

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4724381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GAETANO GIUSEPPE CROCILLA	12/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VICTORIA LYNCH
<b>Street Address:</b>	4 ROMSEY ROAD
<b>City:</b>	ROSEWORTH STOCKTON-ON-TEES
<b>State/Country:</b>	ENGLAND
<b>Postal Code:</b>	TS19 9DQ
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15696922
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(614)464-2634
<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>Email:</b>	dlewis@keglerbrown.com
<b>Correspondent Name:</b>	LORRAINE HERNANDEZ
<b>Address Line 1:</b>	65 EAST STATE STREET
<b>Address Line 2:</b>	SUITE 1800
<b>Address Line 4:</b>	COLUMBUS, OHIO 43215
<b>ATTORNEY DOCKET NUMBER:</b>	110948.000005
<b>NAME OF SUBMITTER:</b>	LORRAINE HERNANDEZ
<b>SIGNATURE:</b>	/Lorraine Hernandez/
<b>DATE SIGNED:</b>	12/08/2017
<b>Total Attachments: 20</b>	
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DATED

20th December

2016

G G Crocilla

- and -

V Lynch

- and -

V Lynch & G G Crocilla

## **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

to V Lynch & G G Crocilla

# ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS DEED is made the

*20a January*

2016

**BETWEEN**

<b>GC</b>	Gaetano Giuseppe Crocilla of 28 Mills Street, Cheltenham, Victoria 3192, Australia;
<b>VL</b>	Victoria Lynch of 4 Romsey Road, Roseworth, Stockton-on-Tees, TS19 9DQ, England; and
<b>Assignees</b>	Gaetano Giuseppe Crocilla of 28 Mills Street, Cheltenham, Victoria 3192, Australia and Victoria Lynch of 4 Romsey Road, Roseworth, Stockton-on-Tees, TS19 9DQ, England.

## 1. Background

- 1.1 GC owns the Assigned Rights.
- 1.2 VL has agreed to purchase a share of the Assigned Rights for the Price.
- 1.3 GC has agreed to transfer the Assigned Rights to the joint names of the Assignees in the shares set out in this deed.

## 2. Definitions and Interpretation

- 2.1 In this deed unless the context otherwise requires the following capitalised terms shall have the following meanings:

Assigned Rights	the Intellectual Property Rights, the Know-how and the Improvements;
Business Day	a day other than a Saturday Sunday or statutory holiday in England;
Completion	completion of the assignment of the Assigned Rights to the Assignees;
Everbloom	Qingdao Everbloom Art & Craft Co. Ltd;
Improvements	any improvement, enhancement or modification to Intellectual Property Rights which GC invents or develops after the Transfer Date;
Intellectual Property Rights	the Patents and the Registered Designs, in each case including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all

	similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Know-how	all know-how and information known to GC at the Transfer Date or coming to his knowledge after the Transfer Date relating to the Intellectual Property Rights or otherwise relating to the manufacture, marketing or sale of the Products;
Licence	the licence to Everbloom short particulars of which are set out in schedule 3;
Patents	the patents and the applications for patents short particulars of which are set out in schedule 1;
Price	£300,000;
Products	hair extension tips with a substantially flat configuration and hair extensions utilising such tips;
Registered Designs	the registered designs and the applications for registered designs short particulars of which are set out in schedule 2;
Transfer Date	20 <sup>th</sup> December 2016
Warranties	the warranties and representations set out in clause 7.1;

- 2.2 GC and VL are each a 'Party' and together the 'Parties'.
- 2.3 In this deed references to 'writing' or 'written' include references to any communication effected by post or email.
- 2.4 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.
- 2.5 Reference to a Party (where the context admits) includes a reference to his personal representatives, estate, receiver or trustee in bankruptcy.
- 2.6 This deed shall be interpreted without reference to the headings, which have been inserted for ease of reference only and do not define or affect in any way the meaning and interpretation of this deed.
- 2.7 All references to any statute or statutory provision shall include a reference to any statute or statutory provision which before or after the date of this deed amends extends consolidates or replaces the same.
- 2.8 The provisions of this deed shall, so far as they are capable of being performed and observed, remain in full force and effect after and notwithstanding completion of the terms of this deed.
- 2.9 References in this deed to 'including' shall be construed to be 'without limitation'.

### **3. Assignment and Transfer**

- 3.1 In consideration of VL agreeing to pay the Price to GC, the sufficiency of which GC hereby acknowledges, GC hereby assigns to the Assignees absolutely:
- 3.1.1 with effect from the Transfer Date, all the Assigned Rights (in the ownership proportions set out in clause 6.1, wherever in the world enforceable, free from any claim, charge, lien, encumbrance, equity or third party right; and
- 3.1.2 all his rights, to sue for and obtain full and effective relief in respect of every act of infringement of any of his rights in the Assigned Rights.
- 3.2 The Parties agree that GC shall retain the obligations, and be entitled to the benefits, of the Licence.
- 3.3 With effect from the Transfer Date, GC discharges and forever releases the Assignees from any obligation to pay any amounts in relation to the development of any of the Assigned Rights owing to GC as at the Transfer Date.
- 3.4 To avoid doubt, GC agrees and acknowledges that he has no legal or beneficial ownership or any other rights or interests (of any kind) in relation to the Products apart from the Assigned Rights and his rights under the Licence.

### **4. GC's Post Completion Obligations**

- 4.1 GC will make the Know-how available to VL or her nominee or assignee promptly and without charge as soon as reasonably practicable after Completion.
- 4.2 GC will promptly notify VL of all Improvements after the Transfer Date and provide such information as VL shall reasonably require about the Improvement.
- 4.3 GC will give notice and take all requisite steps to:
- 4.3.1 terminate the Licence on 31st August 2017; and
- 4.3.2 ensure that Everbloom complies with the terms of the Licence prior to its termination.
- 4.4 GC will provide the Assignees with reasonable assistance to secure the grant of the Patents and Registered Designs the applications for which are listed in schedule 1 and schedule 2. In the event that the Assignees transfer the Assigned Rights to a third party such assistance will be provided to that third party.
- 4.5 GC will pay all fees payable to the appropriate registration bodies in respect of the applications listed in schedule 1 to secure the grant of those Patents and will pay the costs of maintenance of those Patents after they have been granted but only until such time as the Patents have been assigned to Ultra Tips International Limited.

### **5. Consideration**

- 5.1 VL will pay the Price to GC as follows:
- 5.1.1 as to £50,000 on the date of this deed;

- 5.1.2 as to £50,000 on the date that is 6 months after the date of this deed;
  - 5.1.3 as to £50,000 on the date that is 12 months after the date of this deed;
  - 5.1.4 as to £50,000 on the date that is 18 months after the date of this deed;
  - 5.1.5 as to £50,000 on the date that is 24 months after the date of this deed; and
  - 5.1.6 as to £50,000 on the date that is 30 months after the date of this deed
- 5.2 All payments to be made to GC under this deed shall be made in sterling by electronic transfer of immediately available funds to GC's account notified by him to VL in writing.
- 5.3 If any of the above payments is not made within five Business Days of the due date then VL will pay interest at the rate of 4% over the base rate in the United Kingdom from time to time of HSBC plc on any unpaid amount for the period from the due date to the date of actual payment.
- 5.4 If any of the above payments are not made within six months of the due date and no sums are due to VL or to the Assignees from GC under the terms of this deed then:
- 5.4.1 VL will, within 14 days of a request from GC, transfer all of her shares in Ultra Tips International Limited to GC;
  - 5.4.2 GC will be entitled to retain any previous payments made to him under this clause 5; and
  - 5.4.3 GC unconditionally and irrevocably waives his right to receive all payments under this clause 5 which are outstanding as at the date of transfer of shares under clause 5.4.1.

## **6. Joint Ownership**

- 6.1 The Assignees declare that they will hold the Assigned Rights on trust for themselves as tenants in common in the following proportions:
- 6.1.1 55% for GC; and
  - 6.1.2 45% for VL.

## **7. Warranties**

- 7.1 GC warrants and represents to VL that save as disclosed in clause 8 as at the date of this deed and at the Transfer Date:
- 7.1.1 he is the sole legal and beneficial owner of, and owns all the rights and interests in, all of the Assigned Rights;
  - 7.1.2 for each of the applications and registrations listed in schedule 1 and schedule 2 he is properly registered as the applicant or registered proprietor;
  - 7.1.3 except for the Licence:

- (a) he has not licensed or assigned any of the Assigned Rights (in whatever form and whether express or implied) or otherwise permitted a third party to use any of the Assigned Rights, and
    - (b) all of the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
  - 7.1.4 he is unaware of any infringement or likely infringement of any of the Assigned Rights;
  - 7.1.5 as far as he is aware all the Assigned Rights are valid, subsisting and enforceable and nothing has been done or not been done as a result of which any of them has ceased or might cease to be valid, subsisting or enforceable;
  - 7.1.6 all application, registration and renewal fees and other steps required for the maintenance or protection of all the Assigned Rights have been paid on time or taken;
  - 7.1.7 as far as he is aware there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
  - 7.1.8 as far as he is aware there is nothing that might prevent any application listed in schedule 1 or schedule 2 proceeding to grant;
  - 7.1.9 as far as he is aware exploitation of the Assigned Rights will not infringe the rights of any third party;
  - 7.1.10 as far as he is aware the Assigned Rights do not infringe any intellectual property rights (whether registered or not) anywhere in the world vested in any other party or in which any other party has any interest (whether under licence or otherwise);
  - 7.1.11 the Licence will terminate on 31<sup>st</sup> August 2017 after which date Everbloom will have no claim to use or otherwise benefit from the Assigned Rights;
  - 7.1.12 the Licence does not prevent or allow Everbloom to interfere with the transfer of the Assigned Rights in accordance with this deed or the use of the Assigned Rights to manufacture, market or sell the Products;
  - 7.1.13 the execution and performance of this deed will not result in the termination of, or materially affect any of the Assigned Rights;
  - 7.1.14 apart from the Assigned Rights GC does not have any interest in any intellectual property rights in relation to the Products including (without limitation) rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names, domain names, rights get-up, the right to sue for passing off or unfair competition or confidential information (including know-how and trade secrets).
- 7.2 Each of the Warranties is without prejudice to any other warranty or representation and the Warranties shall not in any respect be extinguished or affected by Completion.
- 7.3 The rights and remedies of VL in respect of any breach of the Warranties shall not be affected by Completion, by any investigation made by or on behalf of VL into the Assigned Rights or by any failure to exercise or delay in exercising any right or remedy.



**8. Disclosure**

- 8.1 GC is aware of a possible infringement of the Assigned Rights by AliBaba and will continue with the steps taken to prevent any further infringements by AliBaba set out in the attached document.

**9. Indemnity**

- 9.1 GC shall forthwith indemnify VL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by VL arising out of or in connection with any claim, action or proceeding brought against VL by Everbloom in relation to the Assigned Rights.
- 9.2 This indemnity shall apply whether or not the Assignees or either of them has been negligent or at fault.
- 9.3 If a payment due from GC under this clause is subject to tax (whether by way of direct assessment or withholding at its source), VL shall be entitled to receive from GC such amounts as shall ensure that the net receipt, after tax, to VL in respect of the payment is the same as it would have been were the payment not subject to tax.

**10. Further Assurance**

- 10.1 At his own expense, if so requested by VL, GC at all times after the date of this deed shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts and make such payments as may be required for the purpose of giving full effect to this deed, including:
- 10.1.1 registration of the Assignees as applicant or proprietor (as applicable) of the Assigned Rights;
- 10.1.2 vesting in the Assignees of the Assigned Rights free from any claim, charge, lien, encumbrance, equity or third party right; and
- 10.1.3 assisting the Assignees in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignees against or by any third party relating to the Assigned Rights.

**11. Disputes**

- 11.1 A Party must not start court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this deed (**Dispute**) unless it has complied with this clause 11.
- 11.2 A Party claiming that a Dispute has arisen under this deed must give the other Party notice setting out details of the Dispute.

11.3 Each Party must use its best efforts to resolve the Dispute within 10 Business Day after the notice is given (or any longer period agreed by the Parties).

**12. Assignment**

12.1 The Assignees may manage and dispose of the Assigned Rights and the benefit of this deed as they see fit including (without limitation) transferring the Assigned Rights to a company controlled by the Assignees.

12.2 If the Assignees assign or transfer the Assigned Rights and the benefit of this deed at any time after Completion then the assignee or transferee shall be entitled to enforce this deed as if they were the Assignees including enforcing each of the Warranties against GC.

**13. Waiver**

13.1 No failure or delay by a Party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**14. Entire Agreement**

14.1 This deed constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**15. Variation**

15.1 No variation of this deed shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

**16. Severance**

16.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.

**17. Third Party Rights**

17.1 No one other than a Party, their successors and permitted assignees, shall have any right to enforce any of the terms of this deed.

**18. Governing Law**

18.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

**19. Jurisdiction**

19.1 Each Party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

**20. Notices**

20.1 Any notice or other communication given to a Party under or in connection with this deed shall be in writing and shall be delivered by one of the methods specified in clause 20.2 to an address specified in clause 20.3.

20.2 The acceptable methods of delivery are:

20.2.1 by hand;

20.2.2 by pre-paid airmail post; or

20.2.3 by email.

20.3 The addresses for delivery are:

20.3.1 if delivered by hand or sent by pre-paid airmail post the postal address shown in this deed or such other address as the receiving Party notifies to the sender; or

20.3.2 if delivered by email the most recent email address notified to the receiving Party by the sender.

20.4 Any notice or communication shall be deemed to have been received (provided that all other requirements in this clause 20 have been satisfied):

20.4.1 if delivered by hand at the time the notice is left at the proper address;

20.4.2 if sent by pre-paid airmail post, at 9.00 am on the fifth Business Day after posting;

20.4.3 if sent by email, at 9.00 am on the next Business Day after transmission.

20.5 This clause 20 does not apply to the service of any proceedings or other documents in any legal action.

**21. Counterparts**

21.1 This deed 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.

- 21.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed.
- 21.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

**IN WITNESS** whereof the Parties have executed this deed on the date written at the beginning of this document.

# Schedule 1

## Patents

### Patents

<b>Country</b>	People's Republic of China
<b>Patent Number</b>	ZL201420434164.0
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Commencement Date</b>	4.8.2014
<b>Expiry Date</b>	4.8.2024

### Patent Applications

<b>Country</b>	United States of America
<b>Application Number</b>	15/308,112
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Filing Date</b>	1.11.2016

<b>Country</b>	Patent Co-operation Treaty
<b>Application Number</b>	WO2015/164915 A1
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Filing Date</b>	5.11.2015

<b>Country</b>	Australia
<b>Application Number</b>	2015252755
<b>Applicant</b>	Gaetano Giuseppe Crocilla
<b>Filing Date</b>	21.11.2016

<b>Country</b>	India
<b>Application Number</b>	201627040890
<b>Applicant</b>	Gaetano Giuseppe Crocilla
<b>Filing Date</b>	30.11.2016

<b>Country</b>	Europe
<b>Application Number</b>	15785258.3
<b>Applicant</b>	Gaetano Giuseppe Crocilla
<b>Filing Date</b>	1.12.2016

## Schedule 2

### Designs

*Registered designs*

<b>Country</b>	European Community
<b>Design Number</b>	002604553-0001
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Commencement Date</b>	23.12.2014
<b>Expiry Date</b>	23.12.2039

<b>Country</b>	European Community
<b>Design Number</b>	002604553-0002
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Commencement Date</b>	23.12.2014
<b>Expiry Date</b>	23.12.2039

<b>Country</b>	European Community
<b>Design Number</b>	002604553-0003
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Commencement Date</b>	23.12.2014
<b>Expiry Date</b>	23.12.2039

<b>Country</b>	European Community
<b>Design Number</b>	002604553-0004
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Commencement Date</b>	23.12.2014
<b>Expiry Date</b>	23.12.2039

<b>Country</b>	European Community
<b>Design Number</b>	002604553-0005
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Commencement Date</b>	23.12.2014
<b>Expiry Date</b>	23.12.2039

<b>Country</b>	European Community
<b>Design Number</b>	002604553-0006
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Commencement Date</b>	23.12.2014
<b>Expiry Date</b>	23.12.2039

<b>Country</b>	European Community
<b>Design Number</b>	002604553-0007
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Commencement Date</b>	23.12.2014
<b>Expiry Date</b>	23.12.2039

*Accepted designs*

<b>Country</b>	United States
<b>Application number</b>	29/531,079
<b>Owner</b>	Gaetano Giuseppe Crocilla
<b>Filing Date</b>	23.6.2015
<b>Expiry Date</b>	15 years from date of issue

## Schedule 3

### Licences

<b>Date</b>	Not dated
<b>Licensor</b>	Gaetano Crocilla
<b>Licensee</b>	Qingdao Everbloom Art & Craft Co. Ltd.
<b>Title</b>	Patent and Know-how Technology Licensing Agreement
<b>Commencement Date</b>	1.9.2014
<b>Expiry Date</b>	1.9.2017



# SIGNATURE PAGE

SIGNED as a deed by the said )  
**Gaetano Giuseppe Crocilla** )  
in the presence of: ).....

**Witness signature**.....


*Witness name (please print)*.....

*Witness address*.....

.....

.....

*Witness occupation*.....

SIGNED as a deed by the said )   
**Victoria Lynch** )  
in the presence of: ).....

**Witness signature**..... 

*Witness name (please print)*..... **M R JONES**

*Witness address*..... **5. Gerald Craig Court**

..... **Karadonagh**

..... **North Yorkhouse**

*Witness occupation*..... **Solitor**

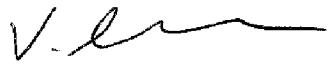
SIGNED as a deed by the said )  
Gaetano Giuseppe Crocilla )  
in the presence of: ).....

Witness signature.....

Witness name (please print).....

Witness address.....

Witness occupation.....

SIGNED as a deed by the said )   
Victoria Lynch )  
in the presence of: ).....

Witness signature..... 

Witness name (please print)..... M. R. JONES

Witness address..... 5 Gerald Craig Court

..... Kearsburg

..... North York

..... Schuler

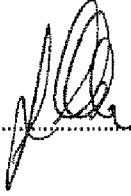
Witness occupation.....

**SIGNATURE PAGE**

SIGNED as a deed by the said )

Gaetano Giuseppe Crocilla )

in the presence of: )



Witness signature.....



Witness name (please print)..... JAMES HUTTON

Witness address..... 101 23, 525 COLLIN ST MELBORNE -

Witness occupation..... LAWYER

SIGNED as a deed by the said )

Victoria Lynch )

in the presence of: )

Witness signature.....

Witness name (please print).....

Witness address.....

Witness occupation.....

SIGNED as a deed by the said )

Gaetano Giuseppe Crocilla )

in the presence of: )



Witness signature.....



Witness name (please print)..... JAMES HUTTON

Witness address..... 6/4 23, 575 COLLINS ST MELBOURNE

Witness occupation..... LAWYER

SIGNED as a deed by the said )

Victoria Lynch )

in the presence of: )

Witness signature.....

Witness name (please print).....

Witness address.....

Witness occupation.....

## ALIBABA AND OTHER INFRINGEMENTS (ANNEXURE TO IP ASSIGNMENTS)

a. The name and address of the Chinese factory; IN RESPECT OF THE ACTIONS BEING TAKEN AT C. BELOW, THE FOLLOWING ARE THREE INFRINGING SITES:

1). [https://www.alibaba.com/product-detail/Forever-Wholesale-Factory-Price-T-TIP\\_60472166236.html?spm=0.0.0.0.QMkzSP](https://www.alibaba.com/product-detail/Forever-Wholesale-Factory-Price-T-TIP_60472166236.html?spm=0.0.0.0.QMkzSP)

2). [https://www.alibaba.com/product-detail/Tangle-Free-Shedding-Free-Vrigin-Brazlian\\_60465557654.html?spm=0.0.0.0.QMkzSP](https://www.alibaba.com/product-detail/Tangle-Free-Shedding-Free-Vrigin-Brazlian_60465557654.html?spm=0.0.0.0.QMkzSP)

3). [https://www.alibaba.com/product-detail/2015-Top-Selling-Products-Good-Quality\\_60415656796.html?spm=0.0.0.0.QMkzSP](https://www.alibaba.com/product-detail/2015-Top-Selling-Products-Good-Quality_60415656796.html?spm=0.0.0.0.QMkzSP)

b. Details of the potential infringement; THE INFRINGERS APPEAR TO HAVE COPIED THE SHAPE OF THE ULTRA TIP (IE THE SHAPE OF THE PRODUCT)

Details of the steps being taken by Mr Crocilla. OUR CLIENT HAS NOTIFIED ALI BABA AND IS WORKING WITH ALIBABA TO HAVE THE INFRINGING PRODUCTS REMOVED FROM ALIBABA SITES. TO DATE OUR CLIENT HAS NOT OTHERWISE TAKEN ANY LEGAL ACTION. IF YOUR CLIENT REQUIRES MORE INFORMATION, SHE IS WELCOME TO CONTACT OUR CLIENT DIRECTLY. Out OF THE THREE SITES IDENTIFIED ABOVE, WITH THE SITE MARKED AS 1). OUR CLIENT HAS JUST HAD A POSITIVE CONFIRMATION FROM ALIBABA, MEANING THAT ITS APPLICATION WAS SUCCESSFUL AND THE COMPANY IN QUESTION WAS NOTIFIED AND ASKED TO REMOVE ANY FORM OF ADVERTISING IN RELATION TO THE INFRINGING PRODUCT. DUE TO THE COMPLEXITY OF THE LODGING OF THE DOCUMENTS WITH ALIBABA, OUR CLIENT HAS INITIALLY TRIED WITH ONE COMPANY ONLY. HAVING RECEIVED THIS FIRST RESPONSE OUR CLIENT INTENDS TO DO THE SAME WITH THE OTHER TWO COMPANIES ON THE LIST.

ADDENUM. AS EMAILED TO V LYNCH'S SOLICITOR ON 12 DECEMBER 2016.

This is the current situation with the infringing companies:

We have since entered a relationship with Alibaba to stop any companies we find infringing on our product.

Any companies that where advertising on Alibaba, offering products infringing with our product have been successfully stopped. However we are constantly monitoring on a regular base (min 2 x times in a month), so that we can address any new infringements immediately.

Currently there are 2 x companies we are in the process of taking action against, one was brought to my attention by Richard Ashley from Additional Lengths. The company name is ShowJarlly Hair Factory.

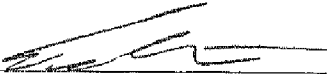
I have asked Richard to gather information so we can confirm that this is an infringement before we take any direct action, once that has been confirmed then I will contact t Alibaba

and ask them to remove the seller from the website as well as a written warning along with giving them my details so they can approach us for maybe a business relationship .


The second one is Guang Zhou Alice Hair Products CO., LTD , they are producing a similar product. The same method of removing them from the website will be applied. My expected time frame to resolve this about 30 days but take into account we are in the middle of Christmas and new year so maybe a bit longer.

Dated 16 December 2016


Signed sealed and delivered by Gaetano  
Crocilla in the presence of



Signature of witness



Signature of Gaetano Crocilla



Name of witness (print)

ME\_135100191\_1