

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCE SEVEN LIMITED		09/27/2019	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	THE NORTHERN TRUST COMPANY		
Street Address:	50 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5577996	TRIBELAB	
Serial Number:	88622642	RPR	
CORRESPONDENCE DATA			
Fax Number:	3303769646		
<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:	3303761242		
Email:	rlskoglund@rennerkenner.com		
Correspondent Name:	Renner Kenner Greive Bobak Taylor & Weber		
Address Line 1:	106 South Main Street		
Address Line 2:	Huntington Tower, Suite 400		
Address Line 4:	Akron, OHIO 44308-1412		
NAME OF SUBMITTER:	Rodney L. Skoglund		
SIGNATURE:	/Rodney L. Skoglund/		
DATE SIGNED:	12/05/2019		
Total Attachments: 2			
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TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made the 27th day of September 2019 between
(1) Advance Seven Limited, a company incorporated in the United Kingdom, having company number 02373877, and having an address at Endeavour House, Coopers End Road, Stansted, Essex, CM24 1SJ, United Kingdom (the "Assignor"); and
(2) The Northern Trust Company, having an address at 50 South LaSalle Street, Chicago, Illinois 60603, United States (the "Assignee");

WHEREAS

(A) The Assignor is the owner of various trademarks including the following U.S. Registration and U.S. pending trademark application (the "Trade Marks")

Mark: TRIBELAB
Application No.: 87/186,077
Application Date: 28 Sep 2016
Registration No.: 5,577,996
Registration Date: 09 Oct 2018
Classes 9, 16, 41 & 42

Mark: RPR
Application No.: 88/622,642
Application Date: 19 Sep 2019
Classes 9, 16, 41 & 42

(B) The Assignor has entered into agreement with the Assignee and wishes to assign the Trade Marks and the goodwill associated with the business related to the Trade Marks to the Assignee on the terms and for the consideration set out below.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS & INTERPRETATIONS

- 1.1 Words importing the masculine gender only shall include the feminine and neuter and vice versa. Words importing the singular number only shall include the plural number and vice versa.
- 1.2 Whenever a party to this Agreement comprises more than one person, the obligations on those persons shall be joint and several.

2 ASSIGNMENT

- 2.1 In consideration of the sum of £1 (receipt of which the Assignor hereby acknowledges) the Assignor **HEREBY ASSIGNS** to the Assignee with full title

guarantee the Trade Marks together with all the Assignor's rights and interests in respect thereof (including the goodwill associated with the business related to the Trade Marks and without limitation the right to sue in respect of any past infringements) **TO HOLD** unto the Assignee **ABSOLUTELY**.

3 REGISTRATION OF NEW PROPRIETORSHIP

The Assignor agrees with the Assignee at the direction and expense of the Assignee to execute any further document that the Assignee may reasonably require to enable the Assignee to become registered by the Registrar of Trade Marks or other relevant authority as the proprietor of the Trade Marks .

4. ASSIGNOR'S WARRANTIES AND INDEMNITY

The Assignor warrants that:

- 4.1 The Assignor is the proprietor of the Trade Marks and has full power to enter into this Assignment
- 4.2 The Assignor has not granted any assignments by way of security, charges or licences in relation to the Trade Marks

5. PROPER LAW AND JURISDICTION

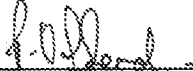
This Assignment shall be governed by the law of England and Wales in every particular including formation and interpretation and shall be deemed to have been made in England and Wales and both parties agree to submit to the jurisdiction of the courts of England and Wales

6. COUNTERPARTS

This Assignment may be signed in any number of counterparts, each of which is an original and all of which taken together shall constitute one and the same instrument. Electronic copies of signatures will be deemed to be originals.

IN WITNESS WHEREOF the undersigned representative of Advance Seven Limited, whose authorization is confirmed, has executed this Assignment on the date first above written.

ADVANCED SEVEN LIMITED

Signed: 

Name: Paul Offord

Title: Director