

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chelsea Football Club Limited		06/30/2020	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Chelsea Digital Ventures Limited		
Street Address:	Stamford Bridge Ground,		
Internal Address:	Fulham Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW6 1HS		
Entity Type:	Llimited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88778487	PERFECT PLAY	
Serial Number:	88756368	BLUE FUEL	
Serial Number:	88775721	CHELSEA BLUE FUEL	
Serial Number:	88574713	C-SCORE	
Serial Number:	88775719	CHELSEA C-SCORE	
Serial Number:	88792679	FOOTWORK	
Serial Number:	88792674	CHELSEA FOOTWORK	
Serial Number:	88566132	PERFECT PLAY	
Serial Number:	88775716	CHELSEA PERFECT PLAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026637271		
Email:	thomas.brooke@hkllaw.com		
Correspondent Name:	Thomas W. Brooke		
Address Line 1:	c/o Holland & Knight LLP, 800 17th St NW		
Address Line 2:	Suite 1100		

OP \$240.00 88778487

Address Line 4: Washington, D.C. 20006

DOMESTIC REPRESENTATIVE

Name: Thomas W. Brooke

Address Line 1: c/o Holland & Knight LLP, 800 17th St NW

Address Line 2: Suite 1100

Address Line 4: Washington, VIRGINIA 20006

NAME OF SUBMITTER: Thomas W. Brooke

SIGNATURE: /Thomas W. Brooke/

DATE SIGNED: 07/02/2020

Total Attachments: 7

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CHELSEA FOOTBALL CLUB LIMITED (1)

and

**CHELSEA DIGITAL VENTURES (2)
LIMITED**

DEED OF ASSIGNMENT

PARTIES:

- (1) **CHELSEA FOOTBALL CLUB LIMITED** incorporated and registered in the United Kingdom with company number 01965149 whose registered office is at Stamford Bridge Ground, Fulham Road, London, SW6 1HS (the “**Assignor**”); and
- (2) **CHELSEA DIGITAL VENTURES LIMITED** incorporated and registered in the United Kingdom with company number 11630296 whose registered office is at Stamford Bridge Ground, Fulham Road, London, SW6 1HS (the “**Assignee**”),

each a “**Party**” and together the “**Parties**”.

IT IS AGREED THAT:

BACKGROUND

(A) The Assignor is the proprietor of the registered and pending trade marks set out in the Schedule to this Deed (the Trade Marks)

(B) The Parties acknowledge and agree that the Assignee should be the proprietor of the Trade Marks and, as such, the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Deed.

1 ASSIGNMENT

1.1 The Assignor hereby, with effect from the date of delivery of this Deed as set out below assigns to the Assignee with full title guarantee all its right, title and interest in and to the Trade Marks, together with the goodwill attaching to the Trade Marks but without any other goodwill whatsoever, together with the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages or profits recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this Deed.

2 VAT

2.1 All payments made by the Assignee under this Deed are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply.

3 FURTHER ASSURANCE

3.1 The Assignor shall at the direction and expense of the Assignee promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

4 THIRD PARTIES

4.1 This Deed does not create any rights enforceable by any person not a party to it.

5 ENTIRE AGREEMENT

5.1 This Deed and the Main Agreement together contain the entire agreement of the Parties with respect to the subject matter of this Deed and cancel and supersedes all prior agreements between the Parties and prior representations made by either Party, whether oral or written relating to the

subject matter of this Deed. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Deed.

5.2 Each Party agrees that, in agreeing to enter into this Deed, it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of the other Party at any time before the signature of this Deed.

5.3 Each Party waives all rights and remedies which, but for Clause 5.2, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.

6 GOVERNING LAW & JURISDICTION

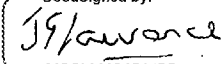
6.1 This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

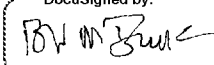
This document has been executed as a deed and is delivered and takes effect on the latest date set out below.

Executed as a deed on
30 June 2020
..... by **CHELSEA
FOOTBALL CLUB LIMITED**, acting by

Guy Laurence
.....,
a director, and

Bruce M Buck
....., a director

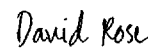
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.....
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Director

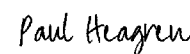
DocuSigned by:

.....
7746736CD24642F...
Director

Executed as a deed on
30 June 2020
..... by **CHELSEA
DIGITAL VENTURES LIMITED**, acting by

David Rose
.....,
a director, and

Paul Heagren
....., its company secretary

DocuSigned by:

.....
52FA07B45F194B5...
Director





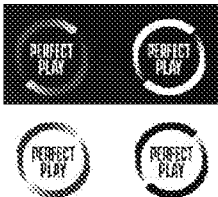
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.....
7E337E083FCA483...
Secretary

THE SCHEDULE**TRADE MARKS****Part 1****Registered trade marks**

Country	Trade Mark	Classes	Application Date	Registration Date	Registration No.
EUTM	BLUE FUEL	5, 30, 32, 41	26 September 2018	6 March 2019	017961959
United Kingdom	PERFECT PLAY	9, 41	1 August 2019	22 November 2019	3418291

Part 2**Trade mark applications**

Country	Trade Mark	Classes	Application Date	Application No.
Australia	BLUE FUEL	5, 30, 32, 41	13 January 2020	2062351
Canada	BLUE FUEL	5, 30, 32, 41	10 January 2020	2005691
United States of America	BLUE FUEL	5, 30, 32, 41	13 January 2020	88756368
Australia	CHELSEA BLUE FUEL	5, 30, 32, 41	29 January 2020	2065196
Canada	CHELSEA BLUE FUEL	5, 30, 32, 41	24 January 2020	2007993
EUTM	CHELSEA BLUE FUEL	5, 30, 32, 41	23 January 2020	018186882
United Kingdom	CHELSEA BLUE FUEL	5, 30, 32, 41	23 January 2020	UK00003460675
United States of America	CHELSEA BLUE FUEL	5, 30, 32, 41	28 January 2020	88775721
Australia	C-SCORE	9, 10, 28, 41, 44	6 August 2019	2028081
China	C-SCORE	9	6 August 2019	40152019
China	C-SCORE	10	6 August 2019	40152018
China	C-SCORE	28	6 August 2019	40152017
China	C-SCORE	41	6 August 2019	40152016
China	C-SCORE	44	6 August 2019	40152015
EUTM	C-SCORE	9, 10, 28, 41, 44	19 February 2019	018024536
United Kingdom	C-SCORE	9, 10, 28, 41, 44	1 August 2019	UK00003418290
United States of America	C-SCORE	9, 10, 28, 41, 44	12 August 2019	88574713
Australia	CHELSEA C-SCORE	9, 10, 28, 41, 44	29 January 2020	2065175
China	CHELSEA C-SCORE	9	04 February 2020	TBC
China	CHELSEA C-SCORE	10	04 February 2020	TBC
China	CHELSEA C-SCORE	28	04 February 2020	TBC
China	CHELSEA C-SCORE	41	04 February 2020	TBC
China	CHELSEA C-SCORE	44	04 February 2020	TBC
EUTM	CHELSEA C-SCORE	9, 10, 28, 41, 44	23 January 2020	018186885
United Kingdom	CHELSEA C-SCORE	9, 10, 28, 41, 44	23 January 2020	UK00003460678
United States of America	CHELSEA C-SCORE	9, 10, 28, 41, 44	28 January 2020	88775719
China	FOOTWORK	9	24 February 2020	TBC
China	FOOTWORK	28	24 February 2020	TBC
China	FOOTWORK	38	24 February 2020	TBC
China	FOOTWORK	41	24 February 2020	TBC
EUTM	FOOTWORK	9, 28, 38, 41	05 February 2020	018192775
United Kingdom	FOOTWORK	9, 28, 38, 41	05 February 2020	UK00003464234

Country	Trade Mark	Classes	Application Date	Application No.
United States of America	FOOTWORK	9, 28, 38, 41	11 February 2020	88792679
China	CHELSEA FOOTWORK	9	24 February 2020	TBC
China	CHELSEA FOOTWORK	28	24 February 2020	TBC
China	CHELSEA FOOTWORK	38	24 February 2020	TBC
China	CHELSEA FOOTWORK	41	24 February 2020	TBC
EUTM	CHELSEA FOOTWORK	9, 28, 38, 41	05 February 2020	018192774
United Kingdom	CHELSEA FOOTWORK	9, 28, 38, 41	05 February 2020	UK00003464229
United States of America	CHELSEA FOOTWORK	9, 28, 38, 41	11 February 2020	88792679
EUTM	MIMIC	9, 38, 41	26 September 2018	017961955
Australia	PERFECT PLAY	9, 41	5 August 2019	2027988
China	PERFECT PLAY	9	6 August 2019	40152014
China	PERFECT PLAY	41	6 August 2019	40152013
EUTM	PERFECT PLAY	9, 41	6 February 2019	018019405
United States of America	PERFECT PLAY	9, 41	4 August 2019	88566132
Australia		9, 41	30 January 2020	2065775
China		9	04 February 2020	TBC
China		41	04 February 2020	TBC
EUTM		9, 41	29 January 2020	018189780
United Kingdom		9, 41	29 January 2020	UK00003462254

Country	Trade Mark	Classes	Application Date	Application No.
United States of America		9, 41	30 January 2020	88778487
Australia	CHELSEA PERFECT PLAY	9, 41	29 January 2020	2065210
China	CHELSEA PERFECT PLAY	9	04 February 2020	TBC
China	CHELSEA PERFECT PLAY	41	04 February 2020	TBC
EUTM	CHELSEA PERFECT PLAY	9, 41	23 January 2020	018186884
United Kingdom	CHELSEA PERFECT PLAY	9, 41	23 January 2020	UK00003460673
United States of America	CHELSEA PERFECT PLAY	9, 41	28 January 2020	88775716