

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The West Retail Group Limited		04/01/2020	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Wren US Holdings Limited		
Street Address:	The Nest, Falkland Way		
City:	Barton-Upon-Humber		
State/Country:	UNITED KINGDOM		
Postal Code:	DN185RX		
Entity Type:	Private Company Limited By Shares: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4975789	WREN	
Registration Number:	4978210	WREN	
CORRESPONDENCE DATA			
Fax Number:	5128538801		
<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:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	1120 S Cap of TX Hwy, Bldg 2, Ste 300		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Dwayne K. Goetzel		
SIGNATURE:	/Dwayne K. Goetzel/		
DATE SIGNED:	10/08/2020		
Total Attachments: 4			
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THIS AGREEMENT is made the 1st day of April 2020

BETWEEN:

- (1) **THE WEST RETAIL GROUP LIMITED** incorporated and registered in England and Wales with company number 05050619 whose address is Manor Farm, Main Street, Hotham York, East Yorkshire YO43 4UD (**Assignor**);
- (2) **WREN US HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 12110768 whose address is at The Nest, Falkland Way, Barton on Humber, DN18 5RX (**Assignee**).

BACKGROUND:

- (A) The Assignor is the registered proprietor of the trade marks and service marks, particulars of which are set out in Schedule 1 (**Trade Marks**).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this assignment.

It is hereby agreed

1. Assignment

1.1 In consideration of the mutual agreements contained herein and for and in consideration of £1 and other good and valuable consideration, acknowledged by Assignor and Assignee to be satisfactory, adequate, and received, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all right, title and interest in and to the Trade Marks including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with any trade dress associated therewith and the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this assignment.

2. Further Assurance

2.1 The Assignor shall, at its own cost, 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, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including registration of the Assignee as applicant or registered proprietor of the Trade Marks.

2.2 The Assignor shall do the following at the Assignee's cost and direction, 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 any relevant trade mark registry or authority.
- (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade

Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks).

- (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 (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to the proceedings brought by the Assignee).

3. Counterparts

- 3.1 This agreement may be executed in any number of duplicate counterparts, each of which when executed and delivered (by hand-delivery, mail, fax, or email) shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

4. Governing law and jurisdiction

- 4.1 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.
- 4.2 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 takes effect on the date stated at the beginning of it.

Schedule 1 – The Trade Marks

Register	Trade Mark	Reg No	App Date	Classes	Renewal Date
US	WREN LIVING	4887232	19/02/2014	7, 9, 11, 19, 20, 24, 27, 35, 36, 37, 42	19/02/2024
US	WREN	4975789	28/08/2013	20, 35	14/06/2026
US	WREN	4978210	28/08/2013	7, 9, 11, 19, 24, 27, 36, 37, 42	14/06/2026

Signed by

For and on behalf of
THE WEST RETAIL GROUP LIMITED



Director

Signed by

For and on behalf of
WREN US HOLDINGS LIMITED



Director