

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIP Development		04/19/2020	SOCIÉTÉ À RESPONSABILITÉ LIMITÉE: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	SIRDAR HOLDINGS LIMITED		
Street Address:	Flanshaw Lane, Alverthorpe		
City:	Wakefield, West Yorkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	WF2 9ND		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3688362	ROWAN	
Registration Number:	2061605	ROWAN	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
<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:	6173453000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Deborah J. Peckham, Burns & Levinson LLP		
Address Line 1:	125 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	56761.0		
NAME OF SUBMITTER:	Deborah J Peckham		
SIGNATURE:	/Deborah J Peckham/		
DATE SIGNED:	01/11/2021		
Total Attachments: 11			
source=Assignment - Sirdar Holdings Limited- US registrations#page1.tif			
source=Assignment - Sirdar Holdings Limited- US registrations#page2.tif			

OP \$65.00 3688362

source=Assignment - Sirdar Holdings Limited- US registrations#page3.tif
source=Assignment - Sirdar Holdings Limited- US registrations#page4.tif
source=Assignment - Sirdar Holdings Limited- US registrations#page5.tif
source=Assignment - Sirdar Holdings Limited- US registrations#page6.tif
source=Assignment - Sirdar Holdings Limited- US registrations#page7.tif
source=Assignment - Sirdar Holdings Limited- US registrations#page8.tif
source=Assignment - Sirdar Holdings Limited- US registrations#page9.tif
source=Assignment - Sirdar Holdings Limited- US registrations#page10.tif
source=Assignment - Sirdar Holdings Limited- US registrations#page11.tif

**Intellectual Property
Purchase and Assignment Agreement**

This Intellectual Property Purchase and Assignment Agreement ("**Agreement**") is made on the 19th day of April 2020 by and between:

GIP DEVELOPMENT SARL, duly organized under the laws of Luxembourg, having its principal place of business at 2-4, rue du Chateau d'Eau - L-3364 Leudelange (Luxembourg) and registered in the register of companies in Luxemburg under number B 0185701, duly represented by Andrzej Cebrat

- hereafter referred to as the „**Seller**”-

and

SIRDAR HOLDINGS LIMITED a company incorporated in England with registered number 06367603 and whose registered office is at Sirdar Spinning Ltd Flanshaw Lane, Alverthorpe, Wakefield, West Yorkshire, WF2 9ND

- hereafter referred to as the „**Purchaser**” -

- Seller and Purchaser collectively hereafter referred to as the „**Parties**”

and each of them individually as the „**Party**” -

RECITALS

- A. The Seller is a private limited company duly organised under the laws of Luxemburg and registered in the commercial register of Luxemburg under no. B 185701 and having its registered seat at 2-4, rue du Chateau d'Eau - L-3364 Leudelange Luxemburg and is the owner of several intellectual property rights with regards to the brands Rowan and Patons (the "**Brands**").

"Brand Intellectual Property Rights" means the Brand Digital Assets, the Brand Websites, the Trade Marks, the Domain Names and the Materials and (to the extent there are any) any other Intellectual Property Rights in respect of the Brand Names that are owned by the Seller;

"Brand Names" means the brand names ROWAN and PATONS;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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.

"Registered Intellectual Property" means the Trade Marks and Domain Names;

"Trade Marks" means the registered trade marks and the applications, short particulars of which are set out in Schedule 1 together with any other trade marks (or applications to register trade marks) (to the extent there are any) featuring either of the Brand Names that are owned by the Seller;

2. Sale and Purchase and Assignment

- 2.2 The Seller hereby sells and irrevocably assigns to the Purchaser with effect from the Effective Date with full title guarantee and free from all Encumbrances all rights and title to the Brand Intellectual Property Rights, including (a) all goodwill associated with the Trade Marks, (b) the right to bring, make, oppose, defend or appeal proceedings, claims, or actions and to obtain relief and to recover any damages recovered in respect of any infringement or other cause of action arising from or relating to ownership of the Brand Intellectual Property Rights
, whether occurring before, on or after the Effective Date.
- 2.3 As of the Effective Date, the Purchaser shall have the unlimited and unrestricted right to use, grant licenses in, sell, transfer, assign and enforce the Brand Intellectual Property Rights and any other unregistered intellectual property right based on or in any way related to the Trade Marks, and all rights and claims arising therefrom.

3. Purchase Price

- 3.1 The purchase price for the sale of the Brand Intellectual Property Rights (the "Purchase Price" shall be the sum of EUR provided that this shall be subject to adjustment in accordance with the remaining provisions of this clause 3.

9.8 Governing Law/ Place of Jurisdiction. This Agreement, including any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed under the laws of England and Wales, and no effect shall be given to any other choice of law or conflict of laws rules or provisions, that would cause the laws of any other jurisdiction to be applicable. All disputes arising concerning the this Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) shall be submitted to the non-exclusive jurisdiction of the courts of England and Wales (provided that the preceding provisions of this Clause shall not operate to prevent

the Purchaser from being able to bring any claim against the Seller in the courts of Germany and/or Luxembourg).

This Agreement is executed in two original counterparts by and on behalf of the Parties by their duly authorised signatories:

GIP Development SARL

SIRDAR HOLDINGS LIMITED

DocuSigned by:
Andrzej Cebrat
A4AAB5F76C83491...

DocuSigned by:
[Signature]
3E04E5CA169B4BB...

Andrzej Cebrat

Authorised signatory

Schedule 1

Trade Marks

ROWAN	United States of America	registered	GIP Development	29.09.2009	3,688,362	16	29.09.2029
-------	--------------------------	------------	-----------------	------------	-----------	----	------------

ROWAN (semi-fig.)	United States of America	registered	GIP Development	13.05.1997	2,061,605	23	13.05.2027
----------------------	--------------------------------	------------	--------------------	------------	-----------	----	------------