

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Laundry Athletics LLP	03/07/2010
<b>RECEIVING PARTY DATA</b>	
Name:	DKH Retail Limited
Street Address:	The Runnings
Internal Address:	Unit 60
City:	Cheltenham, Gloucestershire
State/Country:	UNITED KINGDOM
Postal Code:	GL51 9NW
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	D598639
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ATTORNEY DOCKET NUMBER:	059930.0001
NAME OF SUBMITTER:	Kara K. Fairbairn
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**PATENT**  
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DATED

7<sup>th</sup> March

2010

LAUNDRY ATHLETICS LLP (1)

- and -

DKH RETAIL LIMITED (2)

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DEED OF ASSIGNMENT  
REGISTERED DESIGNS

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THIS DEED OF ASSIGNMENT is made on

7<sup>th</sup> March

2010

**BETWEEN:**

- (1) **LAUNDRY ATHLETICS LLP** incorporated and registered in England and Wales with registered number OC369473 whose registered office is at Unit 60, The Runnings, Cheltenham, Gloucestershire GL51 9NW ("the Assignor"); and
- (2) **DKH RETAIL LIMITED** incorporated and registered in England and Wales with company number 7063508 whose registered office is at Unit 60, The Runnings aforesaid ("the Assignee").

**INTRODUCTION**

- (A) The Assignor is the owner of the Designs.
- (B) Pursuant to the Agreement, the Assignor has agreed to sell and transfer the business of clothing design and retail carried on by the Assignor prior to the date of the Agreement (together with the property, rights and assets of this business) to the Assignee as a going concern with effect from the Effective Time.
- (C) The property, rights and assets of the aforementioned business include the Designs.
- (D) The parties have agreed to record the assignment of the Designs in accordance with the terms of this Deed.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- 1.1. In this Deed and in the introduction to this Deed, the following expressions shall have the meanings attributed to them below:

"Agreement"	the Asset Purchase Agreement entered into between the parties and the members of the Assignor on the date of this Deed;
"Assigned Rights"	the Designs (including but not limited to any Design Rights in the Designs);
"Design Rights"	all rights in designs, and associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;
"Designs"	the registered designs and applications for design registrations set out in the Schedule; and
"Effective Time"	means close of business on 7 March 2010.

1.2. In this Deed:

- 1.2.1. clause headings are inserted for ease of reference only and do not affect construction;
- 1.2.2. words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof;
- 1.2.3. references to clauses and Schedules are to the clauses of and Schedules to this Deed.

**2. ASSIGNMENT**

- 2.1. The Assignor hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the Assigned Rights with effect from the Effective Time.

**3. PROCEEDINGS**

- 3.1. The assignment in Clause 2 of this Deed shall include the right for the Assignee to bring proceedings against any third party in relation to the Assigned Rights, including the right to sue for damages and any other remedies in respect of every act of infringement of the Assigned Rights occurring prior to the date of the Agreement.
- 3.2. The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance in relation to any proceedings which may be brought by or against the Assignee with respect to the Assigned Rights and the Assignee agrees to indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) which the Assignor incurs in providing the Assignee with such assistance.

**4. FURTHER ASSURANCE**

The Assignor agrees at the request and cost of the Assignee that they will at all times after the date of this Deed do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Deed and to assist in the resolution of any queries from the Assignee concerning the Assigned Rights.

**5. WAIVER OF MORAL RIGHTS**

- 5.1. The Assignor shall provide to the Assignee, on request, written absolute waivers of moral rights from all authors of any works the copyright in respect of which is assigned to the Assignee by virtue of this Deed which subsist in such works by virtue of Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

**6. COUNTERPARTS**

- 6.1. This Deed may be executed in any number of counterparts, each of which when executed shall constitute an original of this deed, but all the counterparts shall constitute together the same deed. No counterpart shall be effective until each party has executed at least one counterpart.

**7. GOVERNING LAW AND JURISDICTION**

- 7.1. This Deed and any dispute or claim that arises in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 7.2. The Assignor and the Assignee hereby irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute or claim which arises in connection with this Deed of Assignment or its subject matter or formation (including any non-contractual disputes or claims).

**SCHEDULE 1 – The Designs**

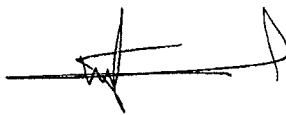
<b>Country</b>	<b>Description</b>	<b>Filing date</b>	<b>Registration No.</b>	<b>Status</b>
Australia	Ripstop Windcheater Jacket	20.11. 2007	20902/2007	Registered
China	Ripstop Windcheater Jacket	21.11.2007	200730331148.4	Registered
EU (Community)	Ripstop Windcheater Jacket	22.05.2007	000729660-0001	Registered
USA	Ripstop Windcheater Jacket	23.11.2007	D598,639	Registered
EU (Community)	Cockpit Jacket	17.04.2007	000710652-0001	Registered
EU (Community)	Brad Jacket	17.04.2007	000710652-0002	Registered
USA	Brad Jacket	11.10.2007	D609,882	Registered
EU (Community)	Scrambler Jacket	22.12.2009	001651019-0001	Registered
EU (Community)	Classic Pea Coat	22.12.2009	001651019-0002	Registered
EU (Community)	Panner Boot	22.12.2009	001651019-0003	Registered
EU (Community)	Lumberjack Hooded Shirt	22.12.2009	001651019-0004	Registered
EU (Community)	Collar	22.12.2009	001651019-0005	Registered
Australia	Scrambler Jacket	23.02.2010	201010606	Pending
Australia	Classic Pea Coat	23.02.2010	201010607	Pending
Australia	Panner Boot	23.02.2010	201010608	Pending
Australia	Lumberjack Hooded Shirt	23.02.2010	201010609	Pending
Australia	Collar	23.02.2010	201010610	Pending



EXECUTED AS A DEED by the parties on the date set out on the first page of this document

SIGNED by a Designated Member,  
for and on behalf of LAUNDRY  
ATHLETICS LLP  
in the presence of:

)  
)  
)  
)



Witness Signature:

*Paul Wakefield*

Witness Name:

*Paul Wakefield*

Witness Address:

IRWIN MITCHELL SOLICITORS  
IMPERIAL HOUSE  
31 TEMPLE STREET  
BIRMINGHAM  
B2 5BB

SIGNED by a director for and on behalf  
of DKH RETAIL LIMITED  
in the presence of:

)  
)  
)



Witness Signature:

*Paul Wakefield*

Witness Name:

*Paul Wakefield*

Witness Address:

IRWIN MITCHELL SOLICITORS  
IMPERIAL HOUSE  
31 TEMPLE STREET  
BIRMINGHAM  
B2 5BB