

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amara Living Limited		11/30/2022	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SDI (Brands 2) Limited		
Street Address:	Unit A, Brook Park East		
City:	Shirebrook		
State/Country:	UNITED KINGDOM		
Postal Code:	NG20 8RY		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6031696	AMARA	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	2486411224		
Email:	phoffer@harnessip.com		
Correspondent Name:	Paul R. Hoffer		
Address Line 1:	Harness, Dickey & Pierce, PLC		
Address Line 2:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	16420-400001		
NAME OF SUBMITTER:	Paul R. Hoffer		
SIGNATURE:	/Paul R. Hoffer/		
DATE SIGNED:	11/08/2023		
Total Attachments: 60			
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DATED

30 NOVEMBER 2022

(1) AMARA LIVING LIMITED (IN ADMINISTRATION)

(2) PAUL ZALKIN AND MICHAEL KIELY

(3) SDI (BRANDS 2) LIMITED

**TRADE MARKS ASSIGNMENT
AGREEMENT**

Reed Smith LLP
The Broadgate Tower
20 Primrose Street
London EC2A 2RS
Phone: +44 (0) 20 3116 3000
Fax: +44 (0) 20 3116 3999
DX1066 City / DX18 London

reedsmith.com

ReedSmith

**TRADEMARK
REEL: 008253 FRAME: 0187**

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THIS AGREEMENT dated 30 November 2022

BETWEEN

- (1) **AMARA LIVING LIMITED** (in administration) (company number 05348182) whose registered office is at Unit 4 Concord Farm, School Road, Braintree, Essex, CM77 6SP (the "**Assignor**") acting by the Joint Administrators;
- (2) **PAUL ZALKIN** and **MICHAEL KIELY** of **QUANTUMA ADVISORY LIMITED**, High Holborn House, 52-54 High Holborn, London, England, WC1V 6RL (the "**Joint Administrators**"); and
- (3) **SDI (BRANDS 2) LIMITED** (company number 12299584) whose registered office is at Unit A, Brook Park East, Shirebrook, United Kingdom, NG20 8RY (the "**Assignee**"),

(each, a "**Party**", and together, the "**Parties**").

RECITALS

- (A) The Administrators (as defined below) were appointed joint administrators of the Assignor on the date of this Agreement pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (B) By the Purchase Agreement (as defined below), the Assignor (acting by the Administrators) has agreed to assign to the Assignee such right, title and interest in and to the Trade Marks (as defined below) as the Assignor may have, and the Assignee has agreed to accept such assignment, on the terms set out in this Agreement.
- (C) The Administrators have entered into this Agreement for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this Agreement.

Pursuant to and for the consideration set out in the Purchase Agreement, and for and in consideration of the mutual promises and obligations set out in this Agreement, it is agreed:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the following meanings:

"**Administrators**" means the Joint Administrators as administrators of the Assignor or as subsequently appointed liquidators pursuant to the provisions of the Insolvency Act 1986;

"**Administrators' Solicitors**" has the meaning given to it in the Purchase Agreement;

"**Completion**" has the meaning given to it in the Purchase Agreement;

"**Completion Date**" means the date of the Purchase Agreement;

"**Guarantor**" has the meaning given to it in the Purchase Agreement;

"**Indemnified Parties**" has the meaning given to it in clause 7.10;

"**Purchase Agreement**" means the agreement for the sale and purchase of certain of the assets of the Assignor entered into on the date of this Agreement between, among others, (1) the Assignor; (2) the Joint Administrators; (3) the Assignee; and (4) the Guarantor; and

"**Trade Marks**" has the meaning given to it in the Purchase Agreement.

1.2 The following rules of interpretation apply in this Agreement:

- (a) the singular includes the plural and vice versa and reference to any gender includes the other genders;

- (b) a "**person**" includes any individual, partnership, firm, bodies corporate, unincorporated associations, wherever incorporated or situate, and includes a reference to that person's legal representatives and successors;
- (c) except to the extent this Agreement provides otherwise, terms defined in the Companies Act 2006 shall bear the same meanings in this Agreement, but where any such definition uses terms defined in that Act whose meaning has been extended or modified in this Agreement, such definition it shall be read as if those terms have the same meaning as given to them in this Agreement;
- (d) words and phrases defined in the Insolvency Act 1986 and the Insolvency Rules 2016 shall have the same meanings in this Agreement, except where expressly defined in this clause 1;
- (e) a "**clause**" or a "**Schedule**" is unless otherwise stated a reference to a clause of or schedule to this Agreement; and
- (f) the Administrators shall be construed as being the Administrators both jointly and severally and to any other person who is appointed as an administrator in substitution for any administrator or as an additional administrator in conjunction with the Administrators.

1.3 Where the words "**include(s)**", "**including**" or "**in particular**" are used in this Agreement, they are deemed to have the words "**without limitation**" following them.

1.4 Any reference to any statute or statutory instrument, or any section or part thereof, includes any enactment that has replaced or amended it or any instrument, order or regulation made under it that is now in force.

1.5 Headings are for reference purposes only and shall not affect the construction of anything in this Agreement.

2 **ASSIGNMENT**

2.1 Pursuant to the Purchase Agreement, the Assignor hereby absolutely and irrevocably assigns to the Assignee, and the Assignee hereby accepts the assignment of, all of the Assignor's right, title and interest in and to the Trade Marks that it is capable of assigning to the Assignee, including, to the extent owned by the Assignor and capable of being assigned to the Assignee, any:

- (a) statutory and common law rights attaching to the Trade Marks together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used;
- (b) entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (c) right to file any applications for registration of or based on any of the Trade Marks; and
- (d) rights arising from ownership of any of the Trade Marks, including rights to bring, make, oppose, defend and appeal proceedings, claims or actions, and obtain relief and to recover and retain damages in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of the Trade Marks, whether occurring or arising before, on or after the date of this Agreement.

3 **RECORDAL OF THE ASSIGNMENT**

Except to the extent prohibited or required otherwise by applicable law, the Assignee shall be solely responsible, at its own cost and expense, for all recordals of the assignments made under this Agreement, including all filings and other actions required to make such recordals, and all costs and expenses incurred in connection therewith, including filing and counsel's fees.

4 FURTHER ASSURANCE

The Assignor (for so long as the Administrators, including any subsequent liquidators, remain in office) and the Administrators (for so long as the Joint Administrators remain in office) shall, at the Assignee's written request and expense, do, execute and deliver (or procure to be done, executed and delivered) all such further acts, documents and things reasonably required by the Assignee in order to give full effect to this Agreement, including assisting the Assignee with the recordal of the assignment of the Trade Marks assigned by the Assignor under this Agreement, but in each case only to the extent that such acts, documents or things cannot reasonably be done or executed by the Assignee or, if they can reasonably be done or executed by the Assignee, to the extent they would not be sufficient to achieve the purposes of giving full effect to this Agreement, including the recordal of the assignments of the Trade Marks assigned by the Assignor under this Agreement.

5 CONFIRMATORY ASSIGNMENT

If in any country or territory the execution after the date of this Agreement of a confirmatory assignment or other document of any of the Trade Marks in that country or territory would be ineffective or invalid by reason of the transfer effected by this Agreement, then this Agreement shall be deemed to be an agreement to assign, and not an assignment of, the relevant Trade Marks in that country or territory. This shall not create any obligation of the Assignor or any of the Administrators beyond the obligations under clause 4 or, in respect of the Administrators, beyond the point in time when the Joint Administrators have ceased to be in office, or in respect of the Assignor, beyond the point in time when the Administrators, including any subsequent liquidators, have ceased to be in office.

6 REPRESENTATIONS AND WARRANTIES

All warranties, representations, conditions, liabilities and other terms, whether express or implied by statute, at common law, on the basis of usage, custom or the Parties' previous course of dealings, in fact or otherwise, are hereby excluded to the fullest extent permitted by law.

7 EXCLUSION OF ADMINISTRATORS' PERSONAL LIABILITY ETC.

7.1 The Administrators enter into this Agreement as agents of the Assignor and without personal liability (whether arising under the Insolvency Act 1986 or otherwise) and join in this Agreement in their personal capacities for the purpose of receiving the benefit of the exclusions of liability and acknowledgements in their favour contained in this Agreement.

7.2 The Assignee acknowledges that it places and has placed no reliance whatsoever on any representations, agreements, statements or undertakings (oral or in writing) made or alleged to have been made by the Administrators or any member of the Administrators' firm or the Administrators' Solicitors or any agents or advisers of the Administrators, in relation to the Trade Marks.

7.3 Schedule 2 to the Purchase Agreement has been populated based on the Assignor's and the Administrators' understanding of the position as at Completion. If any error, misstatement or omission is discovered in relation to Schedule 2 to the Purchase Agreement, the Administrators shall have no liability to the Assignee in relation thereto, this Agreement shall remain in full force and effect and the Assignee shall not be entitled to any damages, compensation or other remedy in relation thereto in any circumstances whatsoever.

7.4 Without prejudice to clause 6, all warranties, representations, conditions and liabilities and other terms on the part of the Administrators and the Assignor, whether express or implied by statute, at common law, on the basis of usage, custom or the Parties' previous course of dealings, in fact or otherwise, as to any Trade Mark and in particular warranties as to title, quiet possession, satisfactory quality, fitness for any purpose and correspondence with any description are hereby excluded to the fullest extent permitted by law.

7.5 The interest that the Assignor assigns and the Assignee receives in each Trade Mark is only such right, title or interest (if any) as the Assignor has and references in this Agreement to any Trade Mark shall mean only such right, title or interest.

- 7.6 The Assignee acknowledges that any reference to any Trade Mark in this Agreement or in any document provided by the Assignor or the Administrators is for the purposes of identification only and does not constitute a description thereof on which the Assignee may rely and that the Assignee has made its own assessment of the Trade Marks, their state and condition, whereabouts, fitness for any purpose and value and in doing so has placed no reliance upon and shall have no right of action in respect of, any statement (express or implied) or document given by, or any silence of, the Assignor, the Administrators or any of their respective servants, agents, solicitors, valuers or advisers in relation to any matter affecting the Assignor, the Trade Marks or any of them and neither the Assignor nor the Administrators shall incur any liability to it by reason of any fault or defect in all or any of the Trade Marks or any breach of the obligations of the Assignor arising under the Sale of Goods Act 1979.
- 7.7 The exclusions of liability, acknowledgements and waivers in this clause 7 shall have effect, and shall continue to have effect, whether the Administrators' capacity as agents of the Assignor continues or has been terminated prior to signing this Agreement or is terminated at any time thereafter. Such exclusions, acknowledgements and waivers shall continue notwithstanding the Completion Date and shall be in addition to, and not qualified by or in substitution for, any right of indemnity, recovery or relief otherwise available to the Administrators and shall apply to claims formed in contract, tort or otherwise howsoever.
- 7.8 Save for any liability arising as a result of a breach by the Assignor of its obligations under clause 4, the Administrators shall be under no obligation to treat any liability of the Assignor arising pursuant to or in relation to this Agreement (whether to any Party to this Agreement or otherwise) as a liability falling within the provisions of paragraph 99 of Schedule B1 to the Insolvency Act 1986 or rule 3.50 of the Insolvency (England and Wales) Rules 2016 and the Assignee renounces any such recourse against the Assignor and/or the Administrators.
- 7.9 The Assignee acknowledges that the terms, conditions and exclusions of this Agreement are fair and reasonable in the circumstances of the Assignor's insolvencies, and are in accordance with normal practice in relation to sales by companies in administration in particular by reason that:
- (a) the Assignee has, as it acknowledges, been given every reasonable opportunity to inspect and investigate the Trade Marks and is aware of the need to rely on such inspection and investigation in the absence of warranties;
 - (b) the terms upon which the Assignor is able and willing to deal are substantially constrained by its insolvent state;
 - (c) the Administrators have available to them only limited knowledge in relation to the Assignor and its affairs;
 - (d) the Assignor and the Administrators have specifically told the Assignee that the Assignee must rely absolutely on the Assignee's own opinion and/or professional advice concerning:
 - (i) the terms of this Agreement;
 - (ii) the quality, state and condition of the Trade Marks, their fitness and/or suitability for any purpose and the possibility that some or all of them may have defects not apparent on inspection and examination; and
 - (iii) the possibility that the Assignee may not acquire title to all or any of the Trade Marks together with the fact that the Assignee would have no remedy under this Agreement should that happen.
- 7.10 The Assignee shall keep the Assignor, each of the Administrators and each of their respective estates, servants, agents and advisers ("**Indemnified Parties**") fully and effectively indemnified from and against all actions, proceedings, claims, demands, liabilities, costs and expenses of any kind, whatsoever and howsoever arising, whether directly or indirectly, in relation to the Trade Marks and this Agreement.
- 7.11 Where any indemnity is given in this Agreement by the Assignee to the Administrators, the Assignor or any other person, such indemnity shall be limited and apply only to the extent which

if payable by the Assignor would be an expense of the administration of the Assignor in accordance with paragraph 99 of Schedule B1 of the Insolvency Act 1986 or Rule 3.50 of the Insolvency Rules 1986 or as a personal liability of the Administrators.

- 7.12 The Assignee acknowledges that it has, and has informed the Assignor and the Administrators that it has available to it (either internally or externally) skilled professional advice concerning the matters referred to in this Agreement and on that basis the Assignee has agreed to purchase and be assigned the Trade Marks for a consideration calculated to take into account the risk to the Assignee represented by the fact that all the Parties believe that the said exclusions and limitations would be recognised as fully effective by the courts, the Assignor and the Administrators making it clear that on any other basis they would not have agreed to sell and assign the Trade Marks in accordance with the terms of the Purchase Agreement and this Agreement except for a higher consideration.

8 INVALIDITY

- 8.1 If any provision in this Agreement is or becomes illegal, invalid or unenforceable, in whole or in part, under the law of any jurisdiction the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.
- 8.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under clause 8.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed to be severed from this Agreement. The remaining provisions will, subject to any deletion or modification made under clause 8.1, not be affected, remain in full force in that jurisdiction and all provisions shall continue in full force in any other jurisdiction.

9 VARIATION

No variation of this Agreement shall be effective in writing and signed by or on behalf of each of the Parties.

10 NO WAIVER

- 10.1 No waiver of any right or remedy under this Agreement shall be effective unless given in writing. Unless expressly stated otherwise a waiver shall be effective only in the circumstances for which it is given.
- 10.2 No delay or omission by any party in exercising any right or remedy provided by law or under this Agreement shall constitute a waiver of such right or remedy.
- 10.3 The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.

11 COSTS AND EXPENSES

Except as provided otherwise, each Party shall pay its own costs and expenses in connection with the negotiation, preparation and performance of this Agreement.

12 THIRD PARTY RIGHTS

Except for any member of the Administrators' firms or any servants, agents or advisers of the Administrators or as otherwise expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party that exists or is available apart from that Act. No party may declare itself as a trustee of the rights under this Agreement for the benefit of any third party save as expressly provided in this Agreement.

13 ENTIRE AGREEMENT

- 13.1 This Agreement, together with any other documents referred to in it, constitutes the whole agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.
- 13.2 Each Party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty or undertaking not expressly incorporated into it.
- 13.3 A Party's only right or remedy in relation to any provision of this Agreement shall be for breach of this Agreement and no Party shall have any right or remedy in respect of misrepresentation (whether negligent or innocent and whether made prior to and/or in this Agreement).
- 13.4 Nothing in this clause 13 limits or excludes any liability for fraud.

14 DEALING WITH RIGHTS AND OBLIGATIONS

No Party may assign, transfer, create any trust over, charge or otherwise encumber or deal in any other manner with all or any of its rights and obligations under this Agreement (including any cause of action arising in connection with it) without the prior written consent of the other Parties. Any such purported action shall be ineffective.

15 COUNTERPARTS

- 15.1 This Agreement may be executed in counterparts, and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.
- 15.2 Delivery of a counterpart may be effected in hard copy or in electronic form (by e-mail or other electronic means).

16 GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 16.1 This Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with English law.
- 16.2 Each of the Parties irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement or its subject matter or formation shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
- 16.3 Each of the Parties agrees that in the event of any action between any of the Parties being commenced in respect of this Agreement or any matters arising under it, the process by which it is commenced (where consistent with the applicable court rules) may be served on them in accordance with clause 23 of the Purchase Agreement save that email service will be excluded from any legal process or proceedings under this clause 16.3.

IN WITNESS of which this Agreement has been executed as a deed and delivered by the Parties on the date appearing on the first page.

Executed by PAUL ZALKIN)
for and on behalf of)
AMARA LIVING LIMITED)
(IN ADMINISTRATION))
acting by its joint administrator (as agent)
without personal liability) Administrator

In the presence of

[Signature]

Witness

Witness name: GINA ZALKIN
Witness address: c/o Tesco PLC, Herts, AL7 1TW
Witness occupation: Solicitor

Executed by PAUL ZALKIN)
as administrator, for himself and on behalf of the)
Joint Administrators, (as agent without personal)
liability) Administrator

In the presence of

[Signature]

Witness

Witness name: GINA ZALKIN
Witness address: c/o Tesco PLC, Herts, AL7 1TW
Witness occupation: Solicitor

Executed by)
for and on behalf of)
SDI (BRANDS 2) LIMITED) Authorised Signatory

In the presence of

.....
Witness

Witness name:
Witness address:
Witness occupation:

IN WITNESS of which this Agreement has been executed as a deed and delivered by the Parties on the date appearing on the first page.

Executed by)
for and on behalf of)
AMARA LIVING LIMITED)
(IN ADMINISTRATION))
acting by its joint administrator (as agent)
without personal liability)) Administrator

In the presence of

.....
Witness

Witness name:

Witness address:

Witness occupation:

Executed by)
as administrator, for himself and on behalf of the)
Joint Administrators, (as agent without personal)
liability))
Administrator

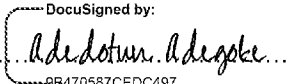
In the presence of

.....
Witness

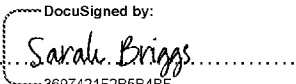
Witness name:

Witness address:

Witness occupation:

Executed by **Adedotun Adegoke**)
for and on behalf of)
SDI (BRANDS 2) LIMITED)
Authorized Signatory  DocuSigned by: Adedotun Adegoke...
BB470587CEDC497...

In the presence of

.....
Witness  DocuSigned by: Sarah Briggs...
3697421F2B5B4BF...

Witness name: Sarah Briggs

Witness address: 54 White Park Place Retford DN22 7ZB

Witness occupation: Group Head of Commercial Planning

DATED

30 NOVEMBER 2022

- (1) AMARA LIVING LIMITED (IN ADMINISTRATION)
- (2) PAUL ZALKIN AND MICHAEL KIELY (AS JOINT ADMINISTRATORS OF THE SELLER)
- (3) SDI (BRANDS 2) LIMITED

AGREEMENT FOR THE SALE AND PURCHASE OF CERTAIN ASSETS

Reed Smith LLP
The Broadgate Tower
20 Primrose Street
London EC2A 2RS
Phone: +44 (0) 20 3116 3000
Fax: +44 (0) 20 3116 3999
DX1066 City / DX18 London

reedsmith.com

ReedSmith

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THIS AGREEMENT dated 30 November 2022

BETWEEN:

- (1) **AMARA LIVING LIMITED** (in administration) (company number 05348182) whose registered office is at Unit 4 Concord Farm, School Road, Braintree, Essex, CM77 6SP (the "**Seller**") acting by the Joint Administrators;
- (2) **PAUL ZALKIN** and **MICHAEL KIELY** of **QUANTUMA ADVISORY LIMITED**, High Holborn House, 52-54 High Holborn, London, England, WC1V 6RL (the "**Joint Administrators**"); and
- (3) **SDI (BRANDS 2) LIMITED** (company number 12299584) whose registered office is at Unit A, Brook Park East, Shirebrook, NG20 8RY (the "**Buyer**").

together, the "**Parties**".

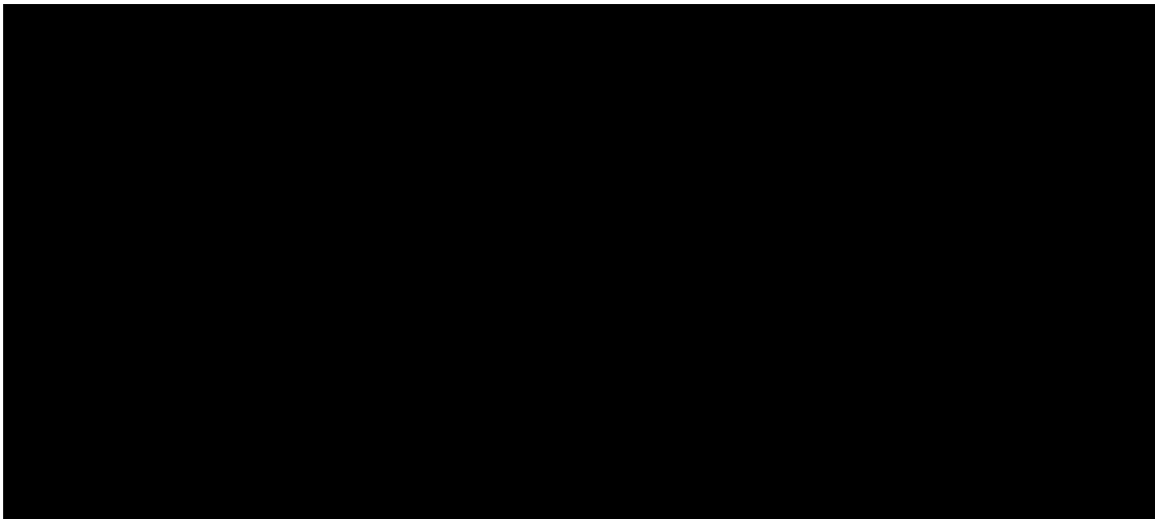
RECITALS

- (A) The Administrators were appointed joint administrators of the Seller on 30 November 2022 by the directors of the Seller, pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986 (the "**Appointment**").
- (B) The Seller (acting by the Administrators) has agreed to sell and the Buyer has agreed to buy with effect from the Completion Date such right, title and interest (if any) as the Seller may have in the Assets subject to the following terms and conditions.
- (C) The Administrators have entered into this Agreement for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this Agreement.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

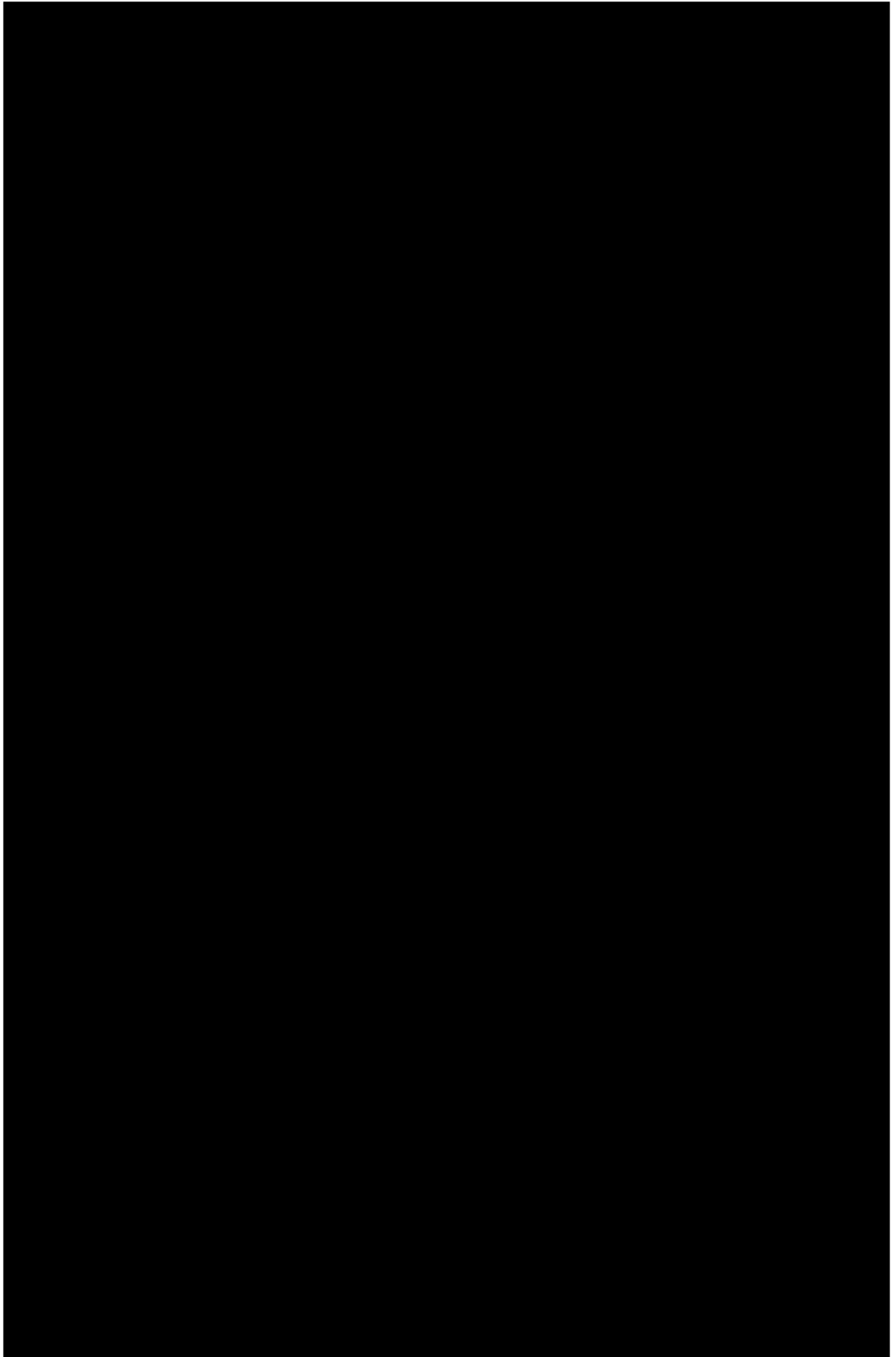
1.1 In this Agreement, and except where the context otherwise requires, the following capitalised words and expressions shall have the following meanings:

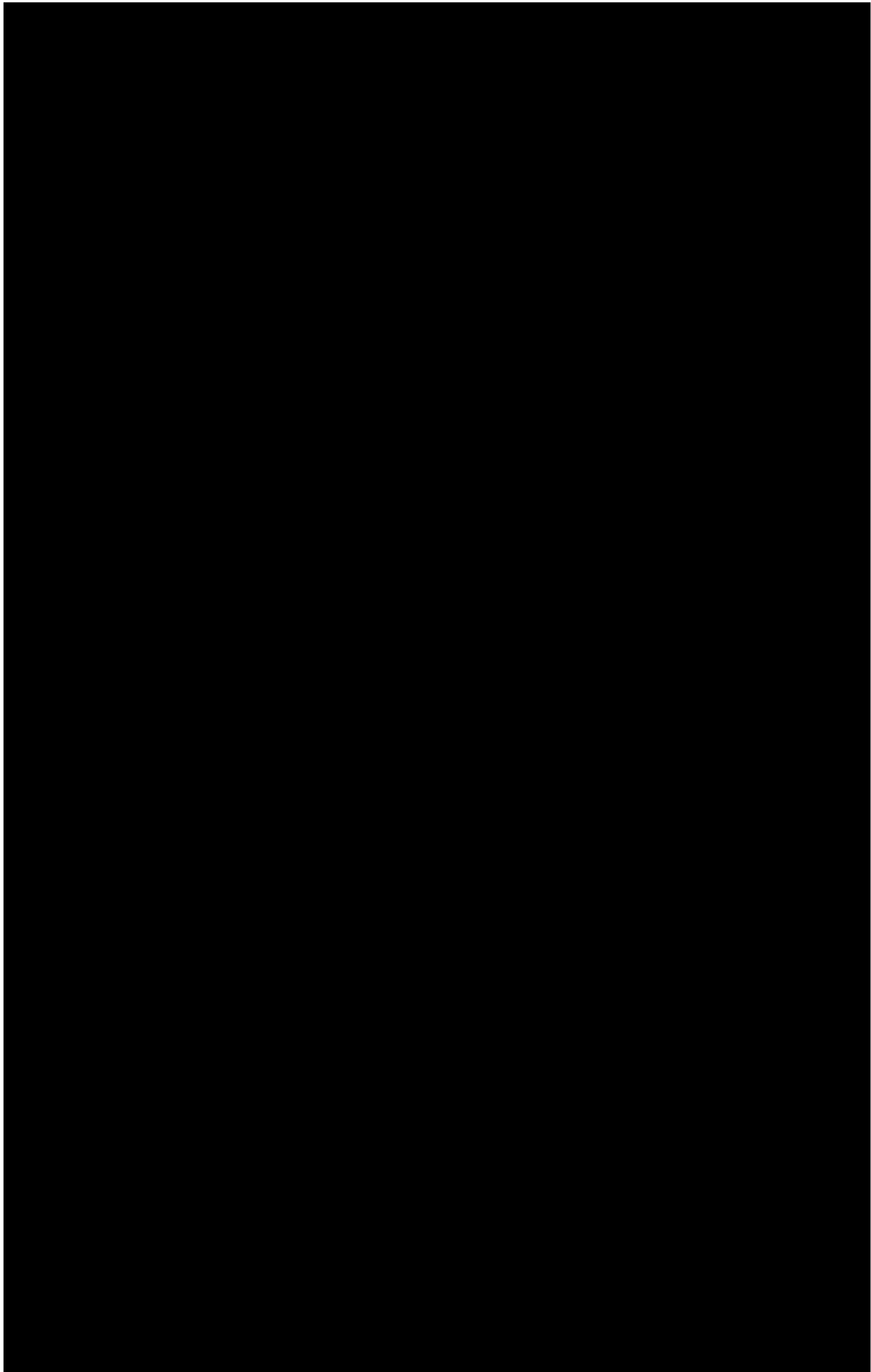


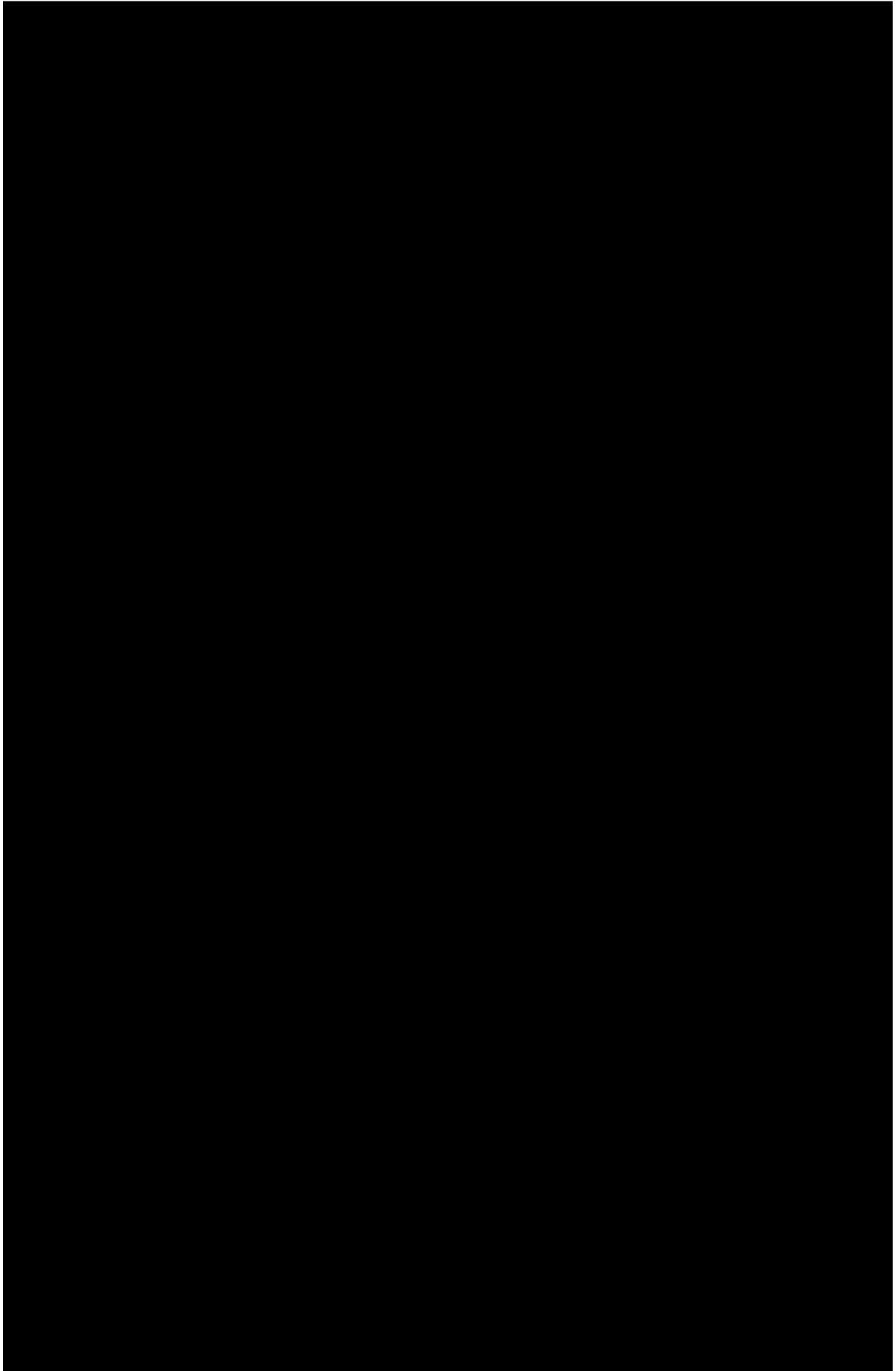
"**Assigned Intellectual Property**" means all Intellectual Property Rights owned by the Seller, including Intellectual Property Rights owned by the Seller in any of the following:

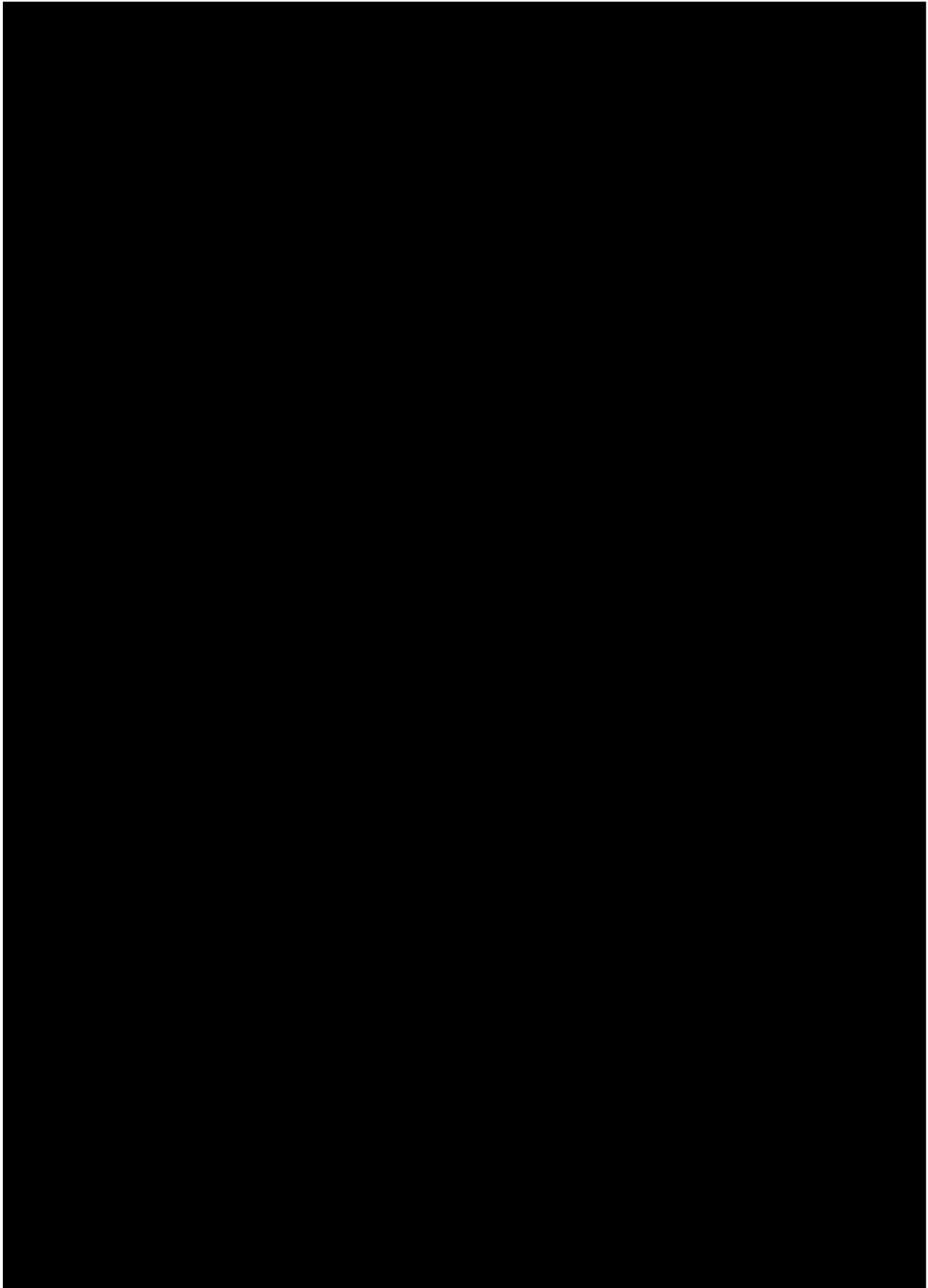
- (a) the Trade Marks;











"Trade Marks" means:

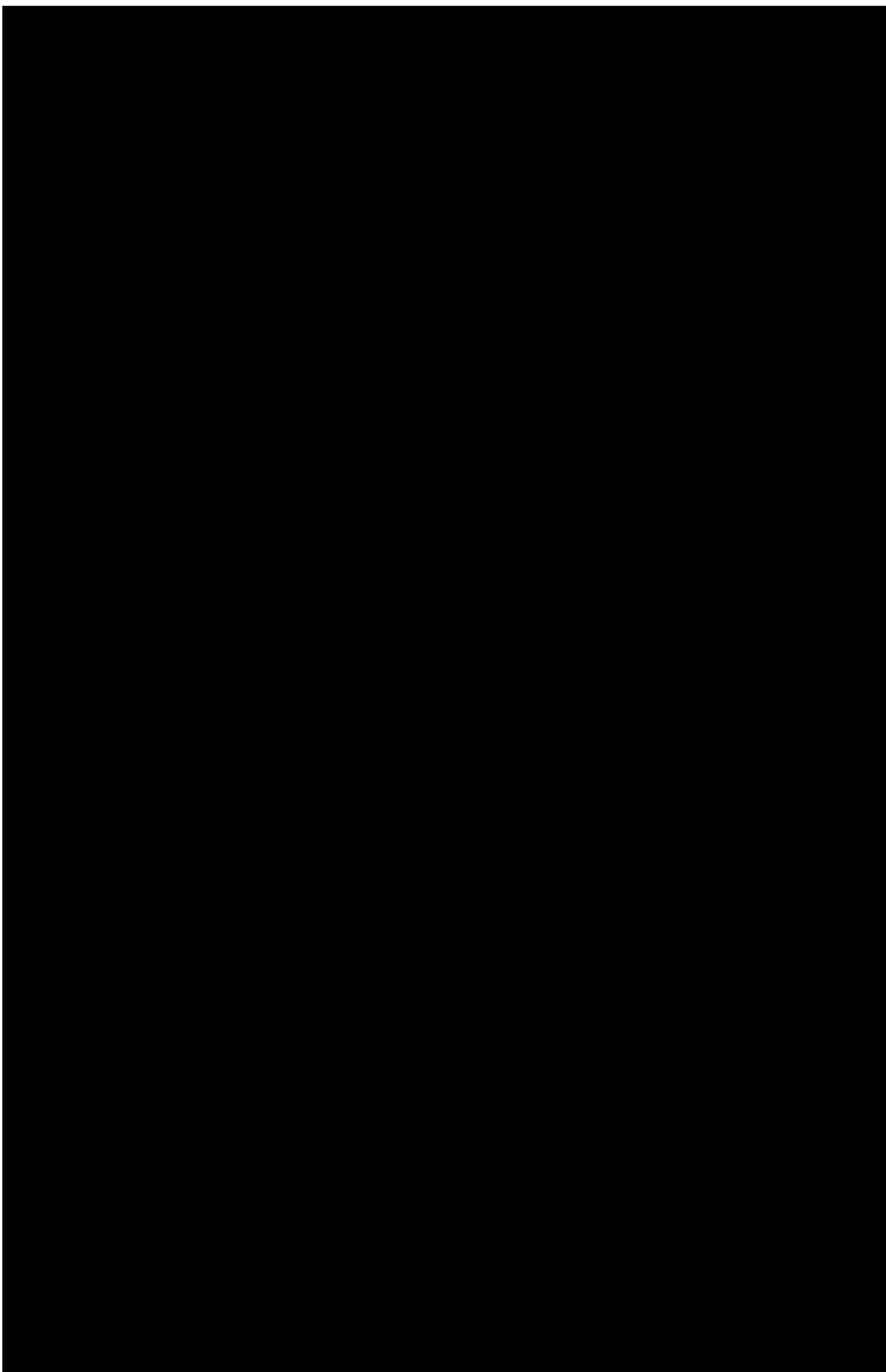
- (a) the registered trade marks and applications for registration of trade marks listed in Schedule 2;
- (b) all registered trade marks and service marks, applications for registration of trade marks and service marks, and unregistered trade marks and service marks relating to the Amara brand and owned by the Seller as at the Effective Time; and

(c) all rights in goodwill attached to any of the items referred to under (a) or (b);

1.2

1.3

1.4



1.5

1.6

2

2.1

3

3.1

3.2

3.3

4

4.1

5

5.1

5.2

5.3

5.4

5.5

5.6

6

6.1

6.2

6.3

6.4

6.5

6.6

7

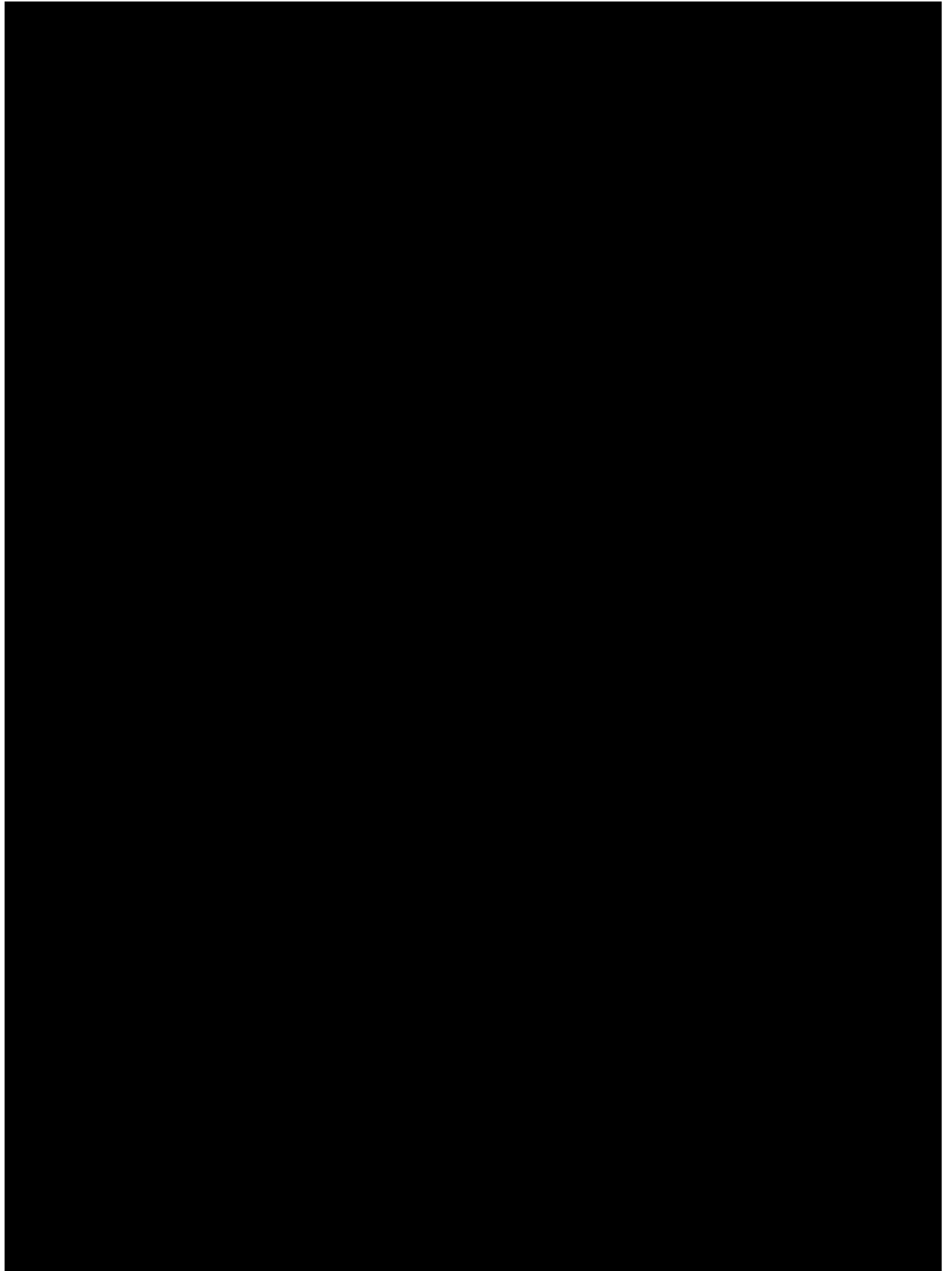
7.1

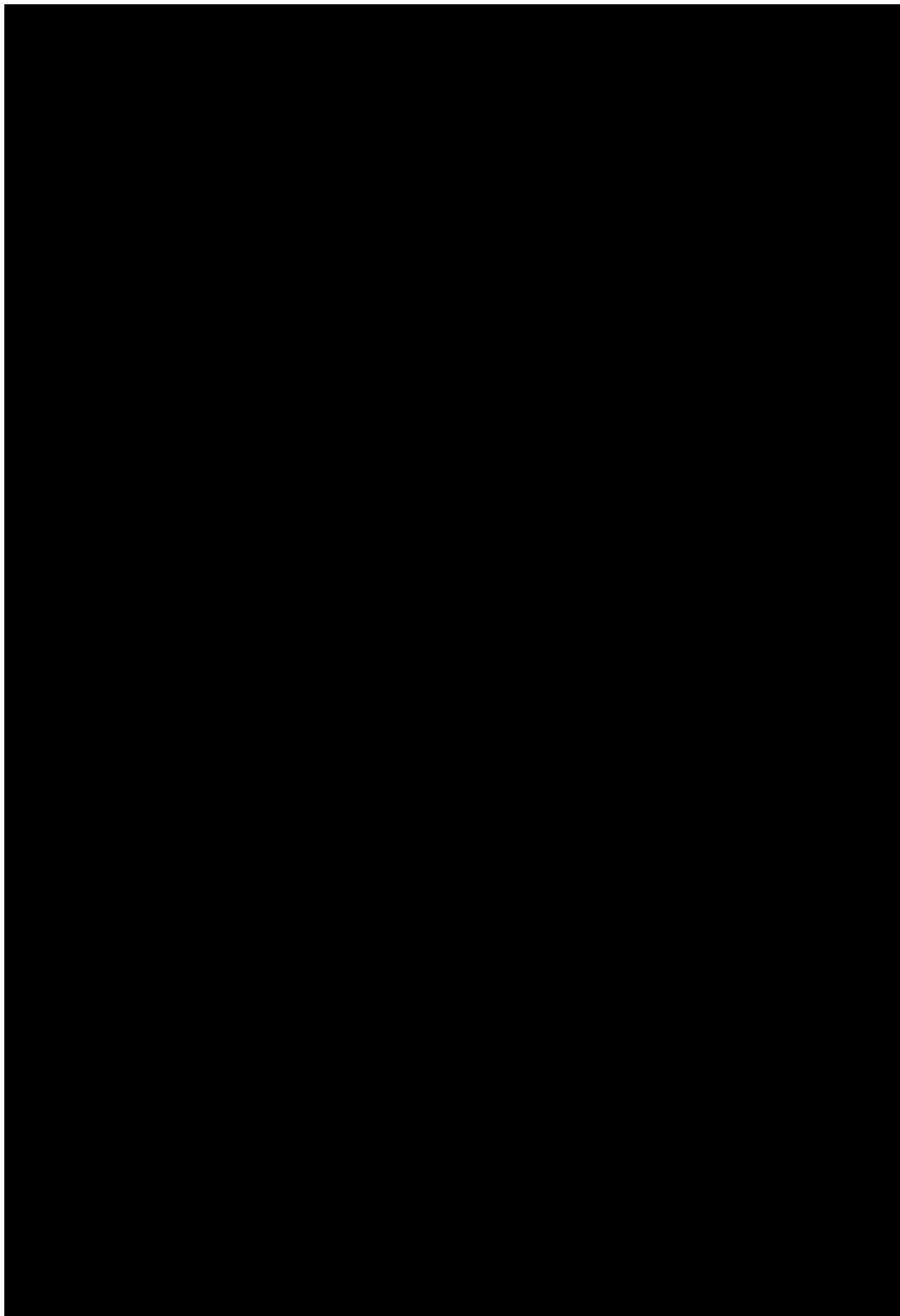
7.2

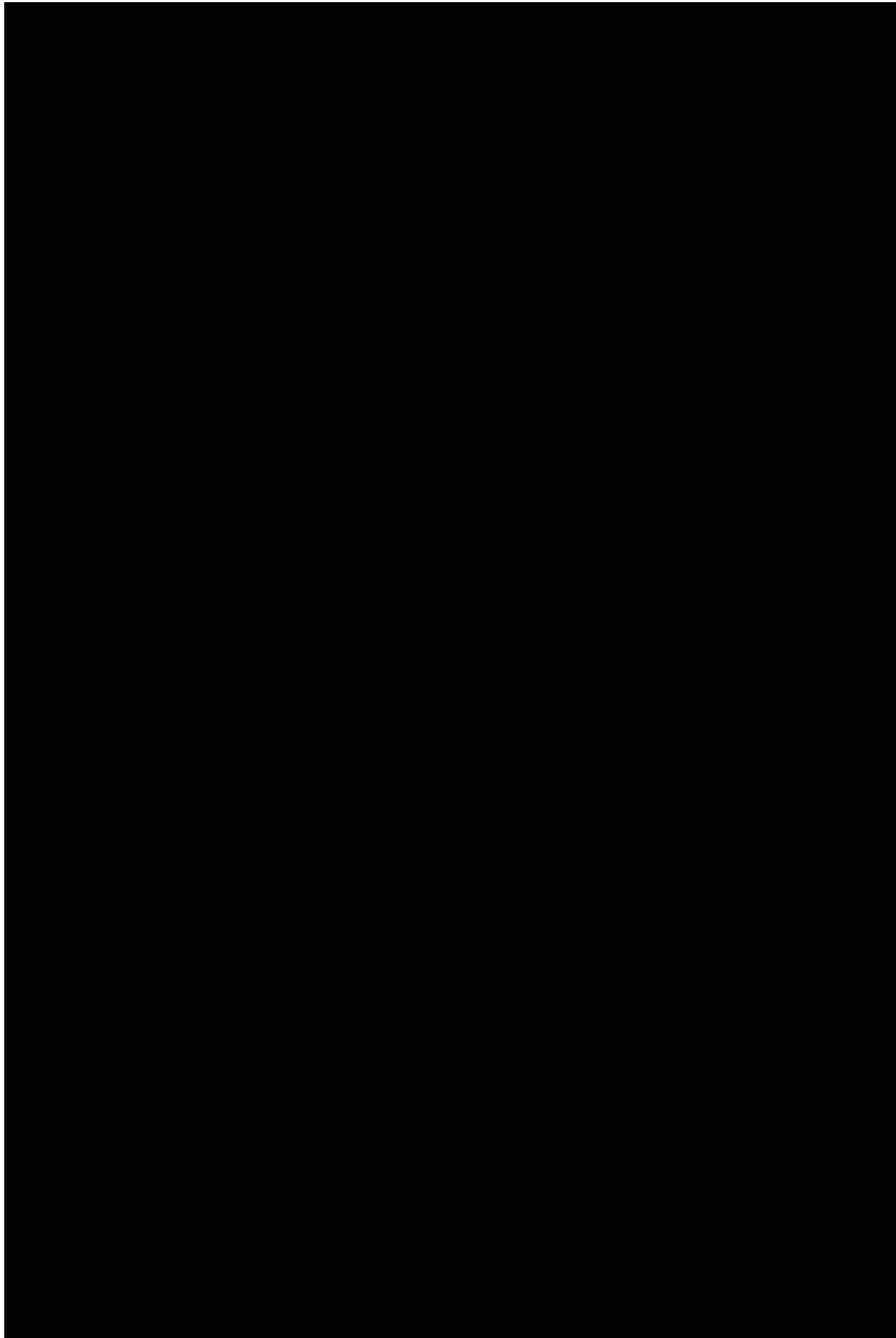
7.3

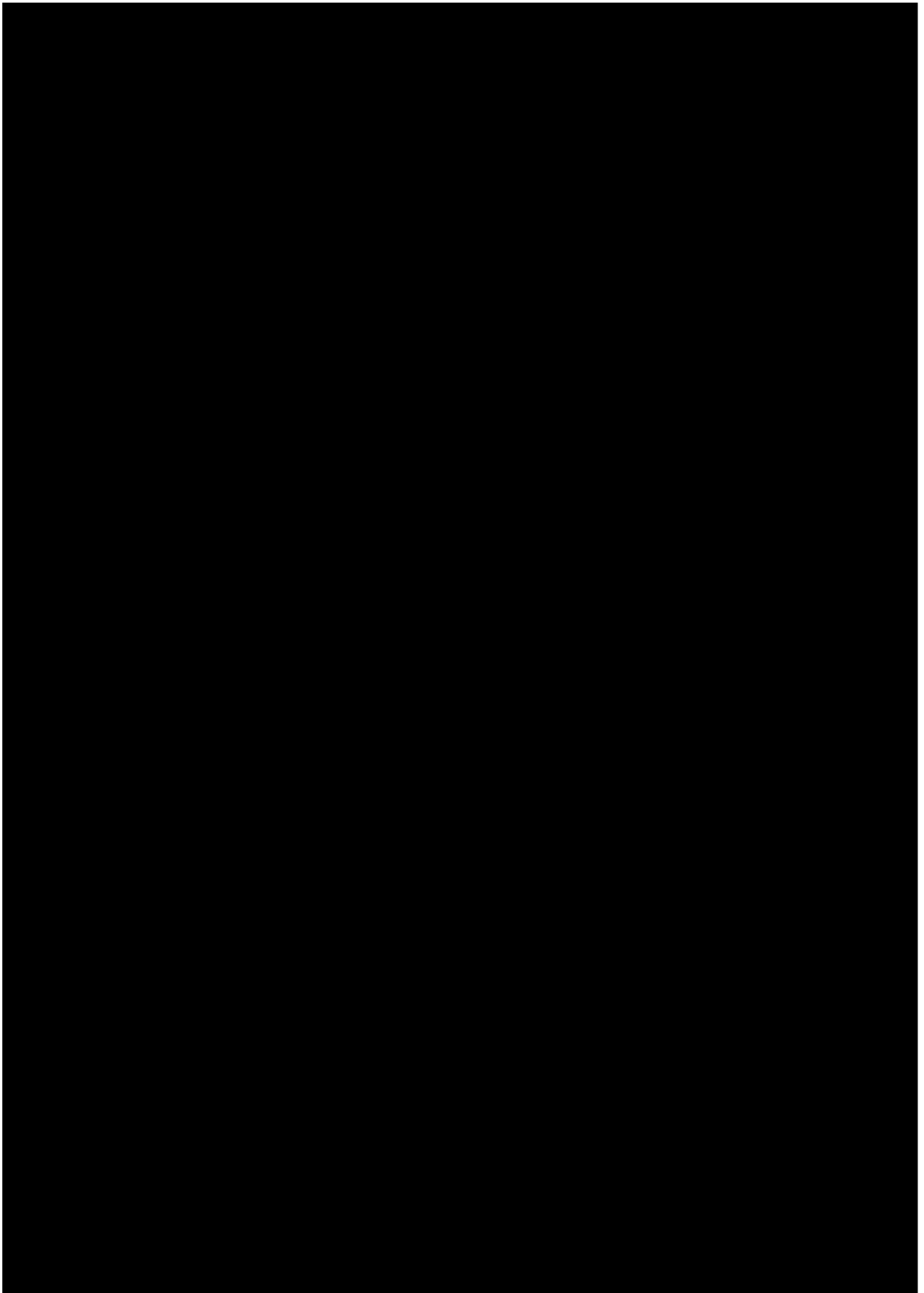
7.4

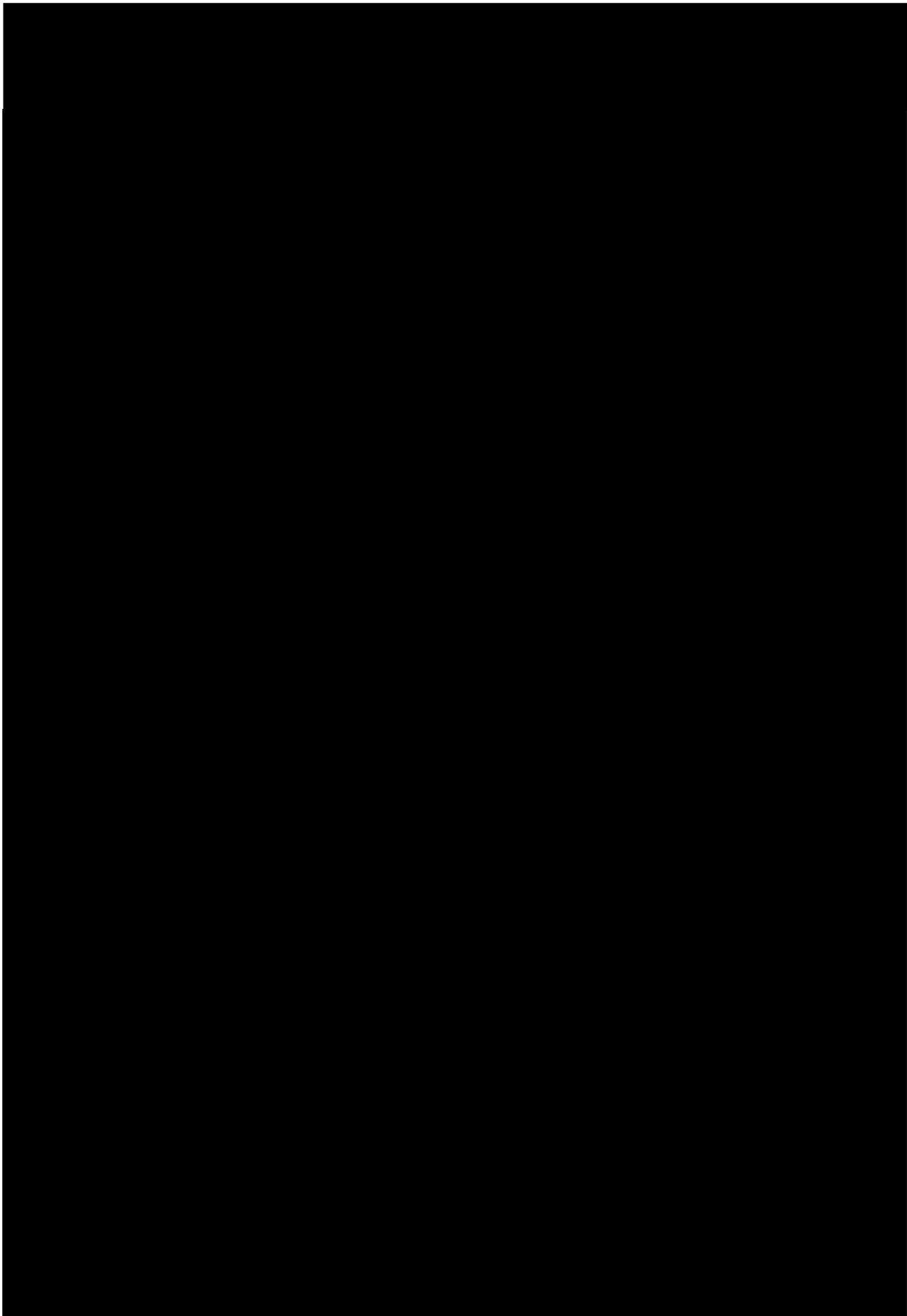
7.5

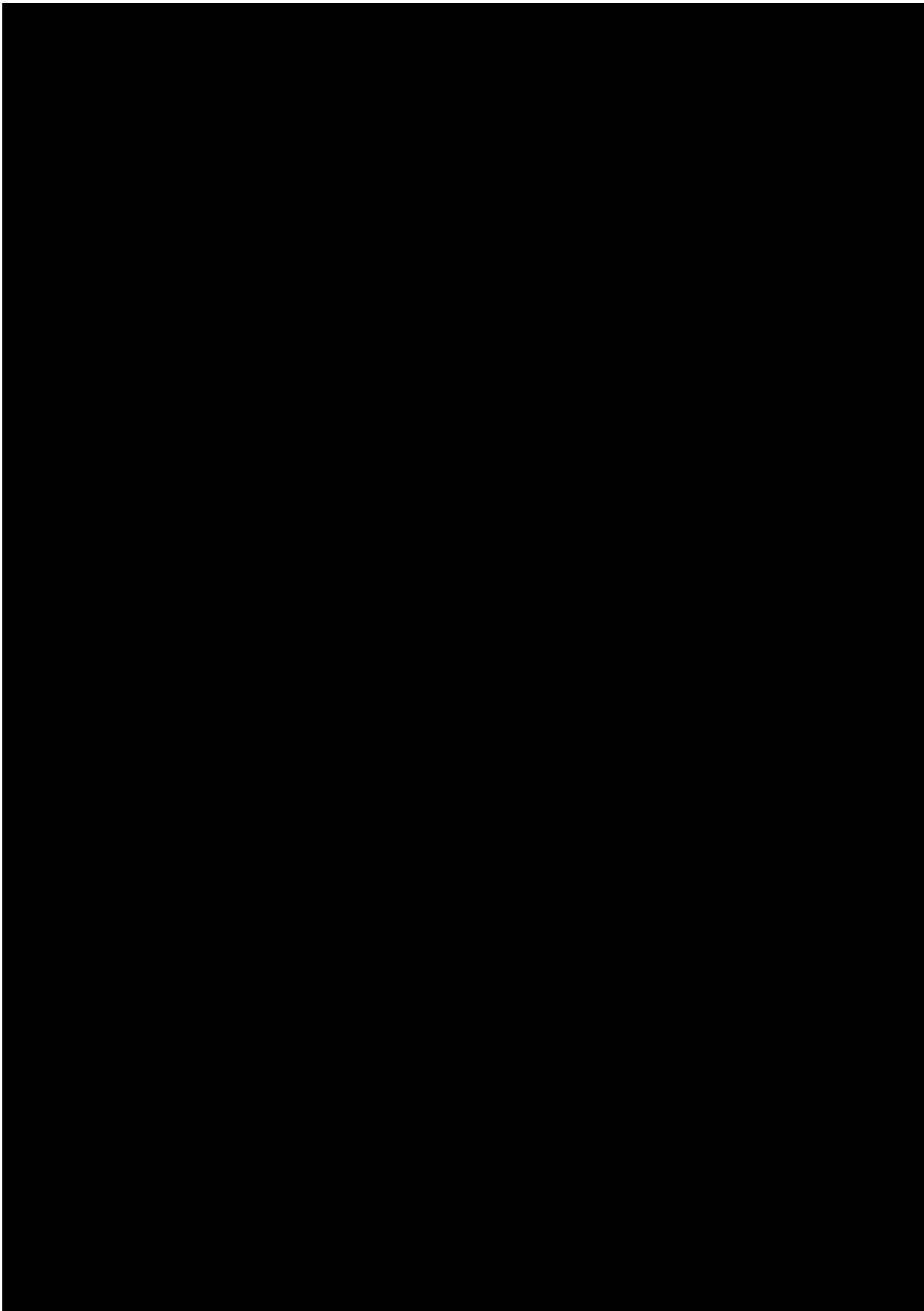


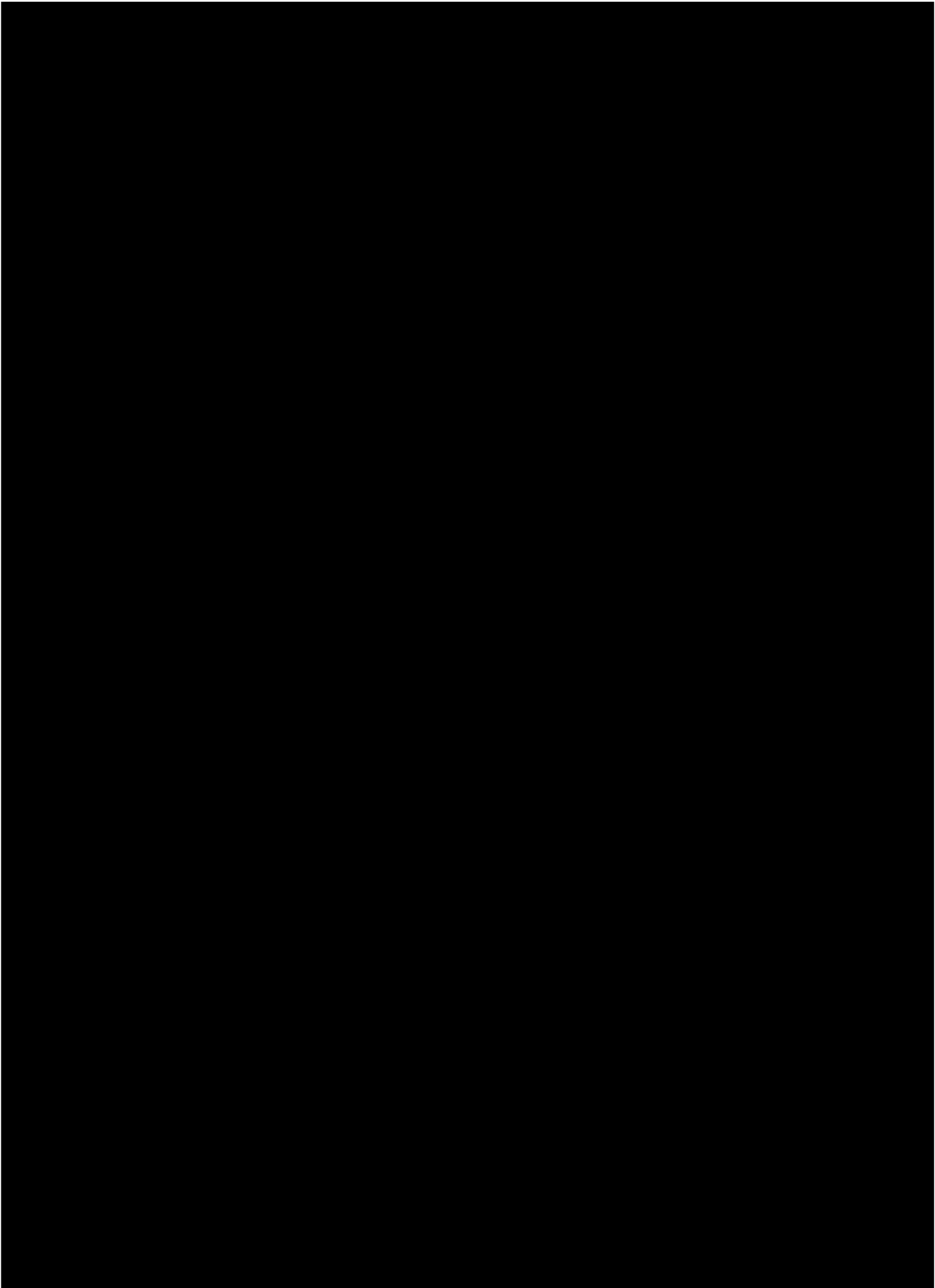


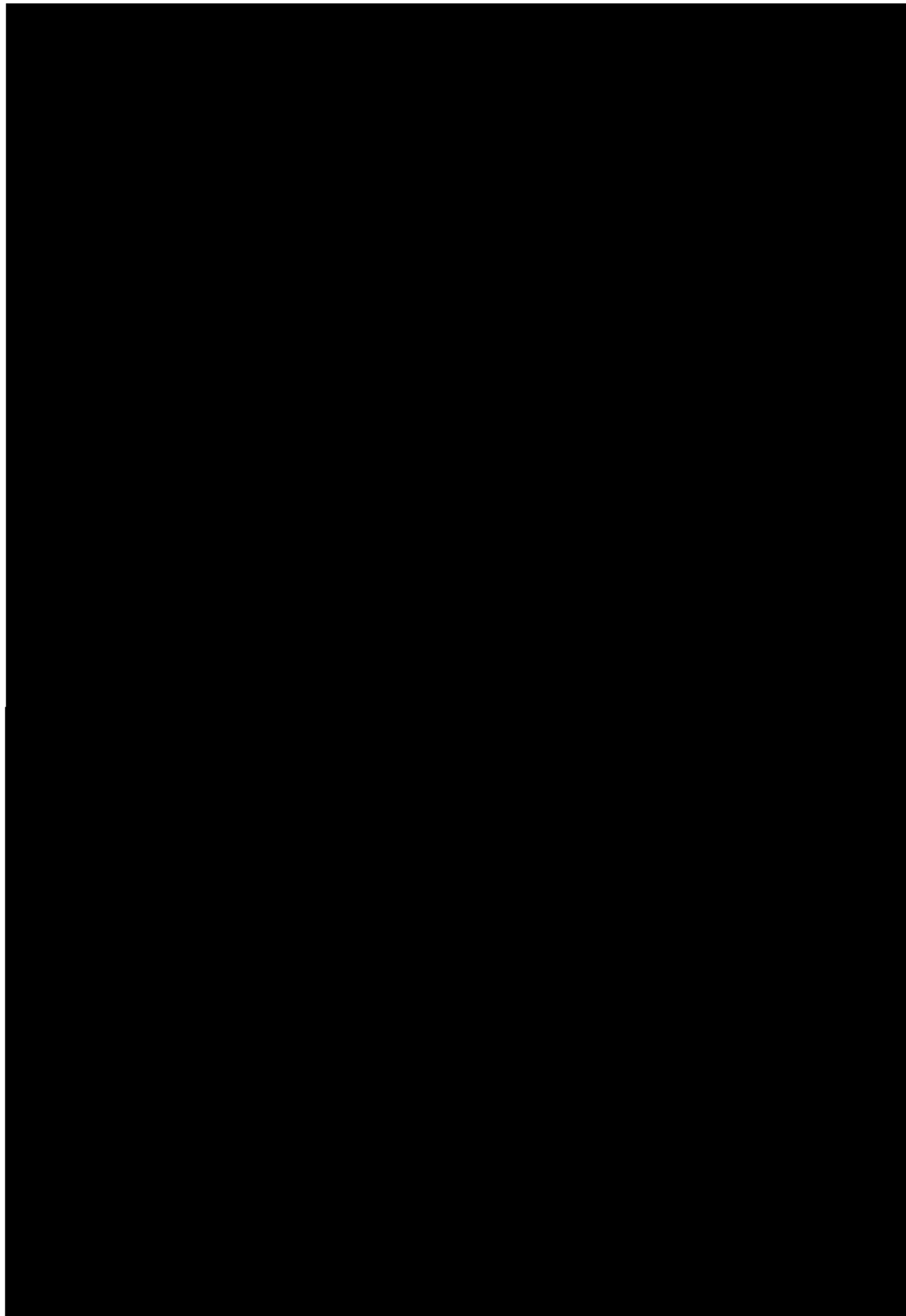






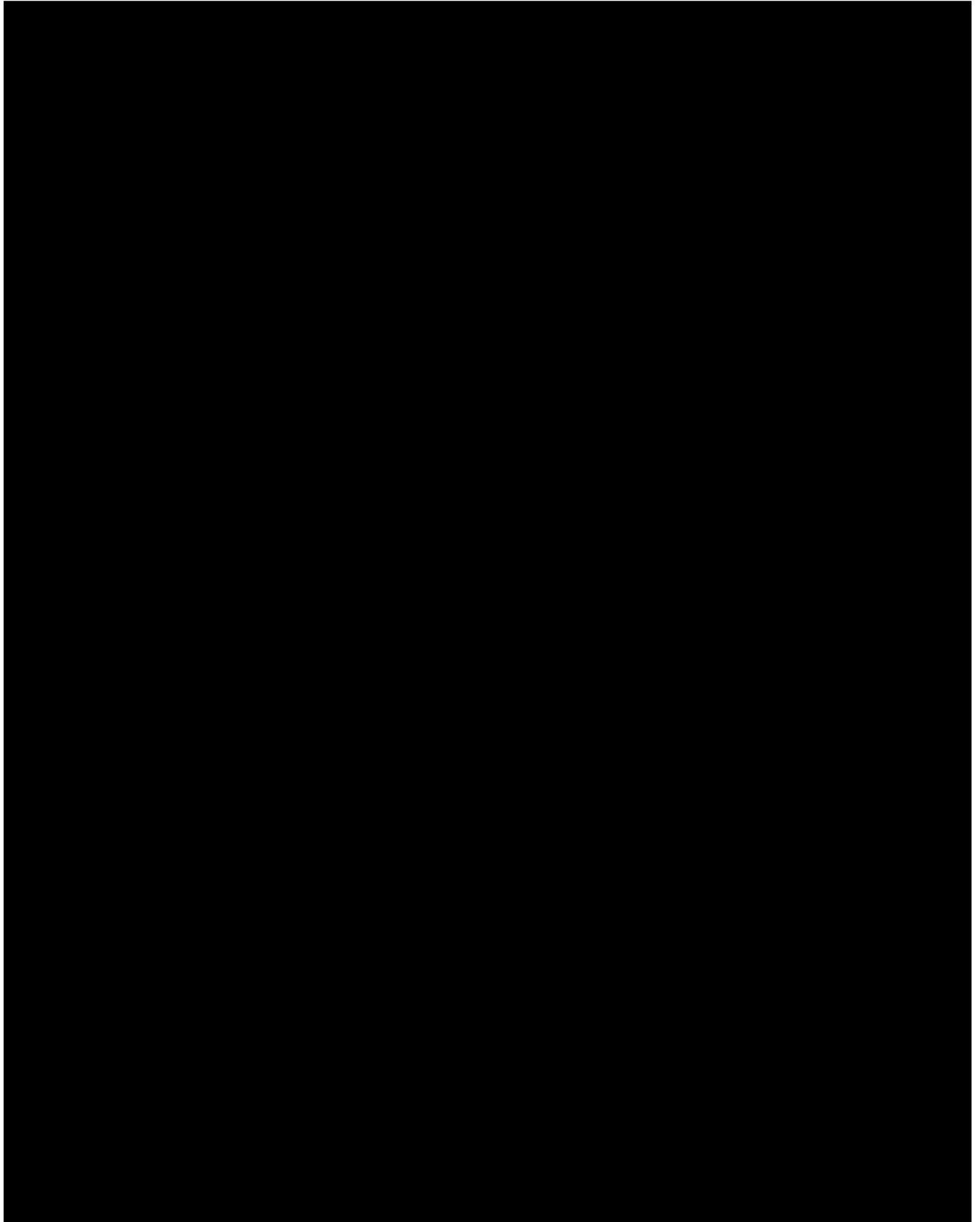


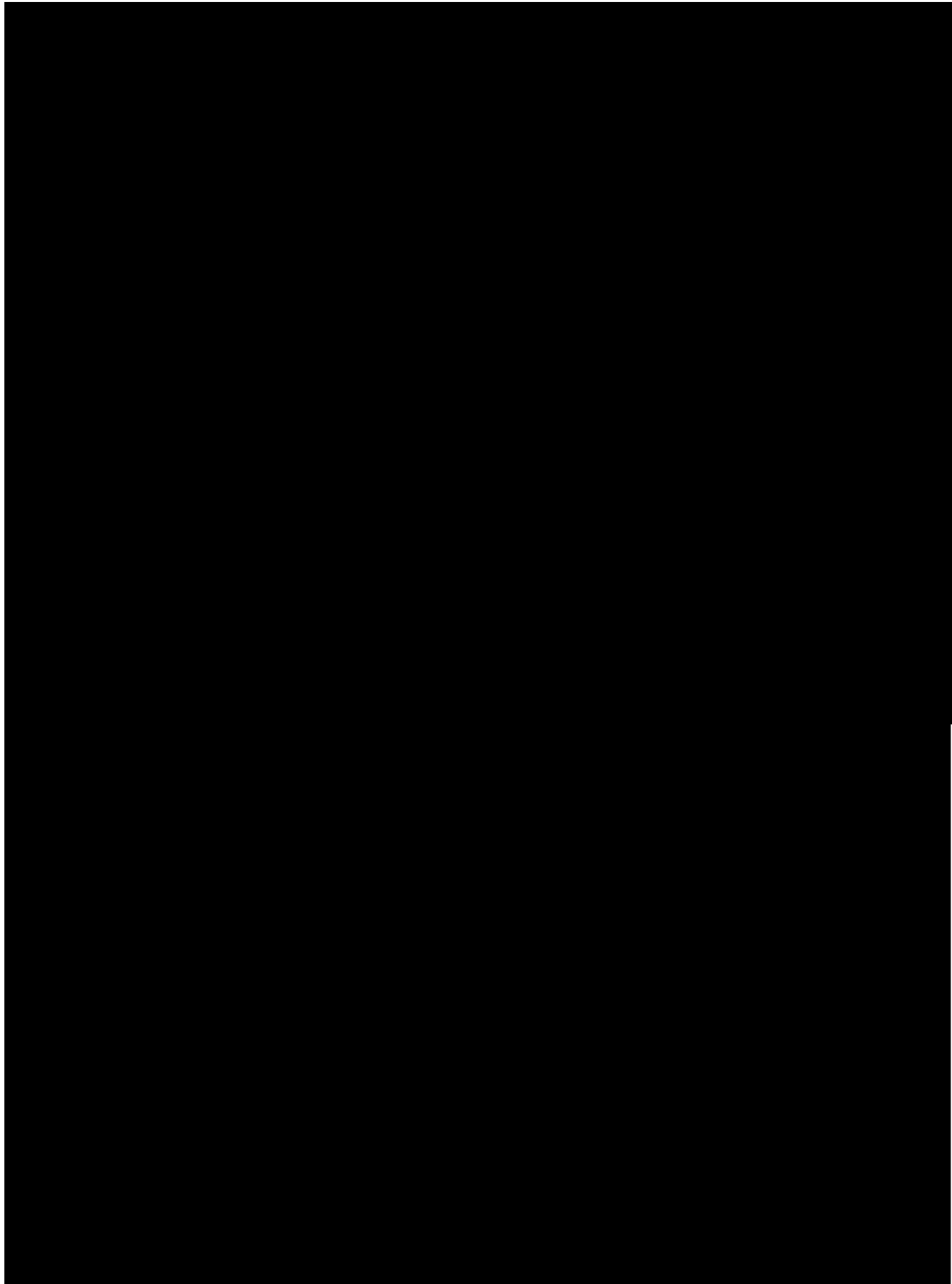




21 **ASSIGNMENT**

This Agreement including any benefit arising under it may not be assigned by the Buyer without the prior written consent of the Seller and the Administrators, and the Buyer shall not purport to assign or transfer the same.





SCHEDULE 1
DOMAIN NAMES

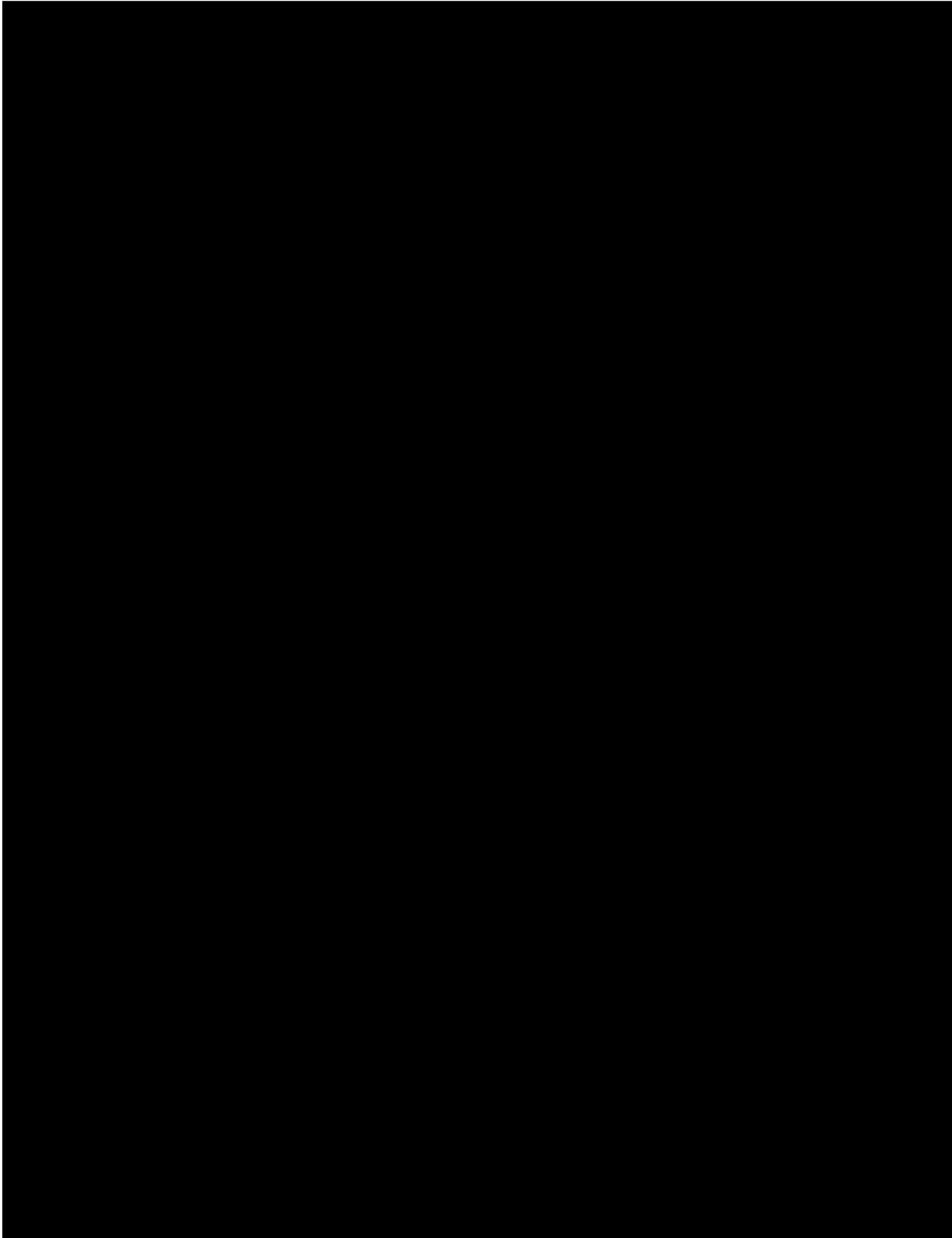
No	Domain Name	Registrant	Renewal Date	Domain Name Provider

**SCHEDULE 2
TRADE MARKS**

No.	Trade Mark	Country / Region	Status	Class(es)	Registered Owner	Application Number	Application Date	Registration Number	Registration Date
11	AMARA	United States	Registered	20,21,24,35	Amara Living Limited	87254641	02/12/2016	6013696	14/04/2020

SCHEDULE 3

SECURITY



SCHEDULE 4

EMPLOYEES

Employee Id	Name	Department	Job Role

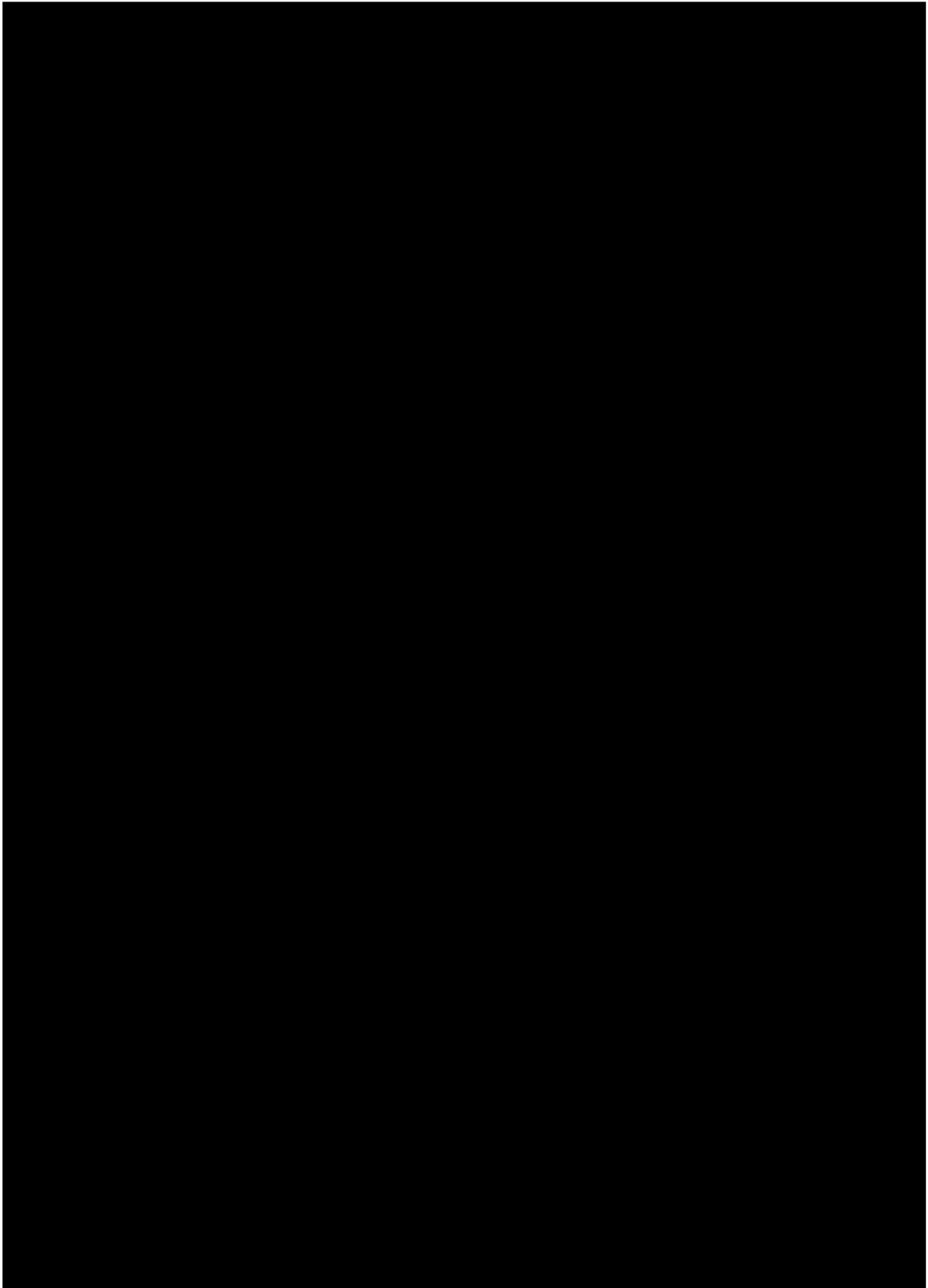
Employee Id	Name	Department	Job Role

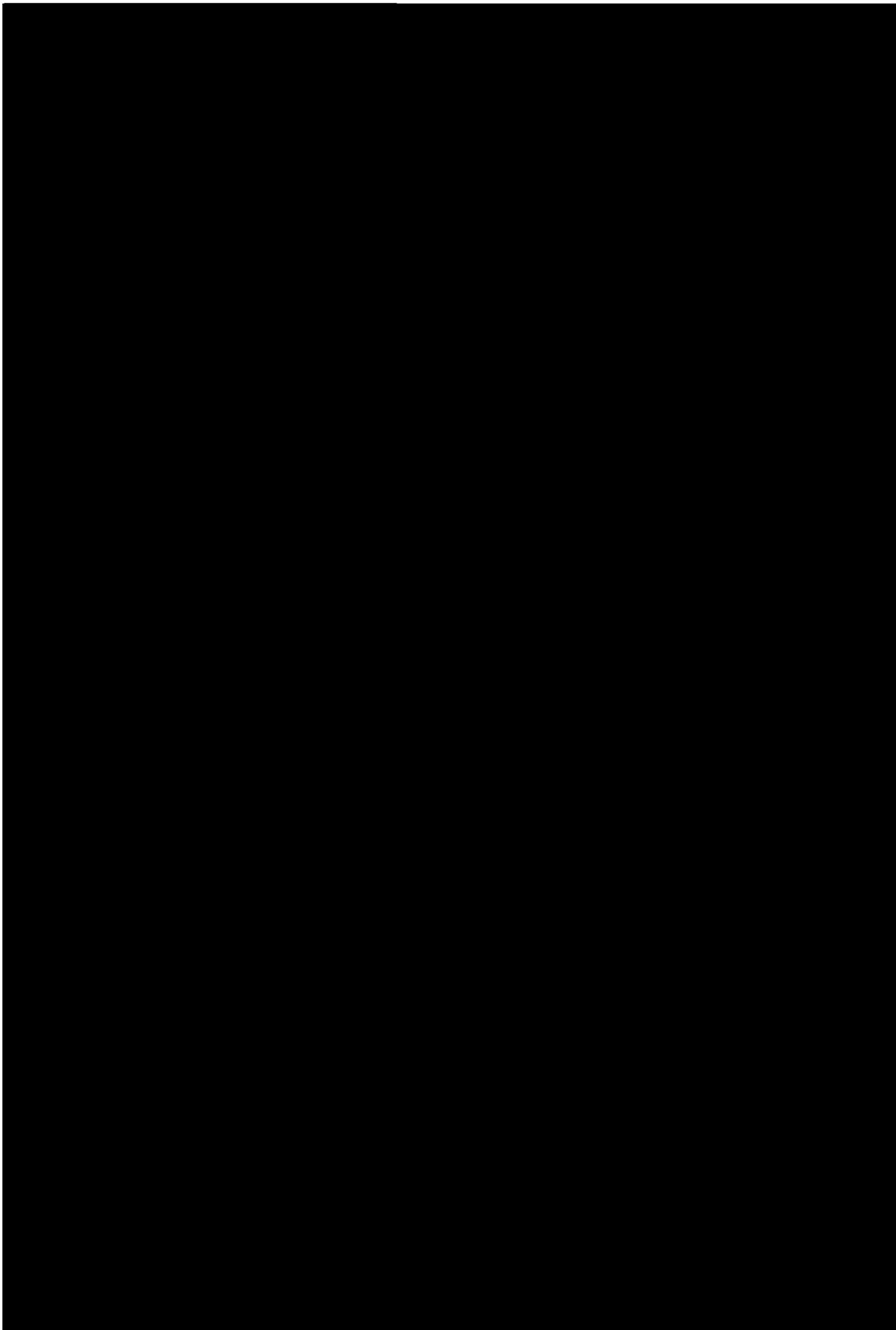
Employee Id	Name	Department	Job Role
[Redacted Content]			

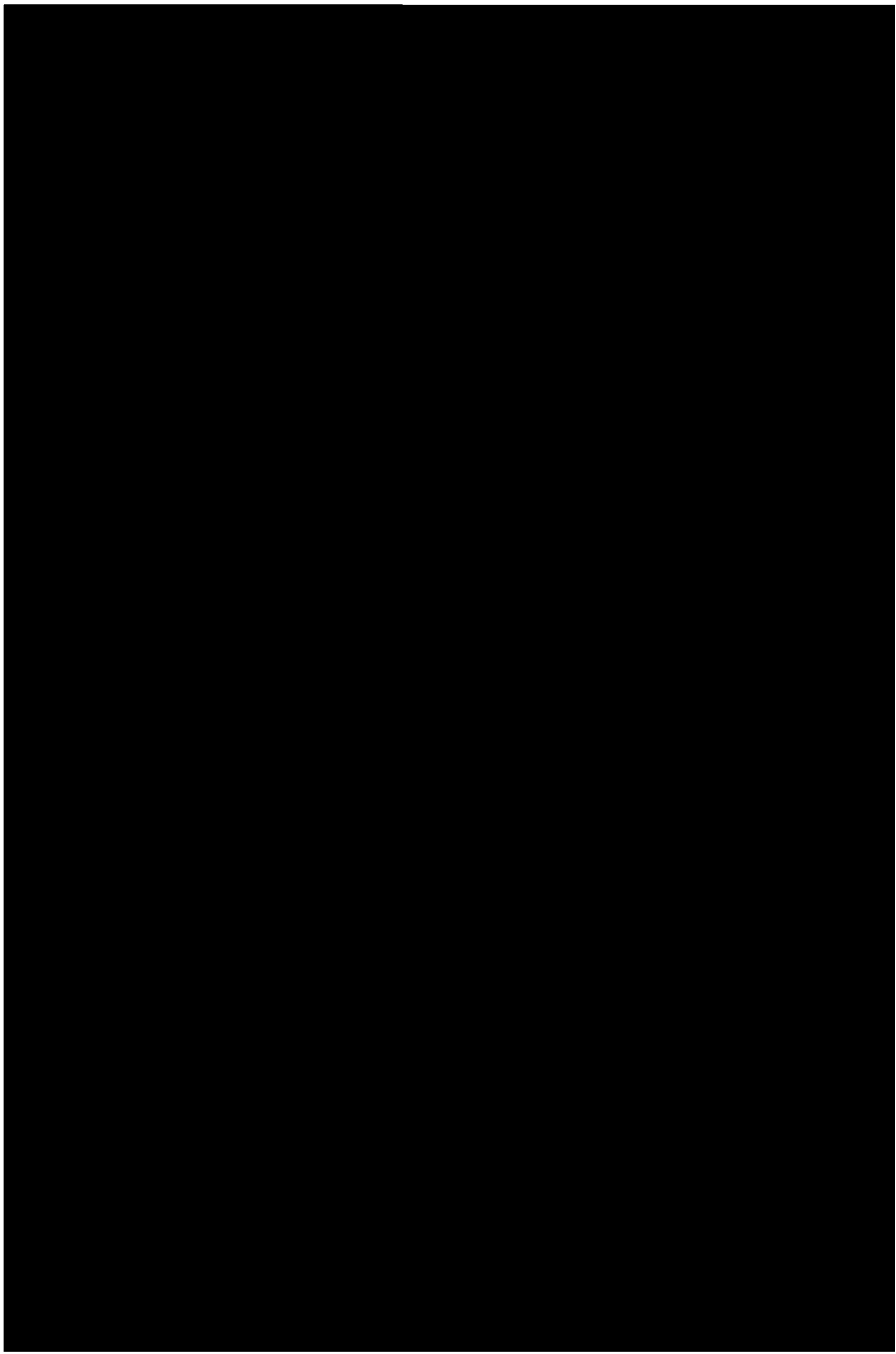
Employee Id	Name	Department	Job Role
[Redacted Content]			

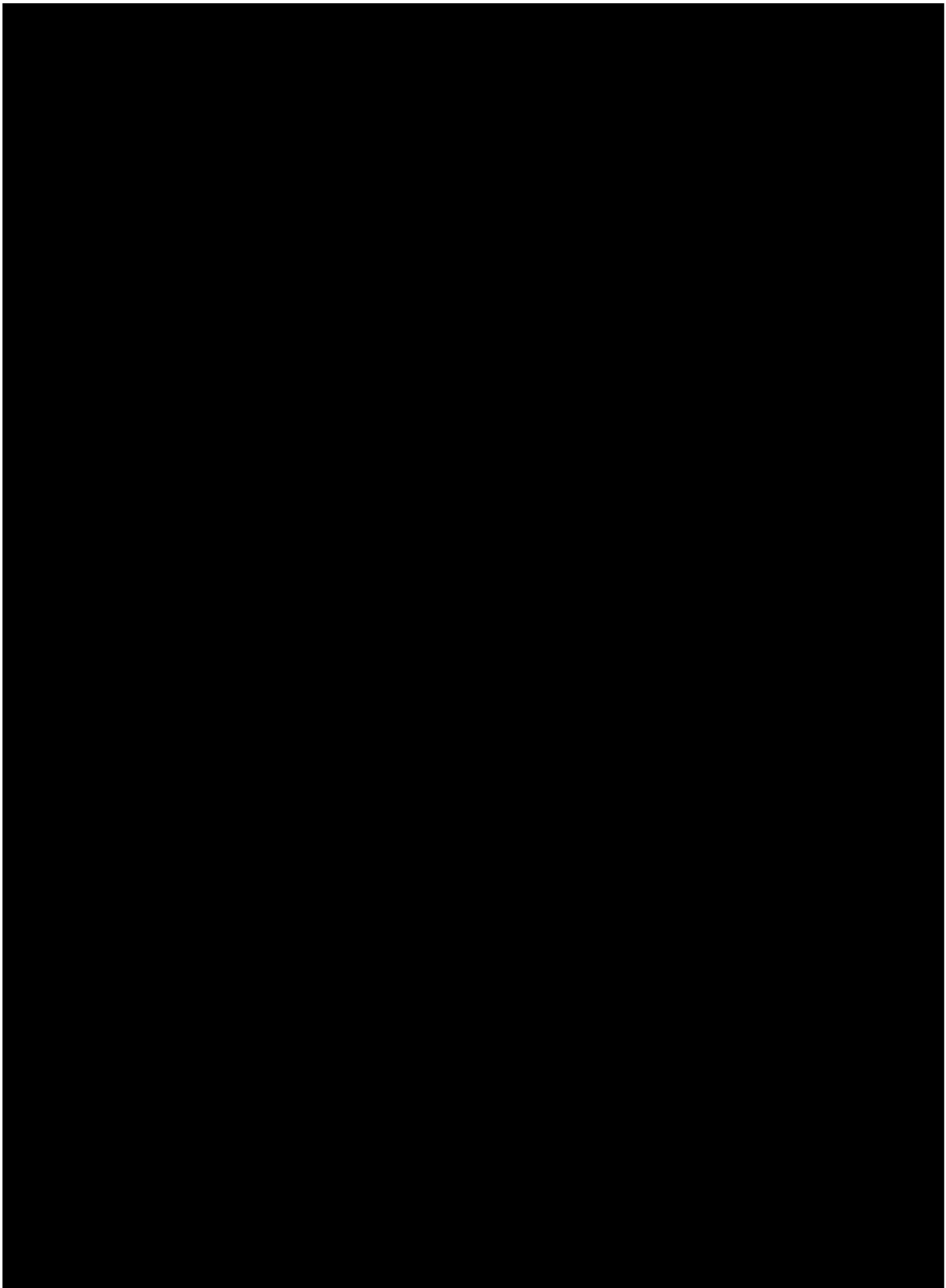
SCHEDULE 5

CONTRACTS









SCHEDULE 6
LICENCE TO OCCUPY

TRADEMARK
REEL: 008253 FRAME: 0231

TRADEMARK
REEL: 008253 FRAME: 0232

TRADEMARK
REEL: 008253 FRAME: 0233

TRADEMARK
REEL: 008253 FRAME: 0234

TRADEMARK
REEL: 008253 FRAME: 0235

TRADEMARK
REEL: 008253 FRAME: 0236

TRADEMARK
REEL: 008253 FRAME: 0237

TRADEMARK
REEL: 008253 FRAME: 0238

TRADEMARK
REEL: 008253 FRAME: 0239

TRADEMARK
REEL: 008253 FRAME: 0240

TRADEMARK
REEL: 008253 FRAME: 0241

Executed by PAUL ZALKIN)
for and on behalf of)
AMARA LIVING LIMITED)
(IN ADMINISTRATION))
acting by its joint administrator (as agent)
without personal liability)) Administrator PZM

In the presence of

x Gina Zalkin
Witness

Witness name: GINA ZALKIN
Witness address: c/o Tesco PLC, Herts, AL7 1TW
Witness occupation: SOLICITOR

Executed by PAUL ZALKIN)
as administrator, for himself and on behalf of)
the)
Administrators, (as agent without personal)
liability)) Administrator PZM

In the presence of

x Gina Zalkin
Witness

Witness name: GINA ZALKIN
Witness address: c/o Tesco PLC, Herts, AL7 1TW
Witness occupation: SOLICITOR

Executed by _____)
for and on behalf of)
SDI (BRANDS 2) LIMITED) Authorised Signatory

In the presence of

Witness
Witness name:
Witness address:

Signed by PAUL ZALKIN)
for and on behalf of)
AMARA LIVING LIMITED)
(IN ADMINISTRATION))
acting by its joint administrator (as agent)
without personal liability))

PAUL ZALKIN

Signed by PAUL ZALKIN)
as administrator, for himself and on behalf of the)
Joint Administrators, (as agents without personal)
liability))

PAUL ZALKIN

Administrator

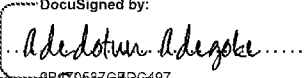
Signed by)
for and on behalf of)
SDI (BRANDS 2) LIMITED)

.....

Authorised Signatory

Signed by)
for and on behalf of)
AMARA LIVING LIMITED)
(IN ADMINISTRATION))
acting by its joint administrator (as agent)
without personal liability))

Signed by)
as administrator, for himself and on behalf of the)
Joint Administrators, (as agents without personal)
liability)) Administrator

Signed by **Adedotun Adegoke**)
for and on behalf of)
SDI (BRANDS 2) LIMITED)
DocuSigned by: 
Authorised Signatory