreed in writing), pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:

- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by the relevant trade mark registry or authority;
- (c) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of any person that the Assignee notifies to the Assignor in writing from time to time; and
- (d) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or

proceedings which commence after the date of this agreement (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

6.3 The Assignor appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 6.4, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Trade Marks and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

6.4 The Assignor undertakes to ratify and confirm everything that the Assignee does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

7. Waiver

7.1 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.

8. Entire agreement

8.1 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.

8.2 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 misrepresentation or negligent misstatement based on any statement in this agreement.

9. Variation

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

10. Severance

10.1 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.

10.2 If 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.

11. Counterparts

11.1 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.

11.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

11.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

**12. Third party rights**

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

**13. Notices**

13.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be by recorded delivery service to its registered office (if a company) or its principal place of business (in any other case).

13.2 Any notice or communication shall be deemed to have been received on the date recorded as delivered.

13.3 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.

**14. Governing law**

14.1 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.



**15. Jurisdiction**


15.1 Each party irrevocably agrees that the courts of England and Wales shall have non-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).

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

**SCHEDULE 1  
PART 1  
REGISTERED TRADE MARKS IN THE NAME OF STONEVILLE GLOBAL LIMITED**

Country Name	Short title	Status	Reg Date	Reg No.	Expiry/Renewal	Classes	Trademark Holder	Comments
Australia	BUKTA - Madrid designation	Registered (active)	10 Jun 2004	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	
China	BUKTA	Registered (active)	28 Aug 2001	1625492	27 Aug 2021	25	Stoneville Global Limited	
China	BUKTA - Madrid designation	Registered (active)		859334	10 Jun 2024	18 25 28	Stoneville Global Limited	
China		Registered (active)	28 Sep 2010	7220384	27 Sep 2020	18	Stoneville Global Limited	
China		Registered (active)	14 Sep 2010	7220383	13 Sep 2020	25	Stoneville Global Limited	
China	BUKTA	Registered (active)	14 Sep 2010	7220385	13 Sep 2020	25	Stoneville Global Limited	
China	BUKTA	Registered (active)	28 Sep 2010	7220386	27 Sep 2020	18	Stoneville Global Limited	
European Community	BUKTA	Registered (active)	15 Feb 2006	3897841	09 Jun 2024	9 16 18 25 28	Stoneville Global Limited	
European Community	BUKTA	Registered (active)	25 Oct 2002	2081487	13 Feb 2021	25	Stoneville Global Limited	
European Community	BUKTA	Registered (active)	21 Jan 2009	006549172	06 Feb 2018	14 24 35	Stoneville Global Limited	
Japan	BUKTA - Madrid designation	Registered (active)	10 Aug 2007	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	

Japan	BUKTA Stylised	Registered (active)	20 Jun 1997	3323194	20 Jun 2017	25	Stoneville Global Limited	
Malaysia	BUKTA [word]	Registered (active)	10 Nov 2012	08001846	30 Jan 2018	25	Stoneville Global Limited	
Malaysia		Registered (active)	20 Nov 2006	6021204	20 Nov 2016	28	COBRA SPORTS SDN. BHD.	
Morocco	BUKTA - Madrid designation	Registered (active)	10 Jun 2004	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	
Pakistan	BUKTA	Registered (active)	19 Feb 2008	197084	12 Jun 2014	25	Stoneville Global Limited	Renewed by Assignor
Republic of Korea	BUKTA - Madrid designation	Registered (active)	01 May 2007	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	
Russian Federation	BUKTA - Madrid designation	Registered (active)	10 Jun 2004	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	
Singapore	BUKTA - Madrid designation	Registered (active)	10 Jun 2004	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	
Switzerland	BUKTA - Madrid designation	Registered (active)	10 Jun 2004	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	
Taiwan	BUKTA	Registered (active)	16 Mar 2008	01305133	15 Mar 2018	3 9 16 18 25 28	Stoneville Global Limited	
Taiwan	BUKTA stylised	Registered (active)	16 Mar 2008	01305134	15 Mar 2018	3 9 16 18 25 28	Stoneville Global Limited	
Taiwan		Registered (active)	16 Mar 2008	01305135	15 Mar 2018	3 9 16 18 25 28	Stoneville Global Limited	
Turkey	BUKTA - Madrid designation	Registered (active)	10 Jun 2004	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	

United Kingdom	BUKTA	Registered (active)	21 Oct 2005	2365164	07 Jun 2024	3 9 16 18 25 28	Stoneville Global Limited	
United Kingdom	BUKTA Stitching Device	Registered (active)	21 Apr 2006	2407536	25 Nov 2015	25	Stoneville Global Limited	To be renewed by Assignor
United Kingdom	BUKTA Triangle	Registered (active)	14 Jul 1995	1501788	21 May 2019	25	Stoneville Global Limited	
United Kingdom		Registered (active)	10 Apr 1992	1439014	23 Aug 2017	25	Stoneville Global Limited	
United States of America	BUKTA	Registered (active)	16 Dec 2014	4655005	16 Dec 2024	25	Stoneville Global Limited	
WIPO	BUKTA	Registered (active)	10 Jun 2004	859334	10 Jun 2024	18 25 28	Stoneville Global Limited	
India	Flying Buck (Device)	Pending	14 Jun 2004	1290060		3 9 16 18 25 28	Stoneville Global Limited	Pending Registration

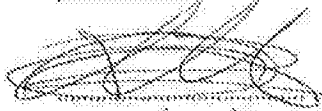
**SCHEDULE 1 PART 2  
TRADE MARKS OWNED BY STONEVILLE BUT STILL PENDING TRANSFER**

Country	Short title	Status	Filing No.	Filing Date	Reg Date	Reg No.	Expiry	Classes	Trademark Holder	Comments
Bangladesh	BUKTA	Pending	86223	16 Jun 2004				25	TMLP LLP	Assignment pending and office action in progress
Malaysia	BUKTA stylised	Registered	06021207	20 Nov 2006		06021207	20 Nov 2016	25	Cobra Sports Sdn Bhd	Assignment recordal to Assignor pending
India	BUKTA	Registered	933228	20 Jun 2000	09 Mar 2007	933228	20 Jun 2020	25	Cavendish International Limited	



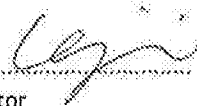
Executed as a deed by **STONEVILLE GLOBAL LIMITED** acting by Cheam Directors Limited, a director, in the presence of:


  
..... Ian Colquhoun  
Director



NAME: *Louise O'Malley*  
ADDRESS: *237 Main Street, Gibraltar*  
OCCUPATION: *Assistant Company Manager*

Executed as a deed by **LEONIAN SINGAPORE PTE. LTD.** acting by Kazutaka Kijima, a director, in the presence of:

  
.....  
Director

  
.....  
NAME: *Mark Tang*  
ADDRESS: *4 Chang Charn Road*  
*Singapore 159633*  
CONTACT: *+65 64670955*  
OCCUPATION: *Legal Executive*

UNITED STATES

REVOCAATION  
AND  
NEW POWER OF ATTORNEY

Mark: BUKTA  
Registration: 4655005  
Serial No.:  
Classes: 25  
Owner: Leonian Singapore Pte.

Ltd.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Abelman, Frayne & Schwab, whose postal address is 666 Third Avenue, New York, New York 10017-5621, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

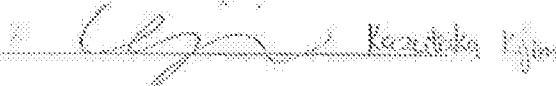
Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation

Lawrence E. Abelman	Julianne Abelman
Jeffrey A. Schwab	Thomas E. Spath
Victor M. Tannenbaum	Julie B. Seyler
Peter J. Lynfield	Marie-Anne Mastrovito
Caridad Piñeiro Scordato	Frank Terranella

members of the Bar of the State of New York, whose address is

ABELMAN, FRAYNE & SCHWAB  
666 Third Avenue  
New York, New York 10017-5621, U.S.A.

to transact business in the Patent and Trademark Office in connection with our trademarks, applications therefor, and registrations which have or will issue thereon.

By  Frank Terranella

Date \_\_\_\_\_