

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

EPAS ID: PAT8202845

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ECA FOOTWEAR 21 LTD	09/07/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ECA PROCUREMENT SERVICES LIMITED
<b>Street Address:</b>	8 QUEEN STREET
<b>City:</b>	LONDON
<b>State/Country:</b>	ENGLAND
<b>Postal Code:</b>	W1J 5PD
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29619295
<b>Application Number:</b>	29744978
<b>Application Number:</b>	29744983
<b>Application Number:</b>	29758921
<b>Application Number:</b>	29812622
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)292-5391
<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>	2122925390
<b>Email:</b>	mail@ipcounselors.com
<b>Correspondent Name:</b>	EPSTEIN DRANGEL LLP
<b>Address Line 1:</b>	60 EAST 42ND STREET
<b>Address Line 2:</b>	SUITE 1250
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10165
<b>NAME OF SUBMITTER:</b>	ROBERT L. EPSTEIN
<b>SIGNATURE:</b>	/ROBERT L. EPSTEIN/
<b>DATE SIGNED:</b>	10/04/2023
<b>Total Attachments: 10</b>	
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THIS AGREEMENT is dated 07.09.23

## PARTIES

- (1) **ECA FOOTWEAR 21 LTD** a company incorporated in England and Wales under number 14356713 whose registered office is at 8 Queen Street, London, England, W1J 5PD (**Assignor**); and
- (2) **ECA PROCUREMENT SERVICES LIMITED** a company incorporated in England and Wales under number 10249965 whose registered office is at 8 Queen Street, London, England, W1J 5PD (**Assignee**)

(each of the **Assignor** and the **Assignee** being a party and together the **Assignor** and the **Assignee** are the parties).

## BACKGROUND

- A The Assignor is the owner of certain intellectual property rights.
- B The Assignor has agreed to assign such intellectual property rights to the Assignee and the Assignee has agreed to accept the assignment in accordance with the terms of this Agreement.

## THE PARTIES AGREE:

### 1 Definitions and interpretation

#### 1.1 In this Agreement:

- |                              |  |
|------------------------------|--|
| Affiliate                    | means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;   |
| Assigned Rights              | means all Intellectual Property Rights listed in the schedule (Assigned Rights) to this Agreement;   |
| Business Day                 | means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;  |
| Intellectual Property Rights | means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, mask works, the right to sue for passing off, utility models, domain names and all similar rights and, in each case:<br><br>(a) whether registered or not, |

- (b) including any applications to protect or register such rights,
- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future and
- (e) wherever existing;

VAT means United Kingdom value added tax.

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Agreement.

**2 Assignment**

- 2.1 In consideration of the sum of £1 paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor) (the **Consideration**), the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Assigned Rights together with (i) all goodwill associated with such Assigned Rights; and (ii) the right to sue in respect of every act of infringement of the Assigned Rights occurring prior to the date of this Agreement.
- 2.2 All sums paid under this Agreement to the Assignor are exclusive of VAT. To the extent that any sums paid to the Assignor under this Agreement are taxable supplies and subject to VAT, the Assignee agrees to increase the Consideration by an amount equal to any such VAT

chargeable following receipt by the Assignee of a valid VAT invoice in respect of such VAT from the Assignor.

**3 Further assurance**

3.1 The Assignor agrees (at the Assignee's request) to use all reasonable endeavours to promptly execute such documents and perform such acts as may reasonably be required or desired by the Assignee to give effect to this Agreement.

**4 Warranties**

4.1 The Assignor warrants and represents that the Assignor has the right, power and authority to enter into this Agreement and assign to the Assignee the rights contemplated in this Agreement.

**5 Entire agreement**

5.1 The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

5.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

**6 Variation**

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

**7 Transfer of rights**

7.1 No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other's prior written consent (such consent not to be unreasonably withheld or delayed).

7.2 Notwithstanding clause 7.1, a party may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives the other party prior written notice including the identity of the relevant Affiliate. Each party acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Agreement shall be deemed to be an act or omission of that party itself.

**8 Severance**

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

**9 Waiver**

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

**10 Third party rights**

No one other than a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of its provisions.

**11 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.

**12 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).


**13 Counterparts**

13.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

13.2 Each party may evidence their signature of this Agreement by transmitting by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of signing shall, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

THE SCHEDULE  
ASSIGNED RIGHTS

Registered Copyright works

Description of Copyright work/image	Registration number	Territory
	Guo Zuo Deng Zi-2019-F-00897433	China
	Guo Zuo Deng Zi-2019-F-00897432	China

Registered designs

Description of design	Registration number	Territory
Slipper	202013787	Australia
Slipper	202013786	Australia
Slipper	202015939	Australia
Slipper	202116469	Australia
Outdoor Slipper (Design Patent)	2017303995660	China
Mahabis (Design Patent)	2020304495368	China
Mahabis M (Design Patent)	2021307139834	China

Description of design	Registration number	Territory
Classic Over Toe Slipper (Design Patent)	2020304493606	China
Breathe Slipper (Design Patent)	2020306867539	China
Footwear (Outdoor Slipper)	004056646-0001	Community Design
Footwear (Outdoor Slipper)	002398388-0001	Community Design
Footwear (part of)	002398388-0002	Community Design
Footwear (Classic Mule)	008023121-0001	Community Design
(Footwear) Classic Over Toe Slipper	008023121-0002	Community Design
(Footwear) Breathe Slipper	008201842-0001	Community Design
Footwear (Alto Boot)	008724108-0001	Community Design
Outdoor Slipper	423826	New Zealand
Footwear	427734	New Zealand
Footwear	427735	New Zealand
Footwear	428211	New Zealand
Footwear	429555	New Zealand
Outdoor Slipper	6013995	UK
Alto Boot	6169558	UK
Outdoor Slipper	90040566460001	UK (Clone)
Footwear	90023983880001	UK(Clone)
Footwear	90023983880002	UK(Clone)
Footwear	90080231210001	UK(Clone)
Footwear	90080231210002	UK(Clone)
Footwear	90082018420001	UK(Clone)
Outdoor Slipper	D891,737	USA
Footwear	D955,706	USA



Applications for registered designs

Description of design	Date filed	Application number	Territory
FOOTWEAR	08 March 2020	29/744,983	USA
FOOTWEAR	19 November 2020	29/758,921	USA
FOOTWEAR	22 October 2021	29/812,622	USA

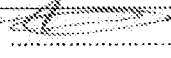
Registered Trade Marks

Description of mark	Registration number and date of registration	Classes	Territory
m (logo)	924585978	25	Brazil
MAHABIS	924585200	25	Brazil
m mahabis (logo)	TMA1028610	25	Canada
m (logo)	42972642	35	China
MAHABIS	42972643	35	China
m (logo)	16637522	3,4,9,14,16,18,20,24,25,35	EU
m mahabis (logo)	12410221	25	EU
MAHABIS	16640237	3,4,9,14,16,18,20,24,25,35	EU
m mahabis (logo)	303766159	25	Hong Kong
MAHABIS	1815791	25	Taiwan
m (logo)	UK00916637522 (Clone from EU)	3,4,9,14,16,18,20,24,25,35	UK
m mahabis (logo)	UK00912410221 (Clone from EU)	25	UK
MAHABIS	3167377	25,35	UK
MAHABIS	UK00916640237 (Clone from EU)	3,4,9,14,16,18,20,24,25,35	UK

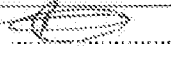
Description of mark	Registration number and date of registration	Classes	Territory
Footwear for time well spent	3445586	25,35	UK
MAHABIS	IR1319355	25,35	WIPO
MAHABIS	IR1319355	25,35	Australia
MAHABIS	IR1319355	25,35	New Zealand
MAHABIS	IR1319355	25,35	USA
MAHABIS	IR1373287	3,4,9,14,16,18,20,24,25,35	WIPO
MAHABIS	IR1373287	3,4,9,14,16,18,20,24,25,35	China
MAHABIS	IR1373287	25,35	Turkey
MAHABIS	IR1373287	3,4,9,14,16,18,20,24,25,35	UK
MAHABIS	IR1373287	3,4,9,14,16,18,20,24,25,35	USA
m (logo)	IR1370357	3,4,9,14,16,18,20,24,25,35	WIPO
m (logo)	IR1370357	25,35	Australia
m (logo)	IR1370357	9,16,25	China
m (logo)	IR1370357	25,35	New Zealand
m (logo)	IR1370357	25,35	Turkey
m (logo)	IR1370357	3,4,9,14,16,18,20,24,25,35	UK
m (logo)	IR1370357	3,4,9,14,16,18,20,24,25,35	USA
m mahabis (logo)	IR1281839	25	WIPO
m mahabis (logo)	IR1281839	25	Australia
m mahabis (logo)	IR1281839	25	China
m mahabis (logo)	IR1281839	25	India
m mahabis (logo)	IR1281839	25	Japan
m mahabis (logo)	IR1281839	25	Mexico
m mahabis (logo)	IR1281839	25	New Zealand

Description of mark	Registration number and date of registration	Classes	Territory
m mahabis (logo)	IR1281839	25	Norway
m mahabis (logo)	IR1281839	25	Republic of Korea
m mahabis (logo)	IR1281839	25	Switzerland
m mahabis (logo)	IR1281839	25	USA

AGREED by the parties on the date set out at the head of this agreement

Signed by Kiabod Tutunian Mashad, Director	
for and on behalf of	Director
<b>ECA FOOTWEAR 21 LTD</b>	

and

Signed by Kiabod Tutunian Mashad, Director	
for and on behalf of	Director
<b>ECA PROCUREMENT SERVICES LIMITED</b>	