

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8031413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
ENVIRUP LIMITED	09/13/2022
RECEIVING PARTY DATA	
Name:	CHARACTER OPTIONS LIMITED
Street Address:	1ST FLOOR
Internal Address:	86-88 COOMBE ROAD
City:	NEW MALDEN
State/Country:	UNITED KINGDOM
Postal Code:	KT3 4QS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D802058
CORRESPONDENCE DATA	
Fax Number:	(503)220-2480
<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:	503-224-3380
Email:	alfredo.villanueva@stoel.com, kris.fiarito@stoel.com
Correspondent Name:	ALFREDO VILLANUEVA
Address Line 1:	760 SW NINTH AVENUE
Address Line 2:	SUITE 3000
Address Line 4:	PORTLAND, OREGON 97205-2586
ATTORNEY DOCKET NUMBER:	56572-4
NAME OF SUBMITTER:	ALFREDO VILLANUEVA
SIGNATURE:	/Alfredo Villanueva/
DATE SIGNED:	06/28/2023
Total Attachments: 8	
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PATENT

REEL: 064099 FRAME: 0629

Deal Memo

1. LICENSOR DETAILS

Company name: Envirup Limited (c.r.n. 04495875) of (the "**Licensor**").
Contact name: Assim Ishaque.
Address: 63-67 St. Peters Street, Nottingham, NG7 3EN.
E-mail: assim@simbrix.com

2. LICENSEE DETAILS

Company name: Character Options Limited ("**Character**").
Contact name: Jon Elliott.
Address: 1st Floor, 86 – 88 Coombe Road, New Malden, Surrey, KT3 4QS.
E-mail: jon.elliott@charactergroup.plc.uk

3. LICENSED PROPERTY

The sole and exclusive right to exploit the Licensor's intellectual property in and to the Simbrix name and concept and all associated IP rights, including (without limit) the registered and unregistered rights listed in Part 1 of the schedule hereto (the "**Licensor's IP**"), anywhere in the world ("**Territory**").

4. LICENSED PRODUCTS

Toy and activity products and other products designed and manufactured by or on behalf of Character.

5. TIMING

Agreement commencement date: 13 September 2022.

Term: an initial term to expire on 31 December 2027 (with 6-month sell-off).

6. RIGHTS

6.1 Rights/territory: Character to have sole and exclusive worldwide rights during the term of this agreement to exploit the Licensor's IP and to manufacture, advertise, market, distribute and sell the Licensed Products worldwide.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. CHARACTER'S AFFILIATES

10.1 Notwithstanding any other provision of this agreement, Character shall have the right to authorise and/or licence its affiliates (listed in clause 10.2 below, each an "**Authorised Affiliate**") to develop and manufacture Licensed Products and related marketing materials and to advertise, promote, distribute and sell the Licensed Products and otherwise to exercise its rights under this agreement provided that Character and Authorised Affiliates adhere to and are in compliance with the provisions of this agreement [REDACTED]

[REDACTED]

10.2 The Affiliates shall be:

- a. OVG-Proxy A/S Gothersgade 14, 3rd, 1123 Copenhagen K, Denmark with registered company number CVR 33 64 49 57);
- b. Proxy Sweden AB c/o Häggmark & Söner AB of Brunnsvägen 1, 686 96 Västra Ämtervik, Sweden with registered company number CVR 559052- 5969;
- c. Charter Limited of 1005-07A, 10/F, Empire Centre, 68 Mody Road, East Tsim Sha Tsui, Kowloon, Hong Kong with registered company number 1299964 ("**Charter**");
- d. Toy Options (Far East) Limited of 1005-07A, 10/F, Empire Centre, 68 Mody Road, East Tsim Sha Tsui, Kowloon, Hong Kong with registered company number 1056626 ("**TOFE**");
- e. Proxy (Far East) Limited of 1005-07A, 10/F, Empire Centre, 68 Mody Road, East Tsim Sha Tsui, Kowloon, Hong Kong with registered company number 2915726 ("**PFE**"); and
- f. such other affiliate from time to time of Character as Character shall notify particulars of to the Licensor.

11. WARRANTY

The Licensor warrants and confirms that it is the exclusive owner of all right, title and interest in the Licensor's IP free of any security interest, charge or encumbrance and that none of the same infringes the rights of any person or entity and are that there are no claims, pending or threatened in respect of or which in any way affect or may affect the Licensor's IP.

[REDACTED]

[REDACTED]

[REDACTED]

16.4 Character, in consultation with the Licensor, may take such steps as it may decide from time to time to register and maintain any protection for the Foreground IP in the name of the Licensor, including filing and prosecuting applications. If the Licensor agrees to such registration and maintenance, the Licensor shall bear the Licensor's Proportion of such costs, such contribution to be funded solely out of and by way of deduction from the Royalties payable to the Licensor hereunder. If Licensor does not agree to such actions, Character will be responsible for such costs if it proceeds with such actions. Character will ensure that its employees involved in the creation of the Foreground IP provide all such necessary assistance as Licensor may request in connection with confirming the Licensor's ownership of the Foreground IP, including by the way of assignment.

16.5 Licensor agrees to grant an exclusive and worldwide license for the Foreground IP to Character for further exploitation within the bounds of this contract.

17. TERMINATION

17.1 The Licensor may terminate this agreement immediately by giving notice to Character if:

- a. Character commits any breach of this agreement which is not capable of being remedied;
- b. Character commits any breach of this agreement which is capable of being remedied and written notice is given to Character identifying such breach in reasonable detail and requiring Character to remedy such breach and Character fails to do so within 30 days of the notice;
- c. Character becomes insolvent, is adjudicated bankrupt or makes an arrangement or a general assignment for the benefit of its creditors;
- d. Character compulsorily or voluntarily enters into liquidation except for the purpose of a bona fide reconstruction or amalgamation and with the prior written approval of the Licensor; or
- e. Character has a receiver, manager, administrator or administrative receiver appointed over the whole or a substantial part of its undertaking of its assets; or
- f. Character ceases or threatens to cease or carry on business.

17.2 Termination of this agreement pursuant to the above shall be without prejudice to any right of action of either party accrued under any provisions of this agreement prior to such termination.

18. EFFECTIVE TERMINATION

18.1 When this agreement expires or is terminated:

- a. the license to use the Licensor's IP ceases immediately and Character must cease the production of the Licensed Products and only continue promotion, marketing and sales until socks are sold subject to clause 18.1 (b) below.
- b. Character may for a period of 6 months from termination, continue to sell any Licensed Products which were made prior to the date of termination

18.2 The expiry or termination of this agreement shall not affect any provision of this agreement which is expressed or intended to survive or operate in the event of its expiry or termination.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20. MISCELLANEOUS

20.1 **Force majeure.** Neither Party shall have any liability or be deemed to be in breach of this agreement for any delays or failures in performance of this agreement that result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

20.2 **Amendment.** This agreement may only be amended in writing signed by or on behalf of the Licensor and Character.

20.3 **Waiver.** No failure or delay on the part of either Party to exercise any right or remedy under this agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

20.4 **No agency.** Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

20.5 **Notices.** Any notice to be given under this agreement shall be in writing and shall be sent by post, or by email to the address of the relevant Party set out at the head of this agreement.

20.6 Further assurance

- a. The Licensor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
- b. The Licensor appoints Character to be its attorney in its name and on its behalf to execute documents, use the Licensor's name and do all things which are necessary or desirable for Character to obtain for itself or its nominee the full benefit of this agreement. This power of attorney is irrevocable and is given by way of security to secure the performance of the Licensor's obligations under this agreement and so long as such obligations of the Licensor

remain undischarged, or Character has such interest, the power may not be revoked by the Licensor, save with the prior written consent of Character.

c. Character may, in any way it thinks fit and in the name and on behalf of the Licensor:

(i) take any action that this agreement requires the Licensor to take;

(ii) exercise any rights which this agreement gives to Character; and

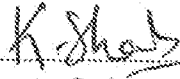
(iii) appoint one or more persons to act as substitute attorney(s) for the Licensor and to exercise such of the powers conferred by this power of attorney as Character thinks fit and revoke such appointment.

d. The Licensor undertakes to ratify and confirm everything that Character and any substitute attorney does or arranges, or purports to do or arrange, in good faith in exercise of any power granted under this clause.

20.7 Law and jurisdiction. This agreement shall be governed by and construed in accordance with the laws of England and each Party agrees to submit to the exclusive jurisdiction of the courts of England. However, before commencing any litigation, each Party shall consider in good faith whether it would be reasonable in the circumstances for the Parties to agree to pursue any alternative dispute resolution processes. Such alternative dispute resolution processes may include internal escalation procedures and/or mediation in accordance with the WIPO mediation rules. For the avoidance of doubt, however, nothing in this agreement shall prevent or delay a Party from seeking an interim injunction.

20.7 Entire agreement. This agreement, including its Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.

Signed: 
(on behalf of Invirup Limited)

Signed: 
(on behalf of Character Options Limited)

Name: Assim Ishaque Date: 12th Sept 2022

Name: K. SHAH Date: 12/9/ 2022

Schedule 1

Part 1 - Licensor's IP

Registered IP

1. The subject of Patent 082531575, dated 14th Sept 2016
2. UK Design Registration: Number 4038662, dated 19th Dec 2014
3. UK Trade Mark: Number UK00003103391, dated 17th July 2015
4. USA Design Patent: Number US D802058, dated 7th Nov 2017
5. USA Trademark: Number 5309764, dated 17th Oct 2015
6. EU Design Registration: Number 002739201-0001

Unregistered IP/Due to be Registered

1. Unregistered design rights for the 4 Simbrix logo, the words 'Connect & Wow',
2. The copyright for the text and images on the Simbrix website,
3. Product configurations, descriptions, literature and supporting information.
4. The designs for toys, games and other media.

Part 2 - Assets

Website: the domain www.simbrix.com, With Simbrix.co, Simbrix.net, Simbrix.net and Simbrix.co.uk

Social media accounts

The social media accounts for Simbrix including, but not limited to

1. Facebook
2. Twitter
3. Instagram
4. Pinterest
5. YouTube
6. LinkedIn
7. Tik Tok
8. Snapchat