

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2940020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PETER BENNETT PARKINSON	06/06/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GLIPTONE LEATHERCARE LIMITED
<b>Street Address:</b>	79 OXFORD STREET
<b>Internal Address:</b>	ST. JAMES BUILDING
<b>City:</b>	MANCHESTER, GREATER MANCHESTER
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	M1 6HT
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D589603
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)321-4299
<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>	
<b>Phone:</b>	(312) 321-4200
<b>Email:</b>	officeactions@brinksgilson.com, aavsec@brinksgilson.com, rrios@brinksgilson.com, cdolan@brinksgilson.com, MMehta@brinksgilson.com
<b>Correspondent Name:</b>	ANDREW J. AVSEC
<b>Address Line 1:</b>	P.O. BOX 10395
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60610
<b>ATTORNEY DOCKET NUMBER:</b>	15226/3
<b>NAME OF SUBMITTER:</b>	MANISH K. MEHTA
<b>SIGNATURE:</b>	/Manish K. Mehta/
<b>DATE SIGNED:</b>	07/16/2014
<b>Total Attachments: 8</b>	
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source=Peter Bennett Parkinson & Gliptone Leathercare Limited Assignment Agreement#page8.tif

DATED 06 JUNE 2014

(1) Peter Bennett Parkinson

(2) Gliptone Leathercare Limited

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**TRADE MARK AND DESIGNS ASSIGNMENT AGREEMENT**

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JUNE

THIS AGREEMENT is made the 06 day of 2014

**BETWEEN:**

- (1) Peter Bennett Parkinson of Enterprise House, 250 Halifax Road, Todmorden, West Yorkshire, United Kingdom, OL14 5SQ ("the Assignor") and
- (2) Gliptone Leathercare Limited c/o UHY Hacker Young, St James Building, 79 Oxford Street, Manchester, Greater Manchester M1 6HT ("the Assignee")

**WHEREAS:**

- (1) The Assignor owns the registered trade marks and registered designs detailed in Schedule 1
- (2) The Assignee wishes to acquire the Intellectual Property by way of an assignment.
- (3) The Assignor wishes to assign the Intellectual Property to the Assignee subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Effective Date"** means the date of this Agreement;

**"Fee"** means the sum payable in consideration of the assignment of the Intellectual Property as set out in Clause 3; and

**"Intellectual Property"** means the registered trade marks and registered designs detailed in Schedule 1

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to this Agreement;

1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and

- 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.

**2. Assignment**

Subject to the timely payment and receipt of the Fee in accordance with Clause 3, the Assignor hereby assigns to the Assignee with full title guarantee all rights, title and interest in and to the Intellectual Property including, but not limited to:

- 2.1 the right to bring any proceedings and obtain any remedy in respect of any infringement of the Intellectual Property which has occurred prior to the date of this Agreement;
- 2.2 the right to claim priority from the Intellectual Property;
- 2.3 the right to any extensions, renewals or amendments of the Intellectual Property;
- 2.4 the goodwill attaching to the Intellectual Property; and
- 2.5 all other intellectual property rights subsisting in the Intellectual Property including, but not limited to, copyright and design rights.

**3. Fee and Payment**

- 3.1 The Assignee shall pay to the Assignor the Fee of £1, receipt of which is acknowledged by the Assignor in consideration for the assignment of the Intellectual Property under this Agreement.
- 3.2 The Fee shall be inclusive of any value added tax or other tax payable on the assignment of the Intellectual Property under this Agreement.

**4. Proceedings**

- 4.1 The Assignor shall, on request, provide the Assignee with reasonable assistance in relation to any legal action which may be brought by the Assignee in accordance with its rights under sub-Clause 2.1 or be brought against the Assignee in respect of the Intellectual Property.
- 4.2 The Assignee shall reimburse the Assignor for any reasonable costs or expenses (including legal costs) incurred by the Assignor in providing assistance under this Clause 4.
- 4.3 The rights under sub-Clause 2.1 and the provisions of this Clause 4 shall apply notwithstanding any warranty given by the Assignor under Clause 6.
- 4.4 The Assignee shall himself pay for the recordal of the assignment of the Intellectual Property to the Assignor at each of the Intellectual Property Offices where the Intellectual Property is registered and shall give all assistance to the Assignor where required to effect the same.

**5. Further Assistance**

- 5.1 Subject to receipt of the Fee, the Assignor shall provide all reasonable assistance that may be reasonably required by the Assignee in order to:
- 5.1.1 perfect or confirm the assignment of the Intellectual Property including, but not limited to, performing all acts and executing all documents

required to vest the Intellectual Property and all relevant associated rights in the Assignee;

5.1.2 give the Assignee the full benefit of this Agreement;

5.1.3 assist the Assignee or its licensees to take legal action against third parties in respect of any infringement of the Intellectual Property;

5.1.4 assist the Assignee or its licensees to defend any legal proceedings brought by third parties in relation to the use of the Intellectual Property by the Assignee or its licensees.

5.2 The Assignee shall reimburse the Assignor for any reasonable costs or expenses (including legal costs) incurred by the Assignor in complying with the requests of the Assignee under sub-Clause 5.1.

5.3 Within one month of the Effective Date, the Assignor shall deliver up to the Assignee originals (or copies if originals are not available) of any and all correspondence, documents, evidence and legal advice which relates to:

5.3.1 the creation of the Intellectual Property;

5.3.2 any and all previous transfers of ownership of the Intellectual Property;  
or

5.3.3 any ongoing matters relating to the Intellectual Property where the same are within the power, possession, custody or control of the Assignor.

## **6. Assignor's Warranties**

6.1 The Assignor hereby warrants and represents that:

6.1.1 the Intellectual Property is owned solely, exclusively and absolutely by the Assignor and that the Assignor is free to assign them absolutely to the Assignee;

6.1.2 the Intellectual Property exists and, but for the assignment to the Assignee under this Agreement, would be fully enforceable by the Assignor against any third party;

6.1.3 no third party has any right, title or interest in the Intellectual Property nor has claimed the same at any time prior to the Effective Date;

6.1.4 to the best of its current knowledge and belief, the Intellectual Property are not being infringed (nor threatened to be so) by any third party as at the Effective Date;

6.2 The Assignor gives neither warranties nor makes any representations beyond those detailed in sub-Clause 6.1 with respect to the Intellectual Property and any other matters arising out of this Agreement.

## **7. Assignee's Warranties**

The Assignee hereby warrants and represents that:

7.1 it has the right to enter into this Agreement;

7.2 it shall pay the Fee in accordance with Clause 3; and

7.3 it shall not exceed the rights granted by this Agreement.

**8. Indemnity**

- 8.1 The Assignor shall indemnify and hold harmless the Assignee against any claim, loss, damage, proceedings, settlement, costs or expenses howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Assignor of any of its obligations, undertakings or warranties as set out in this Agreement.
- 8.2 The Indemnity in sub-Clause 8.1 shall apply provided that in all cases the Assignee shall:
  - 8.2.1 notify the Assignor as soon as is reasonably possible of any claim, loss or damage;
  - 8.2.2 consult with the Assignor as to the action to be taken in dealing with any such matters; and
  - 8.2.3 make no agreement with any third party for the payment of any sum without the prior agreement of the Assignor, such agreement not to be unreasonably withheld.
- 8.3 The Assignee shall indemnify and hold harmless the Assignor against any claim, loss, damage, proceedings, settlement, costs or expenses howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Assignee of any of its obligations, undertakings or warranties as set out in this Agreement.
- 8.4 The Indemnity in sub-Clause 8.3 shall apply provided that in all cases the Assignor shall:
  - 8.4.1 notify the Assignee as soon as is reasonably possible of any claim, loss or damage;
  - 8.4.2 consult with the Assignee as to the action to be taken in dealing with any such matters; and
  - 8.4.3 make no agreement with any third party for the payment of any sum without the prior agreement of the Assignee, such agreement not to be unreasonably withheld.

**9. Assignment of Agreement**

The Assignee shall have the right to assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the Assignor.

**10. Notices**

- 10.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party giving the notice or by a duly authorised officer thereof, as appropriate.
- 10.2 Notices shall be deemed to have been duly given:
  - 10.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
  - 10.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
  - 10.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

10.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

10.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

**11. Force Majeure**

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

**12. No Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

**13. Severance**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

**14. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

**15. Law and Jurisdiction**

15.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

This Agreement has been executed as a deed and delivered on the date stated at the beginning of it.



Executed (but not delivered until the date  
hereof) as a deed by **Peter Bennett  
Parkinson** in the presence of:

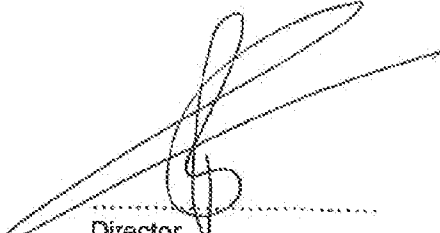
  
Peter Bennett Parkinson

  
Signature of witness

Name **ROBERT DENNIS**

Address **Mills & Reeve LLP**  
9th Floor  
1 New York Street  
Manchester M1 4HD

Executed (but not delivered until the date  
hereof) as a deed by **Gilptone  
Leathercare Limited** acting  
by a director in the presence of:

  
Director

  
Signature of witness

Name **CS ROSS**

Address **Mills & Reeve LLP**  
9th Floor  
1 New York Street  
Manchester M1 4HD

## SCHEDULE 1

### THE INTELLECTUAL PROPERTY

#### Registered Trade Marks

UK TM Registration No. 2104548 -- LIQUID LEATHER in class 3

UK TM Registration No. 2105104 -- Leather preserve logo in class 3



UK TM Registration No. 2238323 -- SCUFF MASTER (series of two marks) in classes 2 & 3



SCUFF MASTER

UK TM Registration No. 2486724 -- SCUFFCOAT in classes 2 & 3

UK TM Registration No. 2498889 -- COLOURWASH in class 3

European Community LIQUID LEATHER 005046743 03

European Community Leather Preserve Logo 011574688 03



United States of America Leather Preserve Logo 4431717 03



#### Registered Designs

European Community An Air Freshener 000794268-0001

United States of America air freshener (design) D589,603 S