

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7166986

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIMOTHY EVEREST (HOLDINGS) LIMITED	12/31/2021
RECEIVING PARTY DATA	
Name:	TIMOTHY EVEREST BRANDS LIMITED
Street Address:	30 ORANGE STREET
Internal Address:	CALDER & CO
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	WC2H 7HF
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D806988
Patent Number:	D785293
Patent Number:	D806989
CORRESPONDENCE DATA	
Fax Number:	(312)424-1900
<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:	3128708075
Email:	ip@akerman.com
Correspondent Name:	AKERMAN LLP
Address Line 1:	777 S. FLAGLER DR
Address Line 2:	SUITE 1100 WEST TOWER
Address Line 4:	WEST PALM BEACH, FLORIDA 33401
NAME OF SUBMITTER:	KOURTNEY A. MULCAHY
SIGNATURE:	/Kourtney A. Mulcahy/
DATE SIGNED:	02/09/2022
Total Attachments: 7	
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DATED 31 DECEMBER 2021

- (1) TIMOTHY EVEREST (HOLDINGS) LIMITED

- (2) TIMOTHY EVEREST BRANDS LIMITED

ASSIGNMENT OF IP RIGHTS

ashfords

BETWEEN

- (1) TIMOTHY EVEREST (HOLDINGS) LIMITED a company incorporated in England and Wales whose registered number is 09228244 and whose registered office is at Calder & Co, 30 Orange Street, London, United Kingdom, WC2H 7HF (with previous business addresses including: Unit 3, 16 Hoxton Square, N1 6HT, London and Unit 5/6, 16 Hoxton Square, N1 6HT, London and 16 Charles II Street, London, SW1Y 4NW, United Kingdom) (the Assignor); and
- (2) TIMOTHY EVEREST BRANDS LIMITED a company incorporated in England and Wales whose registered number is 13788410 and whose registered office is at Calder & Co, 30 Orange Street, London, United Kingdom, WC2H 7HF (the Assignee)

BACKGROUND

The Assignor has agreed to assign, and Assignee has agreed to take an assignment of, the Assigned IPR on the terms and conditions of this Agreement.

AGREED TERMS

Definitions and interpretation

1.1. Definitions

Assigned IPR means all IPR owned by Assignor, including those specified in schedule 1;

Assignment Fee means the amount specified in a letter signed by both parties to this Agreement and dated on or about the date of this Agreement;

IPR means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, utility models, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case:

- (a) whether registered or not,
- (b) including any applications to protect or register such rights and the right to apply for the same,
- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future, and
- (e) wherever existing;

including but not limited to those rights specified in Schedule 1;

1.2. Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1. the singular includes the plural and vice versa;
- 1.2.2. references to clauses or Schedules (if any) are to clauses within or Schedules to this Agreement;
- 1.2.3. references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);
- 1.2.4. 'including' (or similar words) means including without limitation;
- 1.2.5. references to this Agreement or any specified clause in this Agreement are to this Agreement or the specified clause as in force for the time being and as amended, varied, novated or supplemented from time to time in accordance with this Agreement;
- 1.2.6. clause headings do not affect their interpretation;
- 1.2.7. references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof; and
- 1.2.8. writing includes manuscript, facsimiles, emails, and other legible, permanent forms.

2. Commencement

This Agreement shall be made and take effect from the date stated at the beginning of it.

3. Assignment

- 3.1. In consideration of the Assignment Fee paid by the Assignee to the Assignor (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns and transfers to the Assignee all world-wide right, title and interest in and to the Assigned IPR, together with the goodwill of the business symbolized by the marks, the right to sue for past infringements and to retain any damages obtained as a result of such action.
- 3.2. The Assignor shall at its own expense do and execute, or ensure the doing or execution of, all matters, acts, documents, deeds and things the Assignee may at any time require to vest the Assigned IPR in the Assignee properly or otherwise to perfect the Assignee's title to them.

4. Other costs

- 4.1. Except for the payments specifically agreed in this Agreement, each party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.
- 4.2. The Assignor shall pay all official registration/assignment/recordal fees payable in respect of the recordal of the transfer of the Assigned IPR to the Assignee on any official registers.

5. Moral rights

The Assignor waives any moral rights granted by sections 77 to 89 of the Copyright, Designs and Patents Act 1988 that may subsist in any part of the Assigned IPR, and will procure the waiver of any such rights by their employees or subcontractors.

6. Entire agreement

This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not

relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

7. General

- 7.1. This Agreement shall be binding upon, and enure to the benefit of, each of the parties, their respective personal representatives and their respective successors in title.
- 7.2. No amendment or variation of this Agreement will be valid unless agreed in writing by an authorised signatory of each party.
- 7.3. Unless otherwise expressly agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 7.4. Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Agreement.

8. Governing law

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

9. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Assigned IPR

1. Designs

Country/Territory	Design	App./reg. no.
European Union	TIMOTHY EVEREST PARKA DESIGN (EXTERIOR)	002702688-0002
European Union	TIMOTHY EVEREST PARKA DESIGN (INTERIOR)	002702688-0001
United Kingdom	TIMOTHY EVEREST PARKA DESIGN (EXTERIOR)	90027026880002
United Kingdom	TIMOTHY EVEREST PARKA DESIGN (INTERIOR)	90027026880001
United States	TIMOTHY EVEREST PARKA DESIGN (INTERIOR)	806988
United States	TIMOTHY EVEREST PARKA DESIGN (EXTERIOR)	US D785293 S
United States	TIMOTHY EVEREST PARKA DESIGN (INTERIOR)	806989

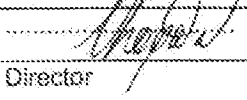
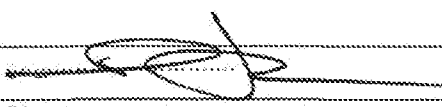
2. Trade Marks

Country/Territory	Mark	App./reg. no.	Class(es)
Australia	TIMOTHY EVEREST (word)	1540531	25
Canada	TIMOTHY EVEREST (word)	924204	Goods (1)
China	TIMOTHY EVEREST (word)	IR886390	25, 40, 42
China	TIMOTHY EVEREST TAILORED CASUAL (word)	18600653	14
China	TIMOTHY EVEREST TAILORED CASUAL (word)	18600652	25
China	TIMOTHY EVEREST TAILORED CASUAL (word)	18600651	25
China	TIMOTHY EVEREST TAILORED SPORTSWEAR (word)	18600856	18
China	TIMOTHY EVEREST (word)	18600855	18
China	TIMOTHY EVEREST (word)	18600854	25
China	TIMOTHY EVEREST (word)	18600850	14
European Union	TIMOTHY EVEREST (word)	457465	14, 18, 25
European Union	TIMOTHY EVEREST (word)	11186509	14, 18, 25
European Union	TIMOTHY EVEREST LONDON (word)	14301162	14, 18, 25

European Union	TIMOTHY EVEREST TAILORED CASUAL (word)	14301154	14, 18, 25
European Union	TIMOTHY EVEREST TAILORED SPORTSWEAR (word)	14415831	25, 40, 42
European Union	TIMOTHY EVEREST (word)	14892582	42
International Protocol (Madrid)	TIMOTHY EVEREST (word)	886390	25, 40, 42
Japan	TIMOTHY EVEREST (word)	4144088	14
Japan	TIMOTHY EVEREST (word)	4145860	18, 25
Japan	TIMOTHY EVEREST (word)	4145861	18, 25
Japan	TIMOTHY EVEREST (word)	4145862	18, 25
Japan	TIMOTHY EVEREST (word)	4178481	24
Japan	TIMOTHY EVEREST LONDON (word)	5852498	18
Japan	TIMOTHY EVEREST LONDON (word)	5875725	14
Japan	TIMOTHY EVEREST TAILORED CASUAL (word)	5835370	40
Japan	TIMOTHY EVEREST TAILORED SPORTSWEAR (word)	5836217	25
Korea, Republic of	TIMOTHY EVEREST (word)	40-1120270	25
Turkey	TIMOTHY EVEREST	2013/14742 (Application No) 2013 14742 (Registration No)	25
United Kingdom	TIMOTHY EVEREST (word)	UK009000467465	14, 18, 25
United Kingdom	TIMOTHY EVEREST (word)	UK009011186509	14, 18, 25
United Kingdom	TIMOTHY EVEREST LONDON (word)	UK009014301162	25, 40, 42
United Kingdom	TIMOTHY EVEREST TAILORED CASUAL (word)	UK009014301154	14, 18, 25
United Kingdom	TIMOTHY EVEREST TAILORED SPORTSWEAR (word)	UK009014415831	14, 18, 25
United Kingdom	TIMOTHY EVEREST (word)	UK009014892582	42
United States	TIMOTHY EVEREST (word)	3213720	25, 40, 42
United States	TIMOTHY EVEREST LONDON (word)	5117445	14, 18
United States	TIMOTHY EVEREST TAILORED CASUAL (word)	5117447	14, 18, 25

United States	TIMOTHY EVEREST TAILORED SPORTSWEAR (word)	5122000	14, 18, 25
United States	TIMOTHY EVEREST (word)	5122003	14, 18, 25

This agreement has been entered into on the date stated at the beginning of it.

Signed by Theophilos Karpathios	
for and on behalf of	Director
Timothy Everest (Holdings) Limited	
Signed by Simon Jukes	
for and on behalf of	Director
Timothy Everest Brands Limited	