

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GLOBALTEX LIMITED		04/08/2021	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sanderson Design Group Brands Limited		
<b>Street Address:</b>	Chalfont House, Oxford Road		
<b>City:</b>	Denham		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	UB9 4DX		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5638787	STUDIO G	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4148476155		
<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>	4148476154		
<b>Email:</b>	ebridge@salawus.com		
<b>Correspondent Name:</b>	Elisabeth Townsend Bridge		
<b>Address Line 1:</b>	330 EAST KILBOURN AVE		
<b>Address Line 2:</b>	SUITE 1100, TOWER 1		
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	ELISABETH TOWNSEND BRIDGE		
<b>Address Line 1:</b>	330 EAST KILBOURN AVENUE		
<b>Address Line 2:</b>	SUITE 1100, TOWER 1		
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Elisabeth Townsend Bridge		
<b>SIGNATURE:</b>	/elisabethtownsendbridge/		
<b>DATE SIGNED:</b>	04/30/2021		

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**Total Attachments: 7**

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**Thursday 8<sup>th</sup> April 2021**

**(1) GLOBALTEX LIMITED**

**- and -**

**(2) SANDERSON DESIGN GROUP BRANDS LIMITED**

**AGREEMENT**

relating to  
the assignment of intellectual property rights

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**THIS AGREEMENT** is made **AS A DEED** on Thursday 8<sup>th</sup> April 2021

**BETWEEN:**

- (1) **GLOBALTEX LIMITED**, a company incorporated and registered in England and Wales with number 03890074 which has its registered office at Chalfont House, Oxford Road, Denham, Uxbridge, England UB9 4DX ("**Seller**"); and
- (2) **SANDERSON DESIGN GROUP BRANDS LIMITED**, a company incorporated and registered in England and Wales with number 01167325 which has its registered office at Chalfont House, Oxford Road, Denham, Uxbridge, England UB9 4DX ("**Purchaser**").

(each a "**Party**" and together the "**Parties**").

**BACKGROUND:**

- A Pursuant to the BTA (as defined herein) the Seller has agreed to transfer to the Purchaser certain business and assets.
- B In connection with that transfer, the Seller has agreed to assign to the Purchaser the Assigned Rights (as defined herein) on the terms and conditions of this Agreement.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Except as expressly set out in this Agreement (and in particular clause 1.2 below), the words and phrases defined in the BTA have the same meaning when used in this Agreement.
- 1.2 In this Agreement (unless the context otherwise requires), the following words and phrases have the following meanings:

"**Agreement**" means this agreement relating to the assignment of IP, and any document referred to, completed or to be completed in accordance with its provisions;

"**Assigned Rights**" means the Business IP including, but not limited to, the Trade Marks;

"**BTA**" means the agreement relating to the sale and purchase of certain assets of the Seller, dated on or around the date of this Agreement and made between (1) Globaltex Limited (i.e. the Seller) and (2) Sanderson Design Group Brands Limited (i.e. the Purchaser);

"**Business IP**" has the meaning given to it in the BTA;

"**Trade Marks**" has the meaning given to it in the BTA and, for the avoidance of doubt, includes in any event each of the following:

- (a) each of the registered trade marks and applications for trade marks set out in the Schedule;
- (b) any and all registrations which may be granted pursuant to any such applications; and
- (c) any and all goodwill and other rights attaching to any of those marks.

- 1.3 The provisions of clauses 1.2 to 1.5 (inclusive) of the BTA apply in respect of this Agreement, with the amendment that any reference in such clauses to "this agreement" (or similar) shall, as the context requires, be read as a reference to this Agreement.

## **2. ASSIGNMENT**

- 2.1 Pursuant to and for the consideration provided in the BTA, effective as the date hereof, the Seller hereby irrevocably, without reservation, assigns, sells, transfers, conveys and delivers to the Purchaser, and the Purchaser accepts, absolutely and with full title guarantee, with effect from Completion, all right, title and interest throughout the world in and to:

- (a) the Assigned Rights;
- (b) the right to file applications for the registration of, and to have registered in its own name, any of the Assigned Rights and to claim priority or seniority in respect of the Assigned Rights;
- (c) the right to bring, make, oppose, defend, appeal and continue proceedings, claims or actions and to take any other action necessary against any third party in respect of any infringement, passing off or any other cause of action arising from ownership of any of the Assigned Rights, whether committed before or after the date of this Agreement, including the right to claim and retain damages or such other relief as may be available in respect thereof.

- 2.2 If, in any country, the execution after the date of this Agreement of a confirmatory assignment or other document of any of the Assigned Rights in that country would be ineffective or invalid by reason of the transfer effected by this Agreement, then this Agreement shall be deemed to be an agreement to assign such Assigned Rights, and not an assignment of such Assigned Rights, in that country. For the avoidance of doubt, this clause 2.1(c) shall not affect the validity of this Agreement as an assignment of legal title in relation to such Assigned Rights in any other country or in relation to any other of the Assigned Rights in that or any other country.

## **3. FURTHER ASSURANCE**

The Seller shall, at the Purchaser's reasonable request, do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to the provisions of this Agreement.

## **4. GENERAL**

- 4.1 This Agreement shall be binding on and continue for the benefit of the successors and assignees of each Party.
- 4.2 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 4.3 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- 4.4 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each Party.

- 4.5 No right or remedy under or in respect of this Agreement shall be precluded, waived or impaired by any failure to exercise or delay in exercising it, any single or partial exercise of it; any earlier waiver of it, whether in whole or in part, or any failure to exercise, delay in exercising, single or partial exercise of or earlier waiver of any other such right or remedy.
- 4.6 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement.
- 4.7 Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind between any of the Parties that would impose liability upon one Party for the act or failure to act of any other Party (except as expressly set out in this Agreement), or to authorise one Party to act as agent for any other Party. Except where otherwise expressly provided in this Agreement, no Party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind any other Party.
- 4.8 This Agreement, together with the BTA, sets out the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by, or on behalf of, the Parties and relating to its subject matter.
- 4.9 Each Party confirms that it has not relied upon, and shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any other Party unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement or the BTA.


## **5. NOTICES**

The provisions of clause 14 (Notices) of the BTA apply in respect of this Agreement, with the amendment that any reference in such clause to "this agreement" or a "party" (or similar) shall, as the context requires, be read as a reference to this Agreement or a Party respectively.

## **6. GOVERNING LAW AND JURISDICTION**

- 6.1 This Agreement and any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including any non-contractual dispute or claim) is governed by and shall be construed in accordance with English law.
- 6.2 Each Party irrevocably agrees that the courts of England 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 any non-contractual dispute or claim).

**SCHEDULE: TRADE MARKS**

<b>Proprietor</b>	<b>Territory</b>	<b>Mark</b>	<b>Reg. No</b>	<b>Reg. Date</b>	<b>Renewal Date</b>	<b>Classes</b>	<b>Status</b>
Globaltex Ltd	UK	CLARKE & CLARKE Clarke & Clarke	2553961	5 November 2010	27 July 2030	24, 27, 35	Registered
Globaltex Ltd	European Union	CLARKE & CLARKE	9344391	10 February 2011	31 August 2030	24, 27, 35	Registered
Globaltex Ltd	United States of America		5638787	25 December 2018		24	Registered
Globaltex Ltd	UK	STUDIO G Studio g	3221941	23 June 2017	30 March 2027	24, 27, 35	Registered
Globaltex Ltd	European Union	STUDIO G	16935397	27 October 2017	29 June 2027	24, 27, 35	Registered




IN WITNESS whereof the Parties have executed this Agreement as a deed the day and year first above written.

Executed as a deed by  
**GLOBALTEX LIMITED** by a director in the  
 presence of a witness:

)  
 )  
 )  
 )  
 )  
 )

Signature: Michael Williamson  
 Full name: Michael williamson  
 Director

Witness signature:   
 \_\_\_\_\_


Witness name: Kien-Mun Ho  
 \_\_\_\_\_

Witness address: 99 Canterbury Place  
 \_\_\_\_\_  
London  
 \_\_\_\_\_  
SE17 3AD  
 \_\_\_\_\_

Executed as a deed by  
**SANDERSON DESIGN GROUP BRANDS**  
**LIMITED** by a director in the presence of a  
 witness:

)  
 )  
 )  
 )  
 )  
 )

Signature: Michael Williamson  
 Full name: Michael williamson  
 Director

Witness signature:   
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Witness name: Kien-Mun Ho  
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Witness address: 99 Canterbury Place  
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London  
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SE17 3AD  
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