

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ronin Development Corporation		11/21/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Fat Creative Limited		
Street Address:	12 Spring Garden Street		
City:	Lancaster, Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	LA1 1RQ		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2495199	RONIN	
Registration Number:	1957854	RONIN	
Registration Number:	1946635	RESULTS FOR RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	6098961469		
<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:	609.896.3600		
Email:	bstaufenberg@foxrothschild.com		
Correspondent Name:	Brendalee Staufenberg		
Address Line 1:	P.O. Box 5231		
Address Line 4:	Princeton, NEW JERSEY 08543-5231		
DOMESTIC REPRESENTATIVE			
Name:	Richard C. Woodbridge, ESq.		
Address Line 1:	P.O. Box 5231		
Address Line 4:	Princeton, NEW JERSEY 08543-5231		
NAME OF SUBMITTER:	Brendalee Staufenberg		
SIGNATURE:	/brendaleestaufenberg/		

OP \$90.00 2495199

DATE SIGNED:	09/15/2017
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Total Attachments: 8

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Dated 21 November

2016

RONIN DEVELOPMENT CORPORATION (IN ADMINISTRATION)

-and-

IAN ROBERT AND BRIAN BAKER AS JOINT ADMINISTRATORS OF RONIN DEVELOPMENT
CORPORATION (IN ADMINISTRATION)

-and-

FAT CREATIVE LIMITED

DEED OF ASSIGNMENT



Farleys Solicitors LLP

1 North Parade

Parsonage Gardens

Manchester

M3 2NH

Tel: 0161 835 9513

Fax: 0161 839 9484

This Assignment is made on

21 November

2016

Between

- (1) **RONIN DEVELOPMENT CORPORATION** (in administration) incorporated on 24 October 1986 and registered under the New Jersey Business Corporation Act with company number 22-2767576/FC019113 whose registered office is at 101 College Road East, Princeton, New Jersey 08540, United States, and whose UK establishment is registered under UK Establishment Number BR003349, whose registered UK address is 1st Floor, 80-84 Bondway, Vauxhall, London, SW1 8SF, acting by the Administrators (**Assignor**).
- (2) **IAN ROBERT and BRIAN BAKER** as joint administrators both of Kingston Smith LLP of 60 Goswell Road, London, EC1M 7AD (**Administrators**); and
- (3) **FAT CREATIVE LIMITED** incorporated and registered in England and Wales with company number 07109224 whose registered office is at 12 Spring Garden Street, Lancaster, Lancashire, United Kingdom, LA1 1RQ (**Assignee**).

BACKGROUND

- (A) By an order of High Court of Justice on 7 October 2016, the Administrators were appointed joint administrators of the Assignor
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee (and the Assignee has agreed to accept the assignment of) such right, title and interest (if any) as the Assignor has in the Intellectual Property Rights, the Goodwill and the Business Name on the terms set out in this assignment.
- (C) The Administrators have entered into this assignment 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 assignment.

AGREED TERMS

1. Interpretation

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

Assigned Rights: all the Intellectual Property Rights, the Goodwill and Business Name.

Business: shall have the same meaning as is given to such term in the Main Agreement.

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 Intellectual Property Rights owned, used or held for use by the Assignor including but not limited to the Intellectual Property Rights listed in the Schedule hereto.

Business Name: 'Ronin Business Corporation', 'Ronin Development Corporation' 'Ronin' or other such names as used by the Assignor in the usual course of the Business, including for the avoidance of doubt any representation application or derivation of such names as may be embodied in packaging, promotion, advertising, get up or otherwise.

Goodwill: shall have the same meaning as is given to such term in the Main Agreement

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names, the Seller's telephone numbers, including for the avoidance of doubt 0207 091 1400, rights in get up, rights to goodwill or to sue for passing off or unfair competition, 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 For the avoidance of doubt Intellectual Property Rights also includes such right, title and interest as the Assignor has in (without limitation) the registered trade marks and the Domain Names set out in the Schedule hereto.

Main Agreement: a business sale and purchase agreement dated 28 October 2016 and made between (1) the Assignor (2) the Administrators and (3) the Assignee.

VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Deed of Assignment.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this Deed of Assignment. Any reference to this agreement includes the Schedules.

- 1.4 References to clauses and schedules are to the clauses and schedules of this Deed of Assignment.
- 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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this Deed of Assignment 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 **Writing** or **written** includes faxes but not e-mail.
- 1.10 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, description, definition, phrase or term preceding those terms.
- 1.11 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 Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely all such right, title and interest as the Assignor has (if any) in and to the Assigned Rights on the terms in the Main Agreement, including:
- (a) all goodwill attaching to the Business Intellectual Property Rights,
 - (b) the exclusive right for the Assignee and its successors and assignees to carry on the Transferred Business (as defined in the Main Agreement) utilising the Business Intellectual Property Rights, Goodwill and Business Name and to represent itself as carrying on such business in succession to the Assignor; and
 - (c) 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 Assigned Rights whether occurring before, on, or after the date of this assignment.

2.2 The Assigned Rights are assigned to the Assignee on an 'as is' basis. All representations warranties and conditions express or implied in respect of the Assigned Rights assigned hereunder are hereby expressly excluded to the fullest extent permitted by law.

2.3 It is hereby expressly agreed and declared that the terms and conditions of this Assignment and the exclusions and limitations contained herein are fair and reasonable having regard to the fact that the Assignor is in Administration and the Assignee must rely on his own opinion in relation to the Assigned rights.

3. VAT

All payments made by the Assignee under this assignment are exclusive of VAT which shall be paid in addition if appropriate.

4. Recordal

It is acknowledged that following completion of this Deed of Assignment it shall be the Assignee's responsibility (at its own expense save as expressly provided otherwise) to record this Assignment at the relevant intellectual property office in respect of any registered Intellectual Property Rights forming part of the Assigned Rights.

5. Exclusion of Liability

The Administrators act as agent of the Assignor and are party to this Deed only for the purpose of receiving the benefit of this declaration and any other covenants conditions or provisions in their favour contained in this Deed. Neither the Administrators nor their business organisation or its members or partners or its or their employees or agents shall incur any personal liability (nor any liability ranking as an expense of the Administration of the Assignor) howsoever arising under or in connection with this Deed.

6. Further assurance

The Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, execute such documents as approved by the Assignor's solicitors, such approval not be to unreasonably withheld or delayed and perform such acts as may be required for the purpose of giving full effect to this agreement.

7. Entire Agreement

This Deed of Assignment and the Main Agreement constitute the whole understanding and agreement between the parties and supersede all previous arrangements understandings agreements or deeds between the parties relating to

their subject matter. Nothing in this Deed of Assignment operates to limit or exclude liability for fraud or fraudulent representation.

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.

8. Governing law and jurisdiction

8.1 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.

8.2 The parties irrevocably agree that the courts of England and Wales shall have 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 agreement has been executed as a deed on the date stated at the beginning of it.

Schedule: Specifically Assigned Registered Trademarks

1. REGISTERED RIGHTS

PATENTS- NONE

TRADE MARKS

Country	Mark	Trade Mark Number	Renewal Date	Serial Number
UK	ProMind	UK00003148586	08/02/2026	N/A
UK	Ronin	UK00002102928	12/06/2026	N/A
USA	Ronin	2495199	09/10/2021	75002016
USA	Ronin	1957854	20/02/2026	74652806
USA	Results for Research	1946635	09/01/2026	74604965
Germany	Ronin	DE39626501	30/06/2016	396265014
France & French Polynesia	Ronin	RE 2621817	30/06/2016	96630853

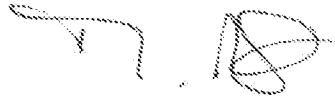
DESIGNS - NONE

2. UNREGISTERED RIGHTS

3. DOMAIN NAMES

www.1by1.com
www.ronin.com
www.ronindata.com
www.ronincorp.com
www.healthekininfo.com

Signed as a deed for and on behalf of)
Ronin Development Corporation)
by IAN ROBERT)
as Joint Administrator)
without personal liability)
in the presence of)



Witness Signature:

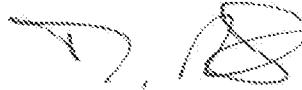
Witness Name:

Witness Address:

Witness Occupation: CTA

Klawland
Devonshire House
60 Goswell Road
London
EC1M 7AD

Signed by)
For and on behalf of the Administrators)
without personal liability)
)
)



Signed by)
A director, for and on behalf of Fat)
Creative Limited)
in the presence of)




Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

DIRECTOR


Jonathan Green
22, Brownsdowne Close
Lancaster
Lancs
LA5 9UW