

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458461

<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>
CN COMMERCE LTD.		06/13/2017	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FARFETCH UK LIMITED		
<b>Street Address:</b>	The Bower		
<b>Internal Address:</b>	211 Old Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC1 V 9NR		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86500539	STYLECLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122925391		
<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) 292 5390		
<b>Email:</b>	mail@ipcounselors.com		
<b>Correspondent Name:</b>	EPSTEIN DRANGEL LLP		
<b>Address Line 1:</b>	60 EAST 42ND STREET		
<b>Address Line 2:</b>	SUITE 2520		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10165		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	EPSTEIN DRANGEL LLP		
<b>Address Line 1:</b>	60 EAST 42ND STREET		
<b>Address Line 2:</b>	SUITE 2520		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10165		
<b>NAME OF SUBMITTER:</b>	WILLIAM C. WRIGHT		
<b>SIGNATURE:</b>	/WILLIAM C. WRIGHT/		

OP \$40.00 86500539

<b>DATE SIGNED:</b>	01/18/2018
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**Total Attachments: 12**

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**Dated** 13 June 2017

**CN COMMERCE LTD**

(as Assignor)

and

**FARFETCH UK LIMITED**

(as Assignee)

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**Assignment of Intellectual Property**

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**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
+44.20.7710.1000 (Tel)  
[www.lw.com](http://www.lw.com)

Contact: Gail Crawford / Esther Franks

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**THIS DEED** is made on 13 June 2017.

**BETWEEN:**

- (1) **CN COMMERCE LTD.**, a company incorporated in England and Wales with registered number 9175967 and having its registered office at 128 Albert Street, London, United Kingdom, NW1 7NE (the "**Assignor**"); and
- (2) **FARFETCH UK LIMITED**, a company incorporated in England and Wales with registered number 6400760 and having its registered office at The Bower, 211 Old Street, London, England, EC1V 9NR (the "**Assignee**").

**BACKGROUND**

- (A) The Assignor owns certain Intellectual Property.
- (B) Pursuant to an Asset Purchase Agreement on the date hereof between the Advance Magazine Publishers Inc., Assignor, Farfetch.com Limited and the Assignee (the "**APA**"), the Assignor and Assignee desire that the Transferring Intellectual Property be assigned by the Assignor to the Assignee on the terms set out in this Deed pursuant to the APA.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

- 1.1 Unless expressly defined in this Deed, capitalised terms used in this Deed shall have the meanings given in the APA.
- 1.2 In this Deed, save as otherwise specifically provided the following words have the following meanings:

"**Deed**" means this deed of assignment of the Transferring Intellectual Property;

"**Transferring Intellectual Property**" means all Intellectual Property in:

- (a) the marks and trade marks listed in listed in Schedule 1 and all other marks, trade marks, service marks, trade names, logos, symbols, or other brand identifiers used exclusively in the Business and owned by the Vendor Group;
- (b) the internet domain names and any right to the registration of such domain names listed on Schedule 1 and any other internet domain name that is comprised of "www.style." and a domain name suffix (including all ccTLD and gTLD suffixes) owned by the Vendor owned by the Vendor Group and any right to the registration of such domain names;
- (c) the Transferring Databases;
- (d) the Editorial Material; and
- (e) Social Media Accounts,

and all applications for or registrations of any of the foregoing rights;

**1.3 Interpretation**

In this Deed (except where the context otherwise requires):

- (a) any reference to the Background or a Clause or Schedule is to the relevant background item, clause or schedule of or to this Deed. Any reference to a paragraph is to the relevant paragraph of the Schedule in which it appears;
- (b) the index and clause headings are included for convenience only and shall not affect the interpretation of this Deed;
- (c) use of the singular includes the plural and vice versa;
- (d) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- (e) any reference to a statute, statutory provision or subordinate legislation ("**legislation**") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation provided that, as between the parties, no such amendment or modification 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;
- (f) any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term;
- (g) any phrase introduced by 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;
- (h) reference to a party includes its successors and permitted assigns;
- (i) reference to "writing" or "written" includes faxes and any non-transitory form of visible reproduction of words (but not e-mail); and
- (j) reference to any agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, variation or novation (in whole or in part).

#### 1.4 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedules.

## 2. ASSIGNMENT

2.1 The Assignor hereby assigns and transfers such right, title, and interest as it may have (if any) in the Transferring Intellectual Property, free from any Encumbrances, including:

- (a) 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 Intellectual Property whether occurring before, on or after the date of this Deed;
- (b) all rights to apply for registered rights or protection of the Transferring Intellectual Property in any country in the world;
- (c) all rights to claim priority in the Transferring Intellectual Property;

- (d) all rights to any extensions, renewals or amendments of or to the Transferring Intellectual Property; and
- (e) any goodwill attaching to the Transferring Intellectual Property anywhere in the world.

2.2 The rights being transferred by the Assignor in Editorial Material are limited to the extent of such rights held by the Assignor, and are subject to any third party restrictions in respect of such rights to which the Assignor is subject immediately prior to the Completion. Nothing in this Agreement shall require the Assignor to acquire or assign to the Assignee any additional rights in such Editorial Material beyond the rights held by the Assignor immediately prior to the Completion or require the Assignor to obtain releases to any third party restrictions in respect of the rights held by the Assignor immediately prior to the Completion.

### **3. WARRANTIES**

3.1 The parties acknowledge that the Warranties within the APA apply to the Transferring Intellectual Property.

### **4. FURTHER ASSURANCE**

4.1 The Assignor shall, at the cost of the Assignee, 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, as necessary and requested by the Assignee in order to ensure that the full benefit of the right, title and interest assigned and transferred to the Assignee under this Deed vests in the Assignee, including registration of the Assignee as applicant or registered proprietor of the Transferring Intellectual Property at the relevant national or supra-national intellectual property registry or office.

4.2 The Assignor shall do the following at the Assignee's direction and cost:

- (a) provide the Assignee with all information in its possession and other reasonable assistance necessary and requested by the Assignee in writing to enable the Assignee to prepare, file or prosecute applications for registration of any of the Transferring Intellectual Property;
- (b) ensure that copies of all correspondence that it, or its agents, receive from or send to any relevant trade mark registry or authority, any Court or any third party regarding the filing, prosecution, maintenance, renewal and defence of the Transferring Intellectual Property (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee at its registered office (as specified above or as notified to the Assignor in writing from time to time); and
- (c) provide the Assignee with all correspondence, information and documentation relating to, and provide all other reasonable assistance required by the Assignee in writing to conduct, defend or settle, any relevant claims, disputes, actions or proceedings in relation to the Transferring Intellectual Property.

4.3 The Assignor shall do the following at the Assignee's written direction pending formal registration or recordal of the assignment of the Transferring Intellectual Property assigned under this Deed to the Assignee:

- (a) at the Assignee's cost, and to the extent that the Assignee is not able to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due; and
- (b) at the Assignee's cost, and to the extent that the Assignee is not able to do so, satisfy all official actions issued by any relevant trade mark registry, office or authority.

4.4 To the extent that they are in the possession of the Assignor or its agents, the Assignor shall deliver, and shall cause its agents to deliver or make available to the Assignee (or the Assignee's nominated

representative) as soon as practicable, but in any event within 14 days after the date of this Deed, all deeds, documents of title, certificates and other documents, files and records relating to or containing the Transferring Intellectual Property.

- 4.5 The Assignor and Assignee undertake to each other to take all such steps, make all such filings and execute any notarial deeds which may be required to give effect to the provisions of Clause 2.
- 4.6 The Assignor hereby appoints the Assignee to be its attorney to execute any instrument and do any thing, and generally to use its name, for the purpose of ensuring the rights, title, and interest of the Assignor in the Transferring Intellectual Property (excluding the Editorial Material and the Transferring Databases) are transferred in full to the Assignee, including for the purpose of recording this Deed with any relevant intellectual property registry, office or authority, provided that the Assignee had first requested the Assignor to execute such instrument or take such action but the Assignor was unwilling or unable to do so or failed to respond within a reasonable time after being requested, and provided further that the Assignee shall not use such power of attorney to impose or create any liabilities on Assignee. The Assignor acknowledges that a certificate in writing signed by a director of the Assignee stating that an instrument or act falls within the authority conferred by this Deed shall constitute conclusive evidence that such instrument or act falls within the powers granted under this Clause 4.6.
- 4.7 This power of attorney is given by way of security to secure the proprietary interest of the Assignee in the Intellectual Property under this agreement, and shall terminate and be revoked with respect to any applicable Transferring Intellectual Property once the rights, title and interest of the Assignor in such Transferring Intellectual Property has been transferred in full to the Assignee.
- 4.8 Without prejudice to Clause 4.6, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this Deed requires the Assignor to take; and
  - (b) exercise any rights which this Deed gives to the Assignor.
- 4.9 To the extent the attorney takes any action using the powers granted under this Clause 4 in the name or on behalf of the Assignor, the Assignee shall promptly notify the Assignor of such action, with reasonable detail, and promptly furnish copies of any instrument executed by the attorney in the name of or on behalf of the Assignor.
- 4.10 To the extent anything the attorney and any substitute attorney does or arranges using the powers granted under this Clause 4 in the name of or on behalf of the Assignor would require the Assignor's shareholders, members, board of directors or other governing body's authorization to make such action valid, the Assignor shall obtain its stockholders, members, board of directors or other governing body's ratification of such action.

## 5. GENERAL

### 5.1 Waivers

No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

### 5.2 Force Majeure

Neither party shall be liable for failure or delay in performing any of its obligations under or pursuant to this Deed if such failure or delay is due to any cause whatsoever outside its reasonable



control, and it shall be entitled to a reasonable extension of the time for performing such obligations as a result of such cause.

### 5.3 **Amendment**

- (a) No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- (b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Deed shall remain in full force and effect, except and only to the extent that they are so varied.

### 5.4 **Severability**

If and to the extent that any provision of this Deed is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

### 5.5 **Entire Agreement**

This Deed and the Transaction Documents set out the entire agreement and understanding between the parties in respect of the subject matter of this Deed. It is agreed that:

- (a) neither party has entered into this Deed in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out in this Deed or in the Transaction Documents;
- (b) neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party which is not contained in this Deed or the Transaction Documents;
- (c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

### 5.6 **Governing law and jurisdiction**

- (a) This Deed, the relationship between the parties and any non-contractual rights and the performance of the obligations in connection with this Deed, shall be governed by, and interpreted in accordance with, English law.
- (b) Each of the parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed or otherwise arising in connection with this Deed and for such purposes irrevocably submit to the jurisdiction of the English courts.

### 5.7 **Counterparts**

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

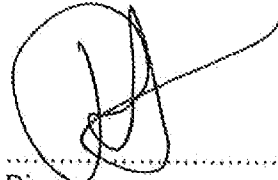
### 5.8 **No Third Party Rights**

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

**IN WITNESS WHEREOF** each party has executed this Deed, or caused this Deed to be executed by its duly authorised representatives.

**SIGNATORIES**

Executed and delivered as a deed by CN Commerce Ltd.  
acting by Robert A. Sauerberg, Jr., a director, in the  
presence of: )

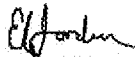


Director

Witness Name )  
Witness Address )  
Witness Occupation )  
Witness Signature )

Kathleen J. Grogowski  
16 Lennon Place  
Executive Assistant  
Kathleen Grogowski

Executed and delivered as a deed by  
Farfetch UK Limited acting by Elliot Jordan,  
a director, in the presence of : )

  
.....  
Director

Witness Name )  
 )  
Witness Address )  
 )  
Witness Occupation )  
 )  
Witness Signature )

Sally-Anne Newson  
.....  
20a Esmond  
Rd, London  
.....  
retail  
.....  
S Newson  
.....

SCHEDULE 1

MARKS AND DOMAIN NAMES

I. MARKS

Country Name	Trademark Name	Application Number	Registration Number
Italy		C005956/2000	1346338
Russian Federation	STYLE.COM	2000710057	274626
China (People's Republic)	STYLE.COM	2000065839	1679667
China (People's Republic)	STYLE.COM	2000065841	1671855
China (People's Republic)	STYLE.COM	2000065840	1731723
China (People's Republic)	STYLE.COM	10309472	10309472
China (People's Republic)	STYLE.COM	10309471	10309471
China (People's Republic)	STYLE.COM	10309470	10309470
Brazil	STYLE.COM	840767790	840767790
Brazil	STYLE.COM	840767757	840767757
Brazil	STYLE.COM	840767811	840767811
Canada	STYLE.COM	1731712	
France		013083701	013083701
Canada	STYLE.COM	1155956	650359
Australia		845915	845915
European Union (Community)	STYLE.COM/	11869419	011869419
European Union (Community)	STYLE.COM/	014285019	
European Union (Community)	STYLECLOUD	013641618	013641618
United Kingdom	STYLE.COM/	3114529	
United Kingdom	STYLECLOUD	UK00003089604	UK00003089604
Saudi Arabia	STYLE.COM	143412475	
United Arab Emirates	STYLE.COM/ARABIA	195357	195357
Indonesia	STYLE.COM/INDONESIA	J002014002291	
Indonesia	STYLE.COM/INDONESIA	J002014002303	
Indonesia	STYLE.COM/INDONESIA	D002014002311	
United States of America	STYLE.COM/PRINT	85/475050	4168003
United States of America	STYLECLOUD	86/500539	
EU		15484348	
India	STYLE.COM	2987238	

Country Name	Trademark Name	Application Number	Registration Number
UK	STYLEDOTCOM	3191849	
EU	<b>STYLE</b>	2003434/10	009096165

The mark "STYLE.COM"

## 2. DOMAIN NAMES

Domain Name	Country	Registration Date	Registry Expiry Date	Paid Until Date
style.bh	BAHRAIN	03-Jul-2012	03-Jul-2017	03-Jul-2017
style.bo	BOLIVIA	02-Oct-2007	02-Oct-2017	02-Oct-2017
style.co.hu	HUNGARY	16-Aug-2007	31-Jan-2018	31-Jan-2018
style.co.om	OMAN	02-Jul-2012	17-Jul-2017	17-Jul-2017
style.co.uk	UNITED KINGDOM	01-Aug-1996	11-Feb-2018	11-Feb-2018
style.com	gTLD	20-Mar-1995	21-Mar-2018	21-Mar-2018
style.com.bo	BOLIVIA	02-Oct-2007	02-Oct-2017	02-Oct-2017
style.com.ec	ECUADOR	09-Aug-2007	09-Aug-2017	09-Aug-2017
style.com.es	SPAIN	05-Aug-2006	05-Aug-2017	05-Aug-2017
style.com.om	OMAN	02-Jul-2012	17-Jul-2017	17-Jul-2017
style.com.pe	PERU	21-Sep-2007	20-Sep-2017	20-Sep-2017
style.com.pr	PUERTO RICO	17-Aug-2007	17-Aug-2017	17-Aug-2017
style.com.pt	PORTUGAL	31-Jul-2006	30-Jun-2018	30-Jun-2019
style.com.py	PARAGUAY	02-Dec-2008	25-Dec-2017	25-Dec-2018
style.com.sg	SINGAPORE	27-Jul-2006	27-Jul-2017	27-Jul-2017
style.de	GERMANY	11-May-2012	11-May-2018	11-May-2019
style.eu	EUROPEAN UNION	24-Apr-2006	18-Jun-2017	18-Jun-2017
style.it	ITALY	16-Mar-1999	10-Dec-2017	10-Dec-2018
style.jobs	gTLD	15-Sep-2005	15-Sep-2017	15-Sep-2017
style.lu	LUXEMBOURG	13-Aug-2007	08-Aug-2017	08-Aug-2017
style.pr	PUERTO RICO	10-Aug-2007	10-Aug-2017	10-Aug-2017
style.ru	RUSSIAN FEDERATION	06-Oct-1997	01-Nov-2017	01-Nov-2017