

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Godin Holdings Limited		08/02/2023	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	Vertu Global Pte. Ltd.		
Street Address:	30 Cecil Street		
Internal Address:	#19-08 Prudential Tower		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	049712		
Entity Type:	Corporation: SINGAPORE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3586162	V	
Registration Number:	3634145	VERTU	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	16126046689		
Email:	tsitzmann@winthrop.com		
Correspondent Name:	Timothy Sitzmann		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	24553.1		
NAME OF SUBMITTER:	Timothy D. Sitzmann		
SIGNATURE:	/tds/		
DATE SIGNED:	09/13/2023		
Total Attachments: 11			
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Private & Confidential

Date August 2, 2023

GODIN HOLDINGS LIMITED

VERTU GLOBAL PTE. LTD.

Assignment of Intellectual Property Rights

THIS ASSIGNMENT is made and entered into in High-tech Zone, Chengdu, Sichuan province, China dated on August 2, 2023 by and between:

- (1) **GODIN HOLDINGS LIMITED** incorporated and registered in Hong Kong with Company number 2264451 whose registered office is at Unit A 3/F., Cheong Son Tower, 116-118 Wing Lok Street, Sheung Wan, Hong Kong (“the Seller”); and
- (2) **VERTU GLOBAL PTE. LTD.** incorporated and registered in Singapore with Company number 202328763W whose registered address is at 30 CECIL STREET, #19-08 PRUDENTIAL TOWER, SINGAPORE (049712) (“the Buyer”).

RECITALS:

- (A) The Seller has agreed to sell and the Buyer has agreed to purchase whatever right title and interest (if any) together with the goodwill that the Seller has in the Registered IPRs as hereinafter defined.
- (B) This Assignment transfers the Registered IPRs to the Buyer.
- (C) The Buyer is entering into this Assignment having made such inspection and investigation of the Registered IPRs as it thinks fit, on the basis of a purchase by the Buyer of the Assets “as is” and in full knowledge and acceptance of the terms and conditions of this Assignment.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 In this Assignment and the schedules the following words and expressions shall, unless the context requires otherwise, have the meanings set out below. Other capitalized terms have the meaning given to them in the Assignment Agreement.

Registered IPRs	the registered intellectual property rights set out in United Kingdom/European Union/Germany/U.S.A.
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- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of

this Assignment.

- 1.3 The schedule form part of this Assignment and shall have effect as if set out in full in the body of this Assignment and any reference to this Assignment includes the schedule.
- 1.4 References to including and includes shall be deemed to mean respectively including without limitation.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes but not e-mail.
- 1.8 Any obligation in this Assignment on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Assignment) at any time.
- 1.10 References to clauses and schedule are to the clauses and schedule of this Assignment.

2 ASSIGNMENT

- 2.1 The Seller hereby assigns to the Buyer title and interest as the Seller may have to and in respect of the Registered IPRs free of charges.

3 LIABILITY

- 3.1 The Buyer acknowledges that no warranty is given in respect of the Registered IPRs. The Buyer acknowledges that in respect of the Registered IPRs the Seller's knowledge of them is limited and that accordingly the Seller is selling only such title as it may have to the Registered IPRs.

or unencumbered title to the Registered IPRs, the Buyer hereby expressly agrees that it shall have no right to rescind this Assignment nor to any damages or a reduction in the consideration paid or payable pursuant this Assignment.

3.2 The Buyer has carried out due diligence in respect of the Registered IPRs. No warranty, condition or assurance is given or implied whether statutory or otherwise as to the nature of the Registered IPRs and the Seller shall not be liable for any loss, damage, expense or damage of any kind whatsoever consequential or otherwise arising out of or due to or caused by any defect or deficiencies of any sort in any of the Registered IPRs.

3.3 The Buyer hereby acknowledges that it accepts that the terms and conditions herein are reasonable having regard to the fact that:

(a) The Seller has informed the Buyer that the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning Registered IPRs, their condition and nature, the possibility that some or all of them may have defects not apparent on due diligence (which could even render it inappropriate that they should be described as they are in fact described in this Assignment or in any list referred to herein) or the reason the Buyer has or should have for purchasing the same and the use to which it intends or should intend to put them; and

(b) the Buyer has, and has informed the Seller that it has, available to it skilled legal and other advice concerning the sale and purchase of the Registered IPRs and that it is in the context of this advice that the Buyer has agreed to purchase the same on the basis of their present condition for a consideration calculated to take into account (inter alia) the risk to the Buyer represented by the fact that all the parties believe that the said exclusions and limitations would be recognised by the courts.

3.4 The exclusions of liability in this Assignment shall also apply to any document executed pursuant to this Assignment and shall arise and continue notwithstanding the termination of this Assignment, and shall operate as waivers of any claims in tort as well as under the

4 ENTIRE AGREEMENT

- 4.1 This Assignment and the schedule constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter.
- 4.2 All representations (whether made innocently, negligently or otherwise but not fraudulently) warranties, conditions and other terms implied by law (whether by statute, regulations or otherwise) are excluded from this Assignment.

5 NOTICES

Any notice, request, demand, instruction or other communication to any of the parties may be served by personal delivery or by pre-paid recorded delivery post, in the case of the Buyer to its registered address from time to time, and in the case of the Seller to its registered office from time to time. Any such notice sent by pre-paid recorded delivery post shall be deemed to be effectively served forty-eight hours after it has been placed in the post.

6 COUNTERPARTS

- 6.1 This Assignment may be executed in one or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- 6.2 Delivery of a copy of this Assignment together with an executed signature page of a counterpart in A Portable Document Format (PDF) sent by electronic mail to the email address specified by the Seller to the Buyer's agency shall take effect as delivery of an executed counterpart of this Assignment. If this method is adopted, without prejudice to the validity of this Assignment, each party shall provide the others with a hard copy original of that executed counterpart as soon as reasonably practicable thereafter.

7 SEVERABILITY

7.1 If any term or provision of this Assignment shall in whole or in part be held to any extent to be invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Assignment and all other provisions of this Assignment shall continue to be effective and their validity, legality and enforceability shall not be affected or impaired as a result, subject to the operation of this clause not negating the commercial intent and purpose of the parties under this Assignment.

7.2 If any of the provisions in this Assignment are held not to be valid but would be valid if part of the wording were deleted or modified then such provision shall apply with such modification as may be necessary to make it enforceable.

8 GENERAL

8.1 A delay by the Seller in exercising or failure to exercise a right or remedy under or in connection with this Assignment shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor shall the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.

8.2 No waiver of the terms of this Assignment or of any default hereunder shall be deemed a waiver of any subsequent breach or default and in no way shall affect the other terms of this Assignment.

8.3 No purported alteration or variation of this Assignment shall be effective unless it is in writing, refers specifically to this Assignment and is duly executed by each party to this Assignment.

8.4 The provisions of this Assignment insofar as they have not been performed at or are capable of taking effect on the date of this Assignment shall remain in full force and effect and capable of so operating not

assignment and shall not merge on or be deemed to have been waived as a result of completion of this Assignment.

- 8.5 The parties to this Assignment do not intend that any of its terms will be enforceable by any person not a party to it other than members of the Seller or the Seller's Solicitors' firms.
- 8.6 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Assignment is not subject to the consent of any person who is not a party to this Assignment.
- 8.7 Nothing in this Assignment shall place any obligation, including any unsecured obligation on the Seller.
- 8.8 The benefits of this Assignment shall enure for the benefit of the successors, including assignees of each of the parties and the Buyer is entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this Assignment.

9 GOVERNING LAW AND JURISDICTION

- 9.1 This Assignment and any issue, dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature including claims in tort) shall be governed by and construed in accordance with the laws of China.
- 9.2 All disputes or claims (including non-contractual disputes or claims) arising out of relating to or in connection with this Assignment shall be subject to the exclusive jurisdiction of the courts of China to which the Parties irrevocably submit.

AS WITNESS the hands of the parties on the day and the year first stated above.

Seller: GODIN HOLDINGS LIMITED

Business Address: Unit A 3/F., Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan, Hong Kong

Ying Xu

Authorized Signatory: Ying Xu

Corporate Position: Director

Nationality: China

Date of Signature: 2023.08.02

Signed at: China Chengdu

Buyer: VERTU GLOBAL PTE. LTD.

Business Address : 30 CECIL STREET, #19-08 PRUDENTIAL TOWER,
SINGAPORE (049712)

Wan Zu

Authorized Signatory: Wan Zu

Corporate Position: Director

Nationality: China

Date of Signature:

2nd. Aug. 2023

Signed at: China Chengdu

SCHEDULE TO THE ASSIGNMENT OF INTELLECTUAL PROPERTY

Registered trade marks and applications

No.	Country	Title	Owner	Official No.	Local Classes	Deadlines
1	European Union	SIGNATURE TOUCH	GODIN HOLDINGS LIMITED	13594007	9	Apr-11-2024 Renewal Deadline
2	European Union	VERTU CONSTELLATIO N	GODIN HOLDINGS LIMITED	8264376	9	Apr-30-2029 Renewal Deadline
3	European Union	ASTER	GODIN HOLDINGS LIMITED	13149935	9	Aug-06-2024 Renewal Deadline
4	European Union	THE V COLLECTION	GODIN HOLDINGS LIMITED	7606452	09, 14, 16, 18	Feb-17-2029 Renewal Deadline
5	European Union	VERTU ASCENT COLLECTION	GODIN HOLDINGS LIMITED	3655826	9	Feb-23-2024 Renewal Deadline
6	European Union	Design Only	GODIN HOLDINGS LIMITED	8126369	14, 16, 18	Feb-26-2029 Renewal Deadline
7	European Union	SIGNATURE TOUCH & V Design	GODIN HOLDINGS LIMITED	15580889	9	Jun-24-2026 Renewal Deadline
8	European Union	V Device	GODIN HOLDINGS LIMITED	2681054	09, 38, 42	May-02-2032 Renewal Deadline
9	European Union	AYXTA	GODIN HOLDINGS LIMITED	6645905	9	Oct-28-2029 Renewal Deadline
10	Germany	V	GODIN HOLDINGS LIMITED	30240518	09, 38, 42	Aug-31-2032 Renewal

TRADEMARK

REEL: 008197 FRAME: 0661

11	U.S.A.	VERTU	GODIN HOLDINGS LIMITED	3634145	09, 35, 45	Jun-09-2029 Renewal Deadline
12	U.S.A.	V Design	GODIN HOLDINGS LIMITED	3586162	09, 35, 45	Mar-10-2029 Renewal Deadline
13	U.S.A.	ASTER	GODIN HOLDINGS LIMITED	4816171	9	Sep-22-2025 Renewal Deadline Sep-22-2021 Declaration of Use
14	United Kingdom	SIGNATURE TOUCH	GODIN HOLDINGS LIMITED	UK00913594007	9	Apr-11-2024 Renewal Deadline
15	United Kingdom	VERTU CONSTELLATIO N	GODIN HOLDINGS LIMITED	UK00908264376	9	Apr-30-2029 Renewal Deadline
16	United Kingdom	VERTU CONSTELLATIO N	GODIN HOLDINGS LIMITED	UK00908264376	9	Apr-30-2023 Renewal Deadline
17	United Kingdom	ASTER	GODIN HOLDINGS LIMITED	UK00003067208	9	Aug-05-2024 Renewal Deadline
18	United Kingdom	ASTER	GODIN HOLDINGS LIMITED	UK00913149935	9	Aug-06-2024 Renewal Deadline
19	United Kingdom	VERTU	GODIN HOLDINGS LIMITED	UK00003067659	09, 14, 18, 35, 37, 38, 45	Aug-08-2024 Renewal Deadline
20	United Kingdom	Design Only	GODIN HOLDINGS LIMITED	UK00003067644	09, 14, 18, 35, 37, 38, 45	Aug-08-2024 Renewal Deadline
21	United Kingdom	VERTU ASCENT COLLECTION	GODIN HOLDINGS LIMITED	UK00002342058	9	Aug-29-2023 Renewal Deadline
22	United Kingdom	THE V COLLECTION	GODIN HOLDINGS LIMITED	UK00907606452	09, 14, 16, 18	Feb-17-2029 Renewal

									Deadline
23	United Kingdom	THE V COLLECTION	GODIN HOLDINGS LIMITED	UK00907606452	09, 14, 16, 18				Feb-17-2023 Renewal Deadline
24	United Kingdom	VERTU ASCENT COLLECTION	GODIN HOLDINGS LIMITED	UK00903665826	9				Feb-23-2024 Renewal Deadline
25	United Kingdom	Design Only	GODIN HOLDINGS LIMITED	UK00908126369	14, 16, 18				Feb-26-2023 Renewal Deadline
26	United Kingdom	SIGNATURE TOUCH & V Design	GODIN HOLDINGS LIMITED	UK00915580889	9				Jun-24-2026 Renewal Deadline
27	United Kingdom	V Device	GODIN HOLDINGS LIMITED	UK00902681054	09, 33, 42				May-02-2032 Renewal Deadline
28	United Kingdom	V	GODIN HOLDINGS LIMITED	UK00002299911	9				May-07-2032 Renewal Deadline
29	United Kingdom	AYXTA	GODIN HOLDINGS LIMITED	UK009086645905	9				Oct-28-2029 Renewal Deadline
30	United Kingdom	SIGNATURE TOUCH	GODIN HOLDINGS LIMITED	UK00003074298	9				Sep-26-2024 Renewal Deadline