

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499370

<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>
BRYAN GARY HOUGHTON		07/31/2018	INDIVIDUAL: ENGLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPOMB FISHING LIMITED		
<b>Street Address:</b>	5 - 7 NEWMAN ROAD		
<b>Internal Address:</b>	LEONARD HOUSE 1ST FLOOR		
<b>City:</b>	BROMLEY, KENT		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	BR1 1RJ		
<b>Entity Type:</b>	Corporation: ENGLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4027332	SPOMB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7035049415		
<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>	202-835-1756		
<b>Email:</b>	tboyden@clarkbrody.com		
<b>Correspondent Name:</b>	Clark & brody		
<b>Address Line 1:</b>	1700 DIAGONAL ROAD		
<b>Address Line 2:</b>	SUITE 510		
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	70272-0139		
<b>NAME OF SUBMITTER:</b>	Conrad J. Clark		
<b>SIGNATURE:</b>	/Conrad J. Clark/		
<b>DATE SIGNED:</b>	11/26/2018		
<b>Total Attachments: 14</b>			
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DATED 31 July 2018

BRYAN HOUGHTON (1)  
and

SPOMB FISHING LIMITED (2)

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DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS

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MILLS & REEVE

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THIS DEED is made on 31 July 2018

**BETWEEN:**

- (1) **BRYAN GARY HOUGHTON** of 192 Bexley Lane, Sidcup, Kent DA14 4JH ("Assignor");
- (2) **SPOMB FISHING LIMITED** incorporated and registered in England and Wales with company number 08811271 whose registered office is at Leonard House 1st Floor 5 - 7 Newman Road, Bromley, Kent, BR1 1RJ ("Assignee").

each being a **party** and together being the **parties**.

**WHEREAS:**

- (A) The Assignor owns the intellectual property rights in the Patents, Trade Marks and Registered Designs (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the Patents, Trade Marks and Registered Designs on the terms set out in this agreement.

**IT IS AGREED:**

**1 Interpretation**

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

"**Assigned Rights**" means the Patents, Trade Marks and Registered Designs set out in the Schedule and the Unregistered Rights;

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

"**Disclosure Letter**" has the meaning given to it in the SPA;

"**Identified Licensees**" means Spomb Limited (CN 06764240), Fox International Group Limited (CN 01144907), Free Spirit Fishing Limited (CN 04645275), Mainline Baits Limited (CN 08030133), and Spomb Consultancy Limited (CN 11128216), all companies registered in England and Wales;

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, and

domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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;

**"Patents"** means the patents and the applications short particulars of which are set out in Part 1 of the Schedule;

**"Personal Photographs"** means personal photographs posted by the Assignor or his wife Judith Houghton on the Social Media Accounts;

**"Registered Designs"** means the registered designs and the applications short particulars of which are set out in part 2 of the Schedule;

**"Social Media Accounts"** means the social media accounts (being on Facebook, Instagram and Twitter) as maintained by the Assignee or Spomb Limited at the date of this agreement;

**"SPA"** means the Agreement to Buy the Shares in Spomb Limited between the Assignor and his co-sellers and Fox International Group Limited to be entered into on the same day as this Assignment;

**"Trade Marks"** means the registered trademarks and the applications short particulars of which are set out in part 3 of the Schedule;

**"Unregistered Rights"** means any unregistered rights owned by the Assignor relating to the business of the manufacture, design or supply of bait dispensers which open on impact carried out by the Assignor as at the date of this agreement only ;

**"VAT"** means value added tax or any equivalent tax chargeable in the UK or elsewhere.

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 all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not 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.
- 1.13 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after reasonable enquiries.

## **2 Assignment**

- 2.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee all his right, title and interest in and to the Assigned Rights, including:

2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents Trade Marks and Registered Designs; and

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 Assigned Rights whether occurring before, on, or after the date of this agreement.

2.2 For the avoidance of doubt, the parties hereby acknowledge that the Assignor does not by any provision of this agreement assign any copyright or other Intellectual Property Rights in any Personal Photographs, all rights to which are retained by the Assignor.

### **3 Warranties**

3.1 The Assignor warrants that:

3.1.1 he is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;

3.1.2 for each of the applications and registrations listed in the Schedule, he is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid as at the date of this agreement;

3.1.3 he has not as at the date of this agreement licensed or assigned any of the Assigned Rights to a third party other than the Identified Licensees;

3.1.4 the Assigned Rights are as at the date of this agreement free from any security interest, option, mortgage, charge or lien;

3.1.5 the Assigned Rights are all the Intellectual Property Rights owned by the Assignor (other than rights in the Personal Photographs) which are used by the Assignee or by Spomb Limited in the course of their business at the date of this agreement;



- 3.1.6 he is unaware of any infringement or circumstances likely to give rise to infringement of any of the Assigned Rights other than those identified in the Disclosure Letter;
- 3.1.7 as far as he is aware, all the Assigned Rights are valid and subsisting and except as disclosed in the Disclosure Letter there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and except as disclosed in the Disclosure Letter there is nothing that might prevent any application listed in the Schedule proceeding to grant; and
- 3.1.8 as far as he is aware, exploitation of the Assigned Rights do not infringe the rights of any third party.
- 3.2 All other warranties and representations in relation to the Assigned Rights, whether statutory or implied, are hereby expressly excluded to the fullest extent permitted by law.

#### **4 Indemnity**

- 4.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by the Assignee arising out of or in connection with:
- 4.1.1 any breach of the warranties contained in clause 3; or
- 4.1.2 the enforcement of this agreement.
- 4.2 At the request of the Assignee and at the Assignor's own expense (other than where and to the extent that any costs incurred by the Assignee arises as a result of the negligence of the Assignee in which case the Assignee shall be responsible for costs arising as a result of that negligence), the Assignor 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.
- 4.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after

tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

- 4.4 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.

## **5 Further assurance**

- 5.1 The Assignor 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, including:
- 5.1.1 executing such formal assignments of the Assigned Rights as the Assignee may reasonably consider are suitable for registration in any relevant intellectual property registry;
  - 5.1.2 any such documents as may reasonably be required for registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
  - 5.1.3 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.
- 5.2 The Assignor appoints the Assignee to be his attorney in his name and on his 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.
- 5.3 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 Assigned Rights 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.
- 5.4 Without prejudice to clause 5.2, the Assignee may, in any way it (acting reasonably) thinks fit and in the name and on behalf of the Assignor:

- 5.4.1 take any action that this agreement requires the Assignor to take; and
- 5.4.2 exercise any rights which this agreement gives to the Assignor; and
- 5.4.3 appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

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

## **6 Waiver**

6.1 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.

## **7 Entire agreement**

7.1 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.

7.2 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 based on any statement in this agreement.

## **8 Variation**

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

## **9 Severance**

9.1 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.

- 9.2 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.

## **10 Counterparts**

- 10.1 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.
- 10.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **11 Third party rights**

- 11.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **12 Notices**

- 12.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 12.2 Any notice or communication shall be deemed to have been received:
- 12.2.1 if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address; and
  - 12.2.2 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.

12.3 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.

12.4 A notice given under or in connection with this agreement is not valid if sent by email.

**13 Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**14 Jurisdiction**

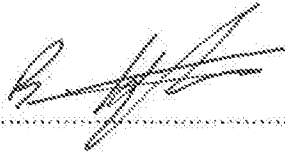
14.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This deed has been entered into on the date stated at the beginning of it.

**Schedule 1**

Schedule 1					
Part 1 - Patents					
Country or territory	Application number	Publication number	Date of filing	Date Registrations/awarded	Description
RUS,001-PCT-RU (Russia)	2010/136933	2680257	04/02/2008	11/03/2016	Patent based on application PCT/GR2009/050103 Publication no WO 2009/098507
CHN,001-PCT-CN (China)	200880109189.5	CN 101969782 A	04/02/2008	07/01/2013	PCT/GR2009/050103 Publication no WO 2009/098507
IND,004-PCT-IN	6074/EELNP/2012		09/12/2010		Patent based on application PCT/GR2009/050103 Publication no WO 2009/098507
IND,008-PCT-IA	2612/05258	107707	09/12/2010	10/11/2014	Patent based on application PCT/GR2009/050103 Publication no WO 2009/098507
IND,004-PCT-IA	2012/04669	2012/04669	08/11/2010	25/09/2013	Patent based on application PCT/GR2009/050103 Publication no WO 2009/098507
Part 2 - Registered Designs					
Country or territory	Application or registration number	Date of filing or registration	Description		
USA	0846,347.5	04/02/2009	US Design Patent		
Europe	101374898-0001	08/07/2009	PCD		
Germany	20,203,300,65,10,5	19/07/2013	Utility Model		
Part 3 - Registered Trade Marks					
Country or territory	Application or registration number	Date of filing or registration	Trade Mark	Specification	
UK	2502920	20/11/2008	UK Trademark	Class 28 Fishing Tackle, Bait Dispenser;	
Europe	006405747	10/02/2011	Community Trademark	Class 28	
Europe	010559156	11/01/2012	Community Trademark	Classes 16, 25, 31	
USA	8027332	27/11/2010	US Trademark	Word Mark SPOMB Goods and ServicesC 028, US 022 023 036 050, G & S' Fishing Tackle, namely, a bait dispenser used for dispensing bait contained therein. FIRST USE: 10/10/2004, FIRST USE IN COMMERCE: 10/10/10'	
China	9762429	28/10/2011	China Trademark		

Signed by **BRYAN GARY HOUGHTON** as )  
a deed in the presence of: )



Witness' signature:



Witness' name:

HARRY BOUDEN

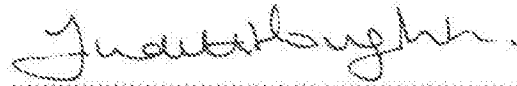
Witness' address:

Vallant House, 12 Knoll Rise  
Orington, Kent, BR6 0PG

Witness' occupation:

TRAINEE SOLICITOR

Executed as a deed by **SPOMB FISHING** )  
**LIMITED** acting by a director in the )  
presence of: )

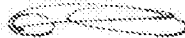


Director's signature

JUDITH HOUGHTON

Director's name

Witness' signature:



Witness' name (BLOCK CAPITALS):

HARRY BOUDEN

Witness' address:

Vallant House, 12 Knoll Rise  
Orington, Kent, BR6 0PG

Witness' occupation:

TRAINEE SOLICITOR

Q. What is the name of the company?

A. The name of the company is...

Q. How long has the company been in business?

A. The company has been in business for...

Q. What is the primary product of the company?

A. The primary product of the company is...

Q. How many employees does the company have?

A. The company has approximately...