

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norton America, LLC		04/17/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Project 303 BIDCO Limited		
Street Address:	1 Bartholomew Lane		
City:	London		
State/Country:	ENGLAND AND WALES		
Postal Code:	EC2N		
Entity Type:	Private Company Limited By Shares: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2525318	NORTON	
Registration Number:	2836783	NORTON	
Registration Number:	3230384	COMMANDO	
Registration Number:	2084188	NORTON	
Registration Number:	3303306	DOMINATOR	
Registration Number:	3307664	NORTON	
Registration Number:	3391758	COMMANDO	
Registration Number:	3145777	NORTON	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<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:	312-201-4000		
Email:	tmapps@goldbergkohn.com		
Correspondent Name:	Robert D. Leighton		
Address Line 1:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7980.001		
NAME OF SUBMITTER:	Robert D. Leighton		

OP \$215.00 2525318

SIGNATURE:	/Robert D. Leighton/
DATE SIGNED:	05/28/2020
Total Attachments: 21 source=US IP Assignment Deed#page1.tif source=US IP Assignment Deed#page2.tif source=US IP Assignment Deed#page3.tif source=US IP Assignment Deed#page4.tif source=US IP Assignment Deed#page5.tif source=US IP Assignment Deed#page6.tif source=US IP Assignment Deed#page7.tif source=US IP Assignment Deed#page8.tif source=US IP Assignment Deed#page9.tif source=US IP Assignment Deed#page10.tif source=US IP Assignment Deed#page11.tif source=US IP Assignment Deed#page12.tif source=US IP Assignment Deed#page13.tif source=US IP Assignment Deed#page14.tif source=US IP Assignment Deed#page15.tif source=US IP Assignment Deed#page16.tif source=US IP Assignment Deed#page17.tif source=US IP Assignment Deed#page18.tif source=US IP Assignment Deed#page19.tif source=US IP Assignment Deed#page20.tif source=US IP Assignment Deed#page21.tif	

THIS DEED OF ASSIGNMENT is dated 17 April 2020 and made between:

BETWEEN:

- (1) NORTON AMERICA, LLC, a Minnesota Limited-Liability Company whose registered office is at 80 S 8th Str #500 Mpls, MN 55402 USA (the "LLC"); and
- (2) NORTON RACING LIMITED (company number 06387522), whose registered office is at Donington Hall, Castle Donington, Derby, DE74 2SG ("Norton Racing"),

(each of the LLC and Norton Racing, an "Assignor" and together, the "Assignors"); and

- (3) PROJECT 303 BIDCO LIMITED (company number 12545195) whose registered office is at 1 Bartholomew Lane, London, EC2N 2AX (the "Assignee"),

(each of (1) to (3) a "party" and together, the "parties").

BACKGROUND:

- (A) The LLC is the registered proprietor of and/or the owner of common law rights in certain registered trade marks, the applicant for registration of certain trade mark applications, in each case details of which are set out in Schedule A (the "Trade Marks").
- (B) A 'Bill of Sale' dated 9 October 2008 effected the assignment of various rights, including certain Intellectual Property (as defined below), from Norton Motorsports, Inc. to Norton Racing (such Intellectual Property being the "Norton Racing 2008 IP").
- (C) An assignment agreement dated 21 March 2003 (following a settlement agreement dated 13 February 2003) effected the assignment of various trade marks from Norton Motors International, Inc. ("NMI") to the LLC (such marks listed in Schedule B, being the "NMI IP").
- (D) The Assignors have agreed to assign all of their right, title and interest in and to any Intellectual Property which relates to or is used in connection with the Business as at the Effective Date (including the Trade Marks, the Norton Racing 2008 IP, the NMI IP and all other rights of the Assignors in the Names worldwide) but excluding the Excluded IP (the "Transferring IPR") to the Assignee in accordance with the terms of this Deed.

DEFINITIONS:

In this Deed, the following words and expressions have the following meanings unless the context otherwise requires:

"Agreement" means an asset purchase agreement dated the same date as this Deed between the Assignee, Norton Motorcycles (UK) Limited (In Administration), Norton Motorcycle Holdings Limited (In Administration) and their joint administrators.

"Business" means the business being sold pursuant to the Agreement (which includes, for the avoidance of doubt, the business of motorcycle design, manufacture, sale and repair and

associated merchandising and licensing of Intellectual Property carried on by the Assignors at the Effective Date).

"Effective Date" means the date of this Deed.

"Excluded IP" means the Intellectual Property that is the subject of: (i) either or both of the ZongShen Agreements; or (ii) the collaboration agreement dated 1 November 2016 between Penso Consulting Ltd and Norton Motorcycles (UK) Ltd;

"Excluded IP Contracts" means the contracts listed in Part 2 of Schedule C.

"Identified IP Contracts" means those contracts listed in Part 1 of Schedule C.

"Intellectual Property" means all patents, utility models, trade marks, trade or business names, logos or straplines, know-how, confidential information, domain names, social media accounts (including, without limitation, Facebook, Twitter and Instagram), copyright (including rights in software), moral rights, rights to prevent passing off or unfair competition, database rights, rights in designs (including industrial designs) and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world.

"IP Agreements" means:

(i) the Identified IP Contracts to which an Assignor is a party; and

(ii) all other contracts (excluding any customer contracts, dealer contracts and any supplier contracts) entered into in the course of the Business which relate to Intellectual Property to which an Assignor is a party which remain (in whole or in part) outstanding at the Effective Date;

but excluding:

(i) the Excluded IP Contracts; and

(ii) any contract (or any portion of any contract) that constitutes a licence that encumbers any of the Transferring IPR (other than, to the extent an Assignor is a party, the Identified IP Contracts).

"Names" means "Norton", "Norton Motorcycles", "Atlas", "Commando", "Dominator", "Domi Racer", "Manx", "V4" and "650cc platform".

"Third Party Consent" means a consent, licence, approval, permission, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation of any of the IP Agreements in favour of the Assignee.

"ZongShen Agreements" means (i) the design and licence agreement dated 22 May 2017 between Norton Motorcycles (UK) Limited and Chongqing Zongshen Engine Manufacture Co.,

Ltd; and (ii) the supplementary agreement dated 13 January 2020 between Norton Motorcycles (UK) Limited and Chongqing Zongshen Engine Manufacture Co., Ltd.

IT IS AGREED as follows:

1. ASSIGNMENT

1.1 On the Effective Date, the Assignors hereby assign to the Assignee all of their right, title and interest in and to the Transferring IPR (including any statutory or common law rights) and all attached rights, privileges and advantages including without limitation:

- (A) the absolute entitlement to any registration, grant or issuance pursuant to any applications that form part of the Transferring IPR;
- (B) all goodwill of the business in relation to which any trade mark rights that form part of the Transferring IPR are used;
- (C) the exclusive right to bring and defend proceedings and obtain relief (and obtain any damages and other financial remedies recovered) in respect of infringement or other causes of action arising from ownership of, and exclusive rights to, the Transferring IPR (including with respect to past infringements thereof), and the right to receive and collect all royalties, income and other payments relating to any time after the Effective Date under or arising from the Transferring IPR;
- (D) all assumable rights to claim priority from the Transferring IPR; and
- (E) with respect to any domain names and social media accounts that form part of the Transferring IPR, the right to administer such domain names and social media accounts;

in each case, to hold the same unto the Assignee absolutely (and excluding, for the avoidance of doubt, all liabilities that accrue prior to the Effective Date that relate to the Transferring IPR).

1.2 The Assignors shall, on the Effective Date, deliver to the Assignee all documents or other records relating to the Transferring IPR (including (i) evidence of any historical assignments; and (ii) originals or copies of registration, issuance or grant certificates relating to any registration, insurance or grant of any registered Intellectual Property that forms part of the Transferring IPR) that is within the Assignors' possession or control (including without limitation such documents or records held by the Assignors' trade mark agents and advisers).

2. TRANSFER OF IP AGREEMENTS

2.1 From the Effective Date, the Assignee shall, at its own expense perform all of the relevant Assignor's obligations and accept all of the relevant Assignor's liabilities under the IP Agreements in each case only to the extent any such obligation or liability arises on or after the Effective Date and not before.

- 2.2 The relevant Assignor will assign all IP Agreements that are capable of transfer subject to and on the terms set out in the Deed without a Third Party Consent to the Assignee on the Effective Date.
- 2.3 If any IP Agreement cannot be effectively assigned (or, at the Assignee's election, novated) to the Assignee without a Third Party Consent:
- (A) the Assignee will use its reasonable endeavours to obtain such Third Party Consent;
 - (B) the Assignee will promptly provide copies of all Third Party Consents to the relevant Assignor; and
 - (C) the relevant Assignor will, within 12 months after the Effective Date at the written request and cost of the Assignee, take such action as may reasonably be required to assist the Assignee to obtain the consent of any third party for the substitution of the Assignee for the relevant Assignor as a party to any of the IP Agreements (whether by assignment, novation or otherwise).
- 2.4 Until the IP Agreements are novated or assigned, the relevant Assignor shall hold them and any benefit thereunder on trust (to the extent permitted to do so under the terms of the relevant IP Agreement) for the Assignee absolutely insofar as the relevant Assignor is legally able to do so and shall:
- (A) not take any steps to terminate or cancel any of the IP Agreements unless otherwise agreed or instructed by the Assignee or provided for below;
 - (B) within five (5) days of receipt of such benefit pay any benefit over to the Assignee, and the Assignee shall, if sub-contracting is permissible and lawful under any IP Agreement, as the relevant Assignor's sub-contractor, perform all the obligations of the Assignor under the IP Agreement and where subcontracting is not permissible, the Assignee will perform such obligations as agent for the relevant Assignor;
 - (C) so far as it lawfully may, give to the Assignee the benefit to the same extent as if the IP Agreement had been novated or assigned on the terms provided for in this Deed and act under the reasonable written direction and cost of the Assignee and account to the Assignee accordingly, provided that the relevant Assignor shall have no liability to the Assignee arising out of or in connection with the performance, termination, variation or amendment of any of the IP Agreements by the Assignee after the Effective Date.
- 2.5 Any periodic outgoings, payments and receivables under the IP Agreements (i) that accrue or full due in the period up to the Effective Date shall belong to, or shall be the responsibility of, (as applicable) the relevant Assignor; and (ii) that accrue or full due in the period on and from the Effective Date shall belong to, or shall be the responsibility of, (as applicable) the Assignee.

- 2.6 Nothing in this Agreement will be construed as an assignment or attempted assignment of an IP Agreement if such assignment or attempted assignment would constitute a breach of that IP Agreement.
- 2.7 For the avoidance of doubt, and without prejudice to the generality of the exclusion at Excluded IP Contracts, the parties acknowledge and agree that the Assignee will not assume any obligation (including any obligation to purchase any assets of any third party) pursuant to the Excluded IP Contracts.

3. FURTHER ASSURANCE

- 3.1 Each Assignor undertakes that, at the request of the Assignee, it shall execute (or procure the execution of) all such documents and do (or procure) all such acts as may reasonably be necessary for: (i) the valid assignment of any Transferring IPR that is not validly assigned pursuant to this Deed; (ii) securing to the Assignee the full benefit of the rights assigned pursuant to this Deed; (iii) the recordal of this Deed and the registration of the Assignee as the registered proprietor of all registered Intellectual Property that forms part of the Transferring IPR ((including granting powers of attorney to the Assignee and agents of the Assignee to carry out such recordals); (iv) the recordal of all historical assignments of all registered Intellectual Property that forms part of the Transferring IPR; (v) the transfer of full control of any domain names that form part of the Transferring IPR to the Assignee; and (vi) the provision of all login details and passwords needed to access and administer all domain names and social media accounts that form part of the Transferring IPR to the Assignee,
- 3.2 Each Assignor shall provide the Assignee with such assistance as the Assignee may from time to time require for the purpose of defending or enforcing any of the Transferring IPR. Until such time as the recordals referenced in clause 2.1 have been completed, and without prejudice to the generality of the foregoing, each Assignor shall, on the request and instruction of the Assignee, execute (or procure the execution of) all such documents and do (or procure) all such acts in its role as registered owner of any registered Intellectual Property that forms part of the Transferring IPR, including filing oppositions, renewing registrations, prosecuting applications and otherwise engaging with all formalities at the relevant registry office, provided that the Assignee reimburses the Assignors for all reasonable costs and damages incurred by the Assignors as a result.

4. USE OF NAMES

- 4.1 To the extent applicable, the Assignors shall (at their own expense) procure that all necessary filings are made to effect the change of any of their corporate names which include a Name (or any mark or name which is confusingly similar to such mark or name) to a corporate name that does not include those words. The Assignors shall, upon the request of the Assignee, give any consent or confirmation necessary for the adoption by the Assignee or any person connected with it of any corporate name incorporating those words. The Assignors shall provide appropriate documentary evidence to the Assignee of any change of name effected pursuant to this clause 4.1 within two days of the change of name occurring.

4.2 Without prejudice to the trade mark rights of the Assignee or any person connected with it, the Assignors shall procure that for:

- (A) a minimum period of five (5) years following the Effective Date; and
- (B) thereafter for so long as the Assignee or any person connected with it continues to retain an interest in any Name or any associated logo or device,

no Assignor or any person connected with any Assignor shall use any Name or any associated logo or device or any confusingly similar name or mark in any business which competes with the Business, any extensions thereof or developments thereto, or any other business of the Assignee or any person connected with it in which any Name or any associated logo or device is used.

5. RIGHTS OF THIRD PARTIES

The parties do not intend that any term of this Deed will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any other person.

6. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall constitute an original, but which shall together constitute one agreement.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Deed and any non-contractual obligations arising out of or in connection with it will be governed by English law.
- 7.2 Each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Deed (including in relation to any non-contractual obligations).
- 7.3 The Assignee may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.
- 7.4 Each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales.

8. EXECUTION

This document is executed as a deed and delivered on the date stated at the beginning of this Deed.

Executed as a deed by)
NORTON AMERICA, LLC acting by)
Stuart Garner.....who, in)
accordance with the laws of the territory)
in which Norton America, LLC is)
incorporated, is acting under the)
authority of Norton America, LLC)



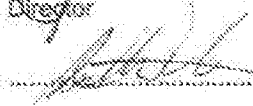
Authorized Signatory

Executed as a deed by
NORTON RACING LIMITED acting by
a director in the presence of:



Director

Witness's signature:



Name (print):

JENNIFER LLOYD

Occupation:

FINANCIAL

Address:

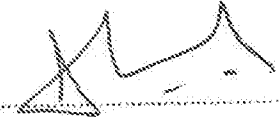
2 WINDERS BUNG LODEGE LANE,
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EXECUTED as a DEED by)

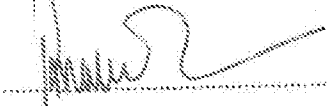
Project 303 Sidos Limited)

acting by a director in the presence)

of)


Director

Witness's signature:



Name (print):

PANON KALIMON MALHOTRA

Occupation:

FINANCE DIRECTOR

Address:


76 BAYSHORE ROAD
#05-19 COSTA DEL
SINGAPORE 469890

Schedule A

Trade Marks

Part 1

Registered trade marks recorded in the name of and owned by Norton America, LLC

Country	Mark	Number	Date	Class
Mexico	NORTON	1589941 (1589941T)	18/03/2015	9
Peru	NORTON	51323 (366446-2008 (2008- 366446)) (763039-2018 (2018- 763039))	17/09/1998 (28/12/1998) (28/12/1998)	12
Saudi Arabia		39472906		12
Saudi Arabia	NORTON	142305781		12

Part 2

Registered Trademarks registered in the name of Norton America, LLC

Country	Mark	Number	Date	Class
Australia	NORTON	1067930	02/08/2005	12
Australia	NORTON & device	1042707	20/02/2005	25
Australia	NORTON	35619	14/03/1923	12
Australia	NORTON	746497	16/10/1997	12
Australia	COMMANDO	936594	04/12/2002	12, 25

Country	Mark	Number	Date	Class
Australia	DOMINATOR	936595	04/12/2002	12
Australia	MANX	934281	14/11/2002	12, 25
Austria	NORTON (stylised)	584968	16/04/1992	12, 25
Austria	NORTON (stylised)	622217	24/02/1994	04, 07, 09, 12, 14, 18, 25, 26
Bangladesh	NORTON	78206	26/12/2002	12
Benelux	NORTON (stylised)	584968	16/04/1992	12, 25
Benelux	NORTON (stylised)	622217	24/02/1994	04, 07, 09, 12, 14, 18, 25, 26
Brazil	NORTON	825194628	08/01/2003	12
Canada	ATLAS	TMA677536	29/10/2002	12
Canada	COMMANDO	TMA677134	29/10/2002	9, 12, 25
Canada	DOMINATOR	TMA677374	13/11/2002	12, 7
Canada	MANX	TMA677316	29/10/2002	10, 11, 12, 20, 25, 6, 9
Canada	NORTON	TMA618544	29/03/2001	6, 7, 8, 9, 11, 12, 16, 18, 20, 21, 25, 26
Canada	NORTON	TMA628967	17/01/2003	12, 14, 16, 25, 26, 9
Canada	NORTON (stylised)	TMA628760	17/01/2003	12, 14, 16, 25, 26, 9
Chile	NORTON	850512	05/05/1999	12
China	NORTON	4356096	10/11/2004	28
China	NORTON	4356097	10/11/2004	25

Country	Mark	Number	Date	Class
China	NORTON	4356098	10/11/2004	12
China	NORTON MOTORCYCLES (stylised)	24393806	27/05/2017	25
Colombia	NORTON	275743	04/12/2002	12
Costa Rica	NORTON	140892	04/02/2003	25
Costa Rica	NORTON	140891	04/02/2003	12
Czech Republic	NORTON (stylised)	662928	20/03/1996	04, 07, 09, 12, 25, 26
Ecuador	NORTON	5683	22/09/1998	12
Egypt	NORTON	156737	04/01/2003	12
El Salvador	NORTON	00056 (2003030752)	21/02/2003 (27/07/2004)	12
EUTM	ATLAS	002925220	05/11/2002	09, 12
EUTM	COMMANDO	002925196	05/11/2002	09, 12, 25
EUTM	NORTON	002931798	05/11/2002	09, 12, 25
EUTM	DOMINATOR	002931806	05/11/2002	09, 12, 25
EUTM	MANX	000813014	28/04/1998	25
EUTM	COMMANDO	000813063	28/04/1998	12, 25
EUTM	NORTON (stylised) LIFESTYLE HOTELS	011149309	29/08/2012	25, 41, 43
EUTM	NORTON (stylised)	011149374	29/08/2012	25, 41, 43

Country	Mark	Number	Date	Class
	HOTELS & RESORTS			
EUTM	ATLAS	014301055	29/06/2015	09, 12
France	NORTON (stylised)	584968	16/04/1992	12, 25
France	NORTON (stylised)	622217	24/02/1994	04, 07, 09, 12, 14, 18, 25, 26
Germany	NORTON (stylised)	2009381	26/11/1991	12, 25
Germany	Norton (stylised)	2047073	23/09/1993	04, 07, 09, 12, 25
Hong Kong	NORTON	199901020AA	30/04/1998	12, 25
Hong Kong	NORTON	300471249	05/08/2005	12, 25
Hungary	NORTON (stylised)	662928	20/03/1996	04, 07, 09, 12, 25, 26
Hungary	COMMANDO	188073	21/09/2005	12, 25
Hungary	MANX	188071	21/09/2005	12, 25
India	NORTON (stylised)	758226	26/06/1997	12
India	NORTON (stylised)	758227	26/06/1997	25
Indonesia	NORTON	IDM000224914	06/09/2005	12
Israel	NORTON	182726	31/07/2005	12
Italy	NORTON (stylised)	584968	16/04/1992	12, 25
Italy	NORTON (stylised)	622217	24/02/1994	04, 07, 09, 12, 14, 18, 25, 26

Country	Mark	Number	Date	Class
Madrid Protocol (TM)	NORTON (stylised)	584968	16/04/1992	12, 25
Madrid Protocol (TM)	NORTON (stylised)	662928	20/03/1996	04, 07, 09, 12, 25, 26
Madrid Protocol (TM)	NORTON (stylised)	622217	24/02/1994	04, 07, 09, 12, 14, 18, 25, 26
Malaysia	DOMINATOR	04013173	03/09/2004	12
Malaysia	MANX	04013170	03/09/2004	12
Malaysia	NORTON	05013184	05/08/2005	12
Malaysia	NORTON	05013185	05/08/2005	25
Malaysia	NORTON	98009331	11/08/1998	12
Mexico	NORTON MOTORCYCLES (stylised)	1807830	23/03/2015	25
Mexico	NORTON MOTORCYCLES (stylised)	1591335 (1591335T)	12/10/2017	25
New Zealand	COMMANDO	668629	21/11/2002	12
New Zealand	DOMINATOR	669932	11/12/2002	12
New Zealand	DOMINATOR	669933	11/12/2002	25
New Zealand	DOMINATOR	733520	02/08/2005	12, 25
New Zealand	MANX	668623	21/11/2002	12
New Zealand	MANX	668624	21/11/2002	25
New Zealand	MANX	733521	02/08/2005	12, 25
New Zealand	NORTON	668625	21/11/2002	12
New Zealand	TRITON	668628	21/11/2002	25

Country	Mark	Number	Date	Class
New Zealand	NORTON	733519	02/08/2005	12, 25
New Zealand	NORTON	668626	21/11/2002	25
Norway	ATLAS	239611	22/11/2006	12
Norway	MANX	194067	28/04/1998	12, 25
Norway	MANX	232502	05/09/2005	12, 25
Pakistan	NORTON	182365	28/12/2002	12
Panama	NORTON	125545	13/02/2003	12
Poland	NORTON (stylised)	662928	20/03/1996	04, 07, 09, 12, 25, 26
Portugal	NORTON (stylised)	584968	16/04/1992	12, 25
Portugal	NORTON (stylised)	622217	24/02/1994	04, 07, 09, 12, 14, 18, 25, 26
Republic of Korea	NORTON (stylised)	40-92219	17/01/2011	12
Russian Federation	NORTON	269020	24/01/2003	12, 25
Saudi Arabia	NORTON	70125	21/12/2002	12
Singapore	COMMANDO	T04/14212B	27/08/2004	12
Singapore	DOMINATOR	T0401805G	12/02/2004	12
Singapore	MANX	T0320668B	23/12/2003	12
Singapore	NORTON	T03/20665H	23/12/2003	12
Singapore	NORTON	T03/20666F	23/12/2003	25
Slovakia	NORTON (stylised)	662928	20/03/1996	04, 07, 09, 12, 25, 26
South Africa	NORTON	98/6948	28/04/1998	12

Country	Mark	Number	Date	Class
South Africa	NORTON	98/6949	28/04/1998	25
Spain	NORTON (stylised)	584968	16/04/1992	12, 25
Spain	NORTON (stylised)	622217	24/02/1994	04, 07, 09, 12, 14, 18, 25, 26
Switzerland	NORTON (stylised)	584968	16/04/1992	12, 25
Switzerland	NORTON (stylised)	622217	24/02/1994	04, 07, 09, 12, 14, 18, 25, 26
Taiwan	NORTON	00861552	01/08/1999	12
Taiwan	NORTON	852339	16/05/1999	25
Thailand	NORTON	Kor198166	29/01/2003	12
Turkey	NORTON	200547139	01/11/2005	12, 25
Turkey	NORTON	199048	04/05/1998	12, 25
United States of America	COMMANDO	3230384	26/06/2002	12
United States of America	COMMANDO	3391758	14/08/2003	12
United States of America	DOMINATOR	3303306	05/03/2002	12
United States of America	NORTON	2525318	22/02/1994	12
United States of America	NORTON	3307664	27/09/2000	12
United States of America	NORTON (Stylised)	2084188	01/04/1991	09
United States of America	NORTON (Stylised)	3145777	07/04/1998	12

Country	Mark	Number	Date	Class
United States of America	NORTON (Stylised)	2836783	07/04/1998	12, 25
Venezuela	NORTON	P215720	17/09/1998	12
Venezuela	NORTON	9817377	17/09/1998	25

Part 3
Registered Trade Marks Recorded in the name of Norton Motorcycles (UK) Limited

Country	Mark	Number	Date	Class
UK	NORTON/Norton (stylised - series of two marks)	UK00001459204	22/03/1991	12
UK	NORTON (stylised word mark)	UK00001481735	06/11/1991	14
UK	NORTON/Norton (stylised - series of two marks)	UK00001481736	06/11/1991	25
UK	DOMIRACER	UK00002406210	10/11/2005	12
UK	NORTON	UK00002445447	01/02/2007	12, 18
UK	NORTON 30M	UK00002508992	18/02/2009	12
UK	NORTON	UK0002150309A	03/11/1997	9, 12, 18, 25
UK	NORTON (stylised)	UK0002150309B	03/11/1997	9, 12, 14, 18, 25

Schedule B**NMI IP****Trade Marks Registered in the Name of Norton Motors International, Inc.**

Country	Mark	Number	Date	Class
Ecuador	NORTON	91023 8375-00	30/11/2000	25
Ecuador	NORTON	91022 8374-00	30/11/2000	12
Malaysia	NORTON	98009332	11/08/2005	25
Peru	NORTON	P0051323 (191867 2003 (2003 191867)) (70610-1998 (1998- 070610))	28/12/1998	12
Venezuela	NORTON	P215720 (1998 017376)	17/09/1998	12
Venezuela	NORTON	9817377	17/09/1998	25

Schedule C

Identified IP Contracts and Excluded IP Contracts

Part 1: Identified IP Contracts

No.	Original Norton Entity	Current Norton Entity	Counterparty	Date	Title
1.	Norton Motorsports, Inc. & Norton America LLC	Norton Motorcycles (UK) Ltd	Molnar Precision Ltd	21 December 2004	Licence and Co-Existence Agreement (MANX)
2.	Norton America LLC	Norton America LLC	Bilaktiebolaget Atlas	31 May 2005	Co-existence Agreement (ATLAS)
3.	The Norvil Motorcycle Company	[Norton Motorcycles (UK) Ltd (?)]	DaimlerChrysler Corporation	18 March 2004 (incorporating a 5 November 1997 agreement between the parties)	Consent and Co-existence Agreement (COMMANDO)
4.	[Norton Motorcycles (UK) Ltd and Norton America LLC	Norton Motorcycles (UK) Ltd and Norton America LLC	Leslie John Emery AND Susan Miriam Emery, (both doing business as FAIR SPARES) AND The Norvil Motorcycle Co Limited	[*]	Licence Agreement
5.	Norton Motorsports, Inc.	Norton Motorcycles (UK) Limited	Norton Villiers Limited	1 May 2006	Licence Agreement
6.	Norton Motorsports Inc.	Assigned to Norton Motorcycles (UK) Limited in 2008	Andover Norton International Limited	25 November 2003	Licence Agreement

No.	Original Norton Entity	Current Norton Entity	Counterparty	Date	Title
7.	Norton America LLC	Assigned to Norton Motorcycles (UK) Limited in 2008	Norton Motors (Deutschland) GmbH / Joachim Seifert ("NMD")	30 December 2002	Licence Agreement
8.	Granted by NMD and assigned to Norton America LLC	Assigned to Norton Motorcycles (UK) Limited in 2008	Vintage Motor Cycle Club Ltd	1 October 1996	Licence Agreement
9.	Granted by NMD and assigned to Norton America LLC	Assigned to Norton Motorcycles (UK) Limited in 2008	Motorrad-Ball	9 October 2001	Licence Agreement
10.	Granted by NMD and assigned to Norton America LLC	Assigned to Norton Motorcycles (UK) Limited in 2008	Jacek Jazwierski	6 May 2002	Licence Agreement
11.	Norton Motorcycles (UK) Ltd	Norton Motorcycles (UK) Ltd	Ricardo UK Limited	First Proposal: 7 April 2016 Second Proposal: 20 May 2016	First Proposal and Second Proposal with Ricardo standard terms and conditions for supply of services
12.	Norton Motorcycles (UK) Ltd	Norton Motorcycles (UK) Ltd	Ricardo Vepro Ltd EPM Technology Ltd	1 November 2016	Collaboration Agreement
13.	Norton America LLC	Norton America LLC	Commando LLC	11 October 2017	Co-existence agreement
14.	Norton America LLC	Norton America LLC	Tiffany and Company	20 March 2019	Settlement agreement

Part 2: Excluded IP Contracts

No.	Original Norton Entity	Current Norton Entity	Counterparty	Date	Title
1.	Norton Motorcycles (UK) Ltd	Norton Motorcycles (UK) Ltd	Chongqing Zongshen Engine Manufacture Co., Ltd	13 January 2020 (supplement to 22 May 2017 agreement)	Supplementary Agreement (to Design and Licence Agreement)
2.	Norton Motorcycles (UK) Ltd	Norton Motorcycles (UK) Ltd	Chongqing Zongshen Engine Manufacture Co., Ltd	22 May 2017	Design and Licence Agreement
3.	Norton Motorcycles (UK) Ltd	Norton Motorcycles (UK) Ltd	Penso Consulting Ltd	12 December 2017	Collaboration Agreement
4.	Norton America LLC	Norton America LLC	Pepe Jeans S.L.	10 April 2015	Licence Agreement