

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Primescene Limited LLP	11/23/2010
Mark Flenley	11/23/2010
RECEIVING PARTY DATA	
Name:	DKH Retail Limited
Street Address:	The Runnings
Internal Address:	Unit 60
City:	Cheltenham, Gloucestershire
State/Country:	UNITED KINGDOM
Postal Code:	GL51 9NW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29379680
CORRESPONDENCE DATA	
Fax Number:	(612)492-7077
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6124927000
Email:	mthompson@fredlaw.com
Correspondent Name:	Fredrikson & Byron, P.A.
Address Line 1:	200 South Sixth Street
Address Line 2:	Suite 4000
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	59930.8.1
NAME OF SUBMITTER:	Michael J. Feller
Total Attachments: 9 source=Executed-Assignment-Mark-Flenley#page1.tif	

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DATED

23 November

2010

PRIMESCENE LIMITED (1)

MARK FLENLEY (2)

and

DKH RETAIL LIMITED (3)

DEED OF ASSIGNMENT

DEED OF ASSIGNMENT

BETWEEN:

- (1) PRIMESCENE LIMITED a limited liability company incorporated and registered in England and Wales with company number 04381008 and whose registered office is 16 Davallia Drive, Up Hatherley, Cheltenham, Gloucestershire GL51 3XG ("**the Company**") and
 - (2) MARK FLENLEY of 16 Davallia Drive, Up Hatherley, Cheltenham, Gloucestershire, GL51 3XG ("**Designer**"),
- together the "**Assignors**"; and
- (3) DKH RETAIL LIMITED a limited liability company incorporated and registered in England and Wales with company number 7063508 and whose registered office is Unit 60, The Runnings, Cheltenham, Gloucestershire, GL51 9NW ("**Assignee**").

RECITALS

- (A) From December 2008 Laundry Athletics LLP commissioned the Assignors, from which time the Designer whether as an employee or as a sole director of the Company or both created the Past Works for Laundry Athletics LLP.
- (B) On 7 March 2010, the Assignee purchased the business of clothing design and retail carried on by Laundry Athletics LLP prior to that date (together with the property, rights and assets of this business) as a going concern with effect from that date.
- (C) The Assignors are the owners of certain Intellectual Property Rights in the Past Works (whether by virtue of Section 11 of the Copyright Design and Patents Act 1988 or otherwise).
- (D) The Assignors and the Assignee acknowledge that the Company or the Designer or both may create certain Future Works for the Assignee and the Assignors will become the owners of certain Intellectual Property Rights in the Future Works (whether by virtue of Section 11 of the Copyright, Design and Patents Act 1988 or otherwise).
- (E) It has always been the intention of the parties that all Intellectual Property Rights subsisting in the Past Works and that may subsist in the Future Works be owned by either Laundry Athletics LLP or the Assignee (as the case may be).
- (F) The Assignors have agreed to assign all Intellectual Property Rights in the Past Works and the Future Works that they own now or in the future to the Assignee in accordance with the terms of this Deed of Assignment.

IT IS AGREED as follows:

1. DEFINITIONS

1.1. Definitions

In this Deed of Assignment the following words and expressions have the following meaning:

"Future Works"	means the footwear designed by the Company or the Designer or both for the Assignee on or after the date of this Deed of Assignment, either alone or in collaboration with the Assignee;
"Intellectual Property Rights"	means all patents, rights in inventions, rights in designs, trade marks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, domain names, database rights, rights in information (including know how and trade secrets) 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;
"Past Works"	means the footwear designs listed or otherwise shown at Schedule 1 together with all other footwear designed by the Company or the Designer or both for the Assignee or Laundry Athletics LLP (or both of them) prior to the date of this Deed of Assignment, either alone or as part of a collaboration with Laundry Athletics LLP or the Assignee.

1.2. Interpretation

In this Deed of Assignment (except where the context requires otherwise):

- (a) Words denoting the singular number only shall include the plural and vice versa;
- (b) clause headings are inserted for ease of reference only and shall not affect construction;
- (c) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Deed of Assignment and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (d) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. ASSIGNMENT

- 2.1. The Assignors hereby acknowledge that all Intellectual Property Rights in the Past Works are owned by the Assignee, and have been owned by the Assignee or its predecessor in title, Laundry Athletics LLP, since the date of their creation.
- 2.2. The Assignors hereby assign to the Assignee, with full title guarantee the following rights throughout the world (in the case of the Past Works to the extent that they are not already owned by the Assignee at the date of this Deed of Assignment and in the case of the Future Works, to the extent that they are not owned by the Assignee on

the date of creation of the Future Work in question or, if later, on the date that the relevant Intellectual Property Right comes into existence):

- 2.2.1. all Intellectual Property Rights subsisting in the Past Works and the Future Works and in all preliminary drafts or earlier versions of the Past Works and the Future Works and in all modifications of the Past Works and the Future Works;
- 2.2.2. all of the benefit of the Past Works and the Future Works including the right to apply for protection or registration of the Past Works and the Future Works in any country, whether as a registered design, registered trade mark or otherwise; and
- 2.2.3. the benefit of all goodwill subsisting in the past, present and future attaching to the Past Works and the Future Works,

(the "Assigned Rights")

3. PROCEEDINGS

- 3.1. The assignment in Clause 2 of this Deed of Assignment shall include the right for the Assignee to bring proceedings against any third party in relation to the Intellectual Property Rights in the Past Works and Future Works arising out acts or omissions of such third party occurring at any time, including but not limited to the right to sue for damages and any other remedies in respect of every act of infringement of the Intellectual Property Rights occurring prior to the date of this Deed of Assignment.
- 3.2. The Assignors hereby jointly and severally agree and undertake 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 Past Works and the Future Works.

4. WARRANTIES

- 4.1. The Assignors warrant that, at the date of this agreement:
 - 4.1.1. the Designer is an employee of the Company under a full time contract of employment or the sole director of the Company or both;
 - 4.1.2. the Past Works are (and the Future Works will be) the Assignors' original work, and have not been copied wholly or substantially from any other source, and that the use by the Assignee of the rights assigned to it will not infringe the rights of any third party;
 - 4.1.3. the Assignors are the sole owner of all Assigned Rights deriving from the Past Works;
 - 4.1.4. the Past Works qualify and the Future Works will qualify for protection under the Copyright, Designs and Patents Act 1988;
 - 4.1.5. the Assignors have not licensed or assigned any rights the Past Works and will not license or assign any rights in the Future Works or in materials

used in the creation of the Past Works and Future Works to any third party in any part of the world; and

- 4.1.6. the Past Works do not, and the Future Works will not, infringe the statutory or common law rights of any third party.

5. FURTHER ASSURANCE

- 5.1. The Assignors hereby jointly and severally shall at the cost and expense of the Assignee do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this deed, whether in connection with any registration of title or other similar right or otherwise.

6. INDEMNITY

- 6.1. The Assignors hereby jointly and severally shall indemnify the Assignee against all and any loss (including loss of profits), damages or costs sustained by the Assignee arising out of any breach by either of the Assignors of any of their warranties under this assignment. At the request of the Assignee and at the Assignors' own expense, the Assignors hereby jointly and severally shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

7. GUARANTEE

- 7.1. The Designer hereby irrevocably and unconditionally guarantees to the Assignee as primary obligor and not merely as surety full prompt and complete performance by the Company of all the obligations on its part herein contained and in case of default in the performance or observance of any of the obligations or provisions herein contained for so long as any obligation or provision remains to be performed or observed the Designer shall make good to the Assignee all losses, damages, costs and expenses thereby arising or incurred by the Assignee. More than one demand may be made by the Assignee pursuant to this clause 7.1.
- 7.2. The foregoing guarantee is a continuing guarantee until all the obligations of the Company hereunder shall have been satisfied in full and shall not be affected in any way by the existence of any other security of any kind whatsoever given by the Company to the Assignee.
- 7.3. Any settlement or discharge by the Assignee of the Designer's obligations under clause 7.1 shall be deemed to be given or made on condition that it shall be of no effect if the assurance, security or payment on the faith of which it was made shall thereafter be avoided by virtue of any statutory provision in relation to bankruptcy, insolvency or liquidation so that at any time after such avoidance the Assignee shall be entitled to exercise its rights under clause 7.1 as if no such settlement or discharge had been made.
- 7.4. The obligations of the Designer under clause 7.1 shall not be discharged, impaired or otherwise affected by any act, omission matter or thing which but for this provision might operate to release or otherwise exonerate the Designer from such obligations or to dismiss such obligations including without limitation and whether or not known to the Assignee:
- 7.4.1 any time or other indulgence given or agreed to be given to or composition with the Company or any other person; or

- 7.4.2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any right remedies or securities against the Company or any other person; or
 - 7.4.3 any legal limitations, disability, incapacity or other circumstances relating to the Company or any other person or any amendment to or variation of the terms of this Assignment or any other document or security; or
 - 7.4.4 any irregularity, unenforceability or invalidity of any obligation of the Company or any other person under this Assignment or any security or document to the intent that the Designer's obligations under clause 7.1 shall remain in full force and be construed accordingly as if there were no such irregularity, unenforceability or invalidity.
- 7.5 The guarantee hereby given by the Designer shall be in addition to and shall not in any way be prejudiced by any collateral or other security now or hereafter held by the Assignee as security.

8. WAIVER OF MORAL RIGHTS

- 8.1. The Designer hereby waives all moral rights which subsist in respect of the subject matter of this Deed of Assignment, arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights as may exist in any territory of the world.

9. COUNTERPARTS

- 9.1. This Deed of Assignment 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.

10. LAW AND JURISDICTION

- 10.1. This Deed of Assignment 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.
- 10.2. Each of the Assignee and the Assignors 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).

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

Executed as a deed by **PRIMESCENE LIMITED**
acting by Mark Stephen Flenley, a
director


.....
Director

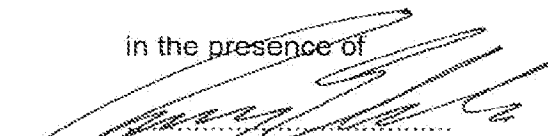
and Clare Louise Flenley, company
secretary


.....
Secretary

Signed as a deed by **MARK STEPHEN FLENLEY**


.....
MARK STEPHEN FLENLEY

in the presence of


.....
[SIGNATURE OF WITNESS]

Name: CRAIG ELSTON

Address: 109 QUERNHAY ROAD

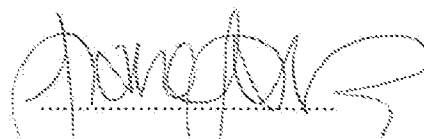
MAPPORLEY

Occupation: Quality Controller

Executed as a deed by **DKH RETAIL LIMITED**
acting by Theo Karpathios, a director


.....
Director

and Diane Savory
[a director/secretary]


.....
[Director/Secretary]

SCHEDULE 1

The Past Works

1. Trawler boot
2. Hobnail boot
3. Men's biker
4. Ladies Biker
5. Outpost men's
6. Outpost ladies
7. Saloon boot
8. Rustler boot
9. Chipper boot
10. Site boot
11. Beat boot
12. Can can
13. Gaslight
14. Armada
15. Rodeo
16. Police boot
17. Lugger boot
18. Brogue shoe
19. Chucka boot
20. New trawler
21. New Panner
22. New Hobnail
23. Bushfire
24. Jetstream
25. Sox
26. Brando
27. Bardot
28. Foundry men's
29. Foundry Ladies
30. Fuji
31. Academy
32. Chuck
33. Concho
34. Herder
35. Lasoo
36. Mojave
37. Riva
38. Suzuka
39. Reef
40. Keel
41. Navy line
42. Vesta
43. Jupiter
44. Juno
45. Gaia
46. Alvarado
47. Riding boot
48. Bancroft
49. Angelou
50. Ramjet
51. Yakima
52. Tyre tread men's
53. Tyre tread Ladies.
54. Sideline
55. Stampede
56. Tombstone
57. Deadwood
58. Inuit men's
59. Inuit ladies
60. Artillery
61. Rigger
62. Dojo
63. Bootsman
64. Rogue men's
65. Rogue ladies
66. Gasket boot
67. Lumphammer
68. Lumphammer ladies
69. Girder boot
70. Officer brogue
71. Officer brogue boot

SCHEDULE 1

The Past Works

- 72. Cowhand
- 73. Jupiter men's
- 74. Bacchus
- 75. Ceres