

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOP SHOP / TOP MAN LIMITED		02/04/2021	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ASOS HOLDINGS LIMITED		
Street Address:	Greater London House		
Internal Address:	Hampstead Road		
City:	London		
State/Country:	ENGLAND		
Postal Code:	NW1 7FB		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3673939	FREEDOM AT TOPSHOP	
Registration Number:	3195789	MOTO	
Registration Number:	3610946	MOTO	
Registration Number:	3288834	TM DESIGN	
Registration Number:	3298013	TOP MAN	
Registration Number:	3260750	TOP MAN	
Registration Number:	3524207	TOP SHOP	
Registration Number:	3524208	TOP SHOP	
Registration Number:	3609997	TOPMAN	
Registration Number:	3512414	TOPMAN	
Registration Number:	3492560	TOPMAN	
Registration Number:	3706194	TOPMAN	
Registration Number:	3492561	TOPMAN	
Registration Number:	3499038	TOPMAN	
Registration Number:	5897519	TOPSHOP	
Registration Number:	3237860	TOPSHOP	
Registration Number:	3552730	TOPSHOP	
Registration Number:	3655345	TOPSHOP	
TRADEMARK			

OP \$515.00 3673939

Property Type	Number	Word Mark
Registration Number:	4420216	TOPSHOP
Registration Number:	3810903	TOPSHOP

CORRESPONDENCE DATA

Fax Number: 2122925391
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.
Phone: 2122925390
Email: mail@ipcounselors.com
Correspondent Name: EPSTEIN DRANGEL LLP
Address Line 1: 60 EAST 42ND STREET
Address Line 2: SUITE 2520
Address Line 4: NEW YORK, NEW YORK 10165

DOMESTIC REPRESENTATIVE

Name: EPSTEIN DRANGEL LLP
Address Line 1: 60 EAST 42ND STREET
Address Line 2: SUITE 2520
Address Line 4: NEW YORK, NEW YORK 10165

NAME OF SUBMITTER:	WILLIAM C. WRIGHT
SIGNATURE:	/WILLIAM C. WRIGHT/
DATE SIGNED:	04/17/2021

Total Attachments: 30

- source=US - IP Assignment Deed dated 4 February 2021 (with Schedule) REDACTED(3) (1)#page1.tif
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4 February 2021

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

BURTON TRADING LIMITED
(in administration)

MISS SELFRIDGE RETAIL LIMITED
(in administration)

TOP SHOP / TOP MAN LIMITED
(in administration)

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

The BTL Joint Administrators

The MSRL Joint Administrators







The TSTML Joint Administrators

[REDACTED]

ASOS HOLDINGS LIMITED

IP ASSIGNMENT DEED

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PARTIES

■ [REDACTED]

■ [REDACTED]

(3) **BURTON TRADING LIMITED** (in administration) (company number 08907182) whose registered address is at c/o Deloitte LLP, 4 Brindleyplace, Birmingham, B1 2HZ, acting by the BTL Joint Administrators (who are acting as agent of Burton Trading Limited (in administration) and without personal liability) (*BTL*);

(4) **MISS SELFRIDGE RETAIL LIMITED** (in administration) (company number 04251393) whose registered address is at c/o Deloitte LLP, 4 Brindleyplace, Birmingham, B1 2HZ, acting by the MSRL Joint Administrators (who are acting as agent of Miss Selfridge Retail Limited (in administration) and without personal liability) (*MSRL*);

(5) **TOP SHOP / TOP MAN LIMITED** (in administration) (company number 02317752) whose registered address is at c/o Deloitte LLP, 4 Brindleyplace, Birmingham, B1 2HZ, acting by the TSTML Joint Administrators (who are acting as agent of Top Shop / Top Man Limited (in administration) and without personal liability) (*TSTML*);

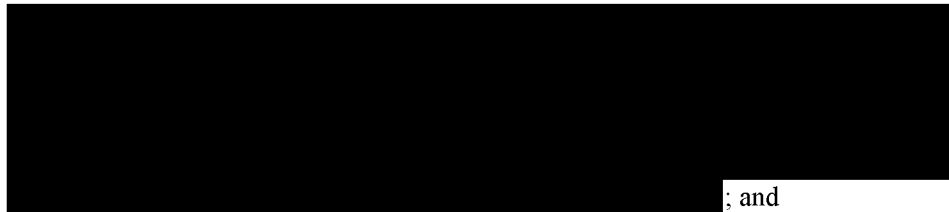
■ [REDACTED]

(together, the *Assignors*, and the *Assignor* means any one of them);

■ [REDACTED]

■ [REDACTED]

- (9) **MATTHEW SMITH, DANIEL BUTTERS and GAVIN MAHER** in their capacity as joint administrators of BTL (acting as agent of BTL, without personal liability) (the *BTL Joint Administrators*, which expression shall also be read as referring, where the context permits, to any additional or successor administrator or liquidator of BTL and their respective firms or future firms, employees, agents, advisors, fellow members, partners and personal representatives);
- (10) **MATTHEW SMITH, DANIEL BUTTERS and GAVIN MAHER** in their capacity as joint administrators of MSRL (acting as agent of MSRL, without personal liability) (the *MSRL Joint Administrators*, which expression shall also be read as referring, where the context permits, to any additional or successor administrator or liquidator of MSRL and their respective firms or future firms, employees, agents, advisors, fellow members, partners and personal representatives);
- (11) **MATTHEW SMITH, DANIEL BUTTERS and GAVIN MAHER** in their capacity as joint administrators of TSTML (acting as agent of TSTML, without personal liability) (the *TSTML Joint Administrators*, which expression shall also be read as referring, where the context permits, to any additional or successor administrator or liquidator of TSTML and their respective firms or future firms, employees, agents, advisors, fellow members, partners and personal representatives);



; and

- (13) **ASOS HOLDINGS LIMITED** (company number 13166425) whose registered address is at Greater London House, Hampstead Road, London, England, NW1 7FB (the *Assignee*),

(each a *party* and together, the *parties*)

Words and expressions used in this Deed shall be interpreted in accordance with Schedule 7 (*Definitions and Interpretation*).

WHEREAS:

- (A) On 30 November 2020, the Assignors entered into administration by order of the court and the Joint Administrators were appointed joint administrators of the Assignors.
- (B) This Deed is entered into pursuant to an asset purchase agreement between the Assignors, Joint Administrators and the Assignee dated on or around the date of this Deed (the *Asset Purchase Agreement*).

IT IS AGREED:

1. Assignment

- 1.1 Pursuant to the Asset Purchase Agreement, each Assignor hereby assigns, with effect from Closing, to the Assignee, on an “as is” basis such right, title and interest (if any) as each Assignor may have at Closing in and to the Rights, including:

- (a) all statutory and common law rights attaching to the Rights, including trade mark-related goodwill; and
- (b) all rights, privileges and advantages, claims, demands and rights of action, including the right to sue (and to retain damages recovered) in respect of any infringement or unauthorised use of the Rights that may have occurred prior to, and on or after the date of this Deed.

2. Legal Relationship

Nothing in this Deed shall constitute a partnership between the parties nor make either party the agent of the other party for any purpose.

3. Costs

- 3.1 Subject to clause 3.3 and except as otherwise provided in this Deed or the Asset Purchase Agreement (the terms of which shall govern the liability of the parties for tax arising pursuant to this Deed), each party shall pay its own Costs (including those of its Affiliates) incurred in connection with negotiating, preparing and completing this Deed.
- 3.2 The Assignee shall (or shall procure that its Affiliates shall) pay all stamp, notarisation fees or other documentary or transaction duties, stamp duty reserve tax, stamp duty land tax and any other registration or transfer taxes arising under or in connection with this Deed or any of the transactions contemplated hereunder.
- 3.3 Where under the terms of this Deed any of the Assignors and/or the Joint Administrators have agreed to take action at the Assignee's expense, the Assignee shall pay the fees and expenses (including legal expenses) of the relevant Assignor and the Joint Administrators on an indemnity basis, and no Assignor nor the Joint Administrators shall be obliged to take any action unless the Assignee has (if so requested by any Assignor and/or the Joint Administrators) transferred to the relevant Assignor(s) and/or the Joint Administrators funds on account of such fees and expenses to the satisfaction of the relevant Assignor(s) and the Joint Administrators.

4. Exclusion of Joint Administrators' Liability

- 4.1 The Joint Administrators have entered into and signed this Deed as agents for and on behalf of the relevant Assignor and neither they nor their firm, future firm, partners, employees, advisers, representatives or agents shall incur any personal liability whatsoever in respect of any of the obligations undertaken by an Assignor, or in respect of any failure on the part of an Assignor to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any document or assurance made pursuant to or in connection with this Deed. The Joint Administrators are party to this Deed in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Deed.
- 4.2 Any right of the Joint Administrators under this Deed, shall also be for the benefit of, and shall be exercisable by, any subsequent or additional administrator, liquidator or other insolvency officeholder appointed from time to time in respect of any Assignor and each of their respective firms or future firm's partners, fellow members, employees, advisers, representatives or agents (each a *Subsequent Appointee*) and so that, as

regards any Subsequent Appointee, the relevant clause shall apply mutatis mutandis so that references to the Joint Administrators shall be treated as references to such Subsequent Appointee.

- 4.3 No liability of the Assignors which arises in any way and to any party (whether a party to this Deed or not) under or pursuant to this Deed shall comprise a liability falling within any of the sub-paragraphs of paragraph 99 of Schedule B1 or otherwise (including any right to rank as an expense of the administration pursuant to rule 3.50 of the Insolvency (England and Wales) Rules 2016) and the Assignee expressly waives any charge on any assets in the administration of any Assignor or any right to priority payment from those assets pursuant to paragraph 99 of Schedule B1, rule 3.50 or otherwise. Where the Assignee receives any funds in respect of such paragraph, which relate to the terms of this Deed, the Assignee shall hold such funds on trust for the relevant Assignor and account to the relevant Assignor for them immediately.
- 4.4 The provisions of this clause 4 shall continue for the benefit of the Joint Administrators or any Subsequent Appointee, notwithstanding the fact that the Joint Administrators or any Subsequent Appointee may cease to act as officeholder in respect of an Assignor.

5. Conflict with Other Agreements

If there is any conflict between the terms of this Deed and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

6. Whole Agreement

- 6.1 This Deed and the other Transaction Documents together set out the whole agreement between the parties in respect of the subject matter of this Deed and supersede any previous draft, agreement, arrangement or understanding between them, whether in writing or not, relating to its subject matter. In particular:
- (a) no party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other party (or any of its Connected Persons) in relation to the subject matter of this Deed that is not expressly set out in this Deed or any other Transaction Document;
 - (b) every term or condition implied by law in any jurisdiction in relation to the subject matter of this Deed is excluded to the fullest extent possible and, to the extent that it is not possible to exclude any term or condition of that description, each party irrevocably waives any right or remedy in respect of it;
 - (c) except for any liability in respect of a breach of this Deed or any other Transaction Document, no party (nor any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to the other party (or its respective Connected Persons) in relation to the subject matter of this Deed; and
 - (d) the only right or remedy of a party in relation to any provision of this Deed shall be for breach of the Deed.
- 6.2 Nothing in clause 6.1 shall limit any liability for fraud or fraudulent misrepresentation.

6.3 Each party agrees to the terms of this clause 6 on its own behalf and as agent for each of its Connected Persons.

7. Waivers, Rights and Remedies

7.1 No failure to exercise, or delay on the part of any party in exercising, any right or remedy under this Deed or provided by law shall affect that right or remedy or operate as a waiver or variation of the right or remedy. The single or partial exercise of any right or remedy on the part of any party under this Deed or provided by law shall not preclude any further exercise of it or the exercise of any other remedy on the part of any party.

8. Counterparts

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.

9. Variations

9.1 No amendment of this Deed shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it. If this Deed is varied, the variation shall not constitute a general waiver of any provisions of this Deed; the variation shall not affect any rights, obligations or liabilities under this Deed that have already accrued up to the date of variation and the rights and obligations of the parties under this Deed shall remain in force, except as, and only to the extent that, they are varied.

10. Invalid Terms

10.1 Each of the provisions of this Deed is severable.

10.2 If and to the extent that any provision of this Deed:

- (a) is held to be, or becomes, invalid or unenforceable under the law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Deed, nor the validity or enforceability of that provision under the law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause 10.2.

10.3 The parties shall negotiate in good faith to amend or replace any invalid, void or unenforceable provision with a valid, binding and enforceable substitute provision or provisions, so that, after the amendment or replacement, the commercial effect of the Deed is as close as possible to the effect it would have had if the relevant provision had not been invalid, void or unenforceable.

11. Third Party Enforcement Rights

11.1 Each of the following shall have the right to enforce this Deed by reason of the Contracts (Rights of Third Parties) Act 1999:

- (a) any Subsequent Appointee;
- (b) each Joint Administrator; and
- (c) in respect of clause 6 only and the provisions of this Deed to which it applies, the Connected Persons specified in clause 6.

This right is subject to:

- (i) the rights of the parties to amend or vary this Deed without the consent of any Connected Persons or any Subsequent Appointee; and
- (ii) the other terms and conditions of this Deed.

11.2 Notwithstanding that this Deed is signed by one of the Joint Administrators only, the parties hereby expressly agree that the benefit of the releases and indemnities, and in particular clause 4 for the Joint Administrators shall accrue to all the Joint Administrators.

11.3 Except as provided in clause 11.1 and clause 11.2, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

12. Further assurances

12.1 Clauses 18.8 to 18.11 (inclusive) (*Further Assurances*) of the Asset Purchase Agreement shall apply to this Deed and are hereby incorporated by reference.

13. Governing law and jurisdiction

13.1 This Deed and any non-contractual obligations arising out of, or in connection with, it shall be governed by, and interpreted in accordance with, English law.

13.2 The English courts shall have exclusive jurisdiction in relation to all Disputes. For these purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of that jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by an English court exercising jurisdiction pursuant to this clause 13.

This IP Assignment Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 4
Trade Marks

Schedule 9 Owned IP

Part D Trade Mark Rights

1. Topshop and Topman

Country	National/R Designatio n	Trade Mark	Image	Owner	Local Register	Class 5	App No App Date	Reg No Reg Date	Status	Next Renewal Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Country	National/IR Designation	Trade Mark	Image	Owner	Local Register	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Date
United States	National	FREEDOM AT TOPSHOP		Top Shop/Top Man Limited	Top Shop/Top Man Limited	(14) (26)	77/440540 - 04/04/2008	3673939 - 25/08/2009	Registered	25/08/2029

Country	National/IR Designation	Trade Mark	Image	Owner	Local Register	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Date
United States	National	MOTO		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(18) (25)	78631864 - 17/05/2005	3195789 - 09/01/2007	Registered	09/01/2027
United States	National	moto stylised		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(18) (25)	77284200 - 20/09/2007	3610946 - 28/04/2009	Registered	28/04/2029
United States	National	TM DESIGN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(25)	78703994 - 31/08/2005	3288834 - 04/09/2007	Registered	04/09/2027
United States	National	TOP MAN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(25)	78936634 - 25/07/2006	3298013 - 25/09/2007	Registered	25/09/2027
United States	National	TOP MAN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(35)	78936635 - 25/07/2006	3260750 - 10/07/2007	Registered	10/07/2027
United States	National	TOP SHOP		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(09)	78631856 - 17/05/2005	3524207 - 28/10/2008	Registered	28/10/2028
United States	National	TOP SHOP		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(14)	78631857 - 17/05/2005	3524208 - 28/10/2008	Registered	28/10/2028
United States	National	TOPMAN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(14)	77414642 - 06/03/2008	3609997 - 21/04/2009	Registered	21/04/2029

TRADEMARK
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Country	National/IR Designation	Trade Mark	Image	Owner	Local Register	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Due
United States	National	TOPMAN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(25)	77441331 - 07/04/2008	3612414 - 07/10/2008	Registered	07/10/2028
United States	National	TOPMAN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(35)	77442348 - 08/04/2008	3492560 - 26/08/2008	Registered	26/08/2028
United States	National	TOPMAN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(35)	77442345 - 08/04/2008	3706194 - 03/11/2009	Registered	03/11/2029
United States	National	TOPMAN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(18)	77447319 - 14/04/2008	3492561 - 26/08/2008	Registered	26/08/2028
United States	National	TOPMAN		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(25)	77447327 - 14/04/2008	3499038 - 09/09/2008	Registered	09/09/2028
United States	National	TOPSHOP		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(35)	87124919 - 02/08/2016	5897519 - 29/10/2019	Registered	29/10/2029
United States	National	TOPSHOP		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(25)	78190311 - 02/12/2002	3237860 - 01/05/2007	Registered	01/05/2027
United States	National	TOPSHOP		Top Shop/To p Man Limited	Top Shop/Top Man Limited	(18)	77301420 - 11/10/2007	3552730 - 30/12/2008	Registered	30/12/2028

TRADEMARK
REEL: 007260 FRAME: 0016

Country	National/IR Designation	Trade Mark	Image	Owner	Local Register	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Date
United States	National	TOPSHOP		Top Shop/Top Man Limited	Top Shop/Top Man Limited	(18)	71217521 - 12/09/2007	3655345 - 14/07/2009	Registered	14/07/2029
United States	National	TOPSHOP		Top Shop/Top Man Limited	Top Shop/Top Man Limited	(35)	78631860 - 17/05/2005	4420216 - 22/10/2013	Registered	22/10/2023
United States	National	TOPSHOP		Top Shop/Top Man Limited	Top Shop/Top Man Limited	(25)	78631859 - 17/05/2005	3810903 - 29/06/2010	Registered	29/06/2030

Country	National/IR Designation	Trade Mark	Image	Owner	Local Register	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Date
United States	IR Designation	TOPSHOP		Top Shop/Top Man Limited	Top Shop/Top Man Limited	(03)	1046913 - 15/02/2010	1046913 - 26/07/2011	Registered	15/02/2030

TRADEMARK

Country	National/IR Designation	Trade Mark	Image	Owner	Local Register	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Date
United States	IR Designation	TOPSHOP		Top Shop/Top Man Limited	Top Shop/Top Man Limited	(04) (08) (11) (16) (20) (21) (24) (27)	1351292 - 04/11/2016	1351292 - 09/04/2019	Registered	04/11/2026
United States	IR Designation	CONSIDERED		Top Shop/Top Man Limited	Top Shop/Top Man Limited	(18) (25)	1511904 - 13/11/2019	1511904	Provisional Refusal	13/11/2029


Country	National/IR Designation	Trade Mark	Image	Owner	Local Register	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Due
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TRADEMARK
REEL: 007260 FRAME: 0020

2. Miss Selfridge

Country	National/IR Designation	Trade Mark	Image	Owner	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Due
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

3. HIIT

Country	National/R Designation	Trade Mark	Image	Owner	Local Registrant	Classes	App No App Date	Reg No Reg Date	Status	Next Renewal Due
United States	National	HIIT + device		Burton Trading Limited	Burton Trading Limited	(25) (35)	87743450 - 04/01/2018	5688765 - 05/03/2019	Registered	05/03/2029

Schedule 7

Definitions and Interpretation

1. **Definitions.** In this Deed, the following words and expressions shall have the following meanings:

Affiliate, in relation to any party, means any Subsidiary or Parent Company of that party and any Subsidiary of that Parent Company, in each case from time to time;

Asset Purchase Agreement is defined in Recital (B);

Assignors Group means any Assignor and its Affiliates from time to time;

Branded Mobile Applications means the branded mobile applications set out in Schedule 6 (*Branded Mobile Applications*);

Business Day means a day other than a Saturday or Sunday or public holiday in England and Wales, on which banks are open in London for general commercial business;

Connected Persons means, in relation to a party, any Affiliate of that party and any officer, employee, agent, adviser or representative of that party or any of its Affiliates, in each case, from time to time;

Costs means out-of-pocket costs (including reasonable legal costs) and expenses (including taxation), in each case of any nature whatsoever, but shall not include, for the avoidance of doubt, Management time or the time of the Joint Administrators (or any of them) in executing any transfer documentation or related documentation that is executed by any of them pursuant to this Deed in order to effect the transfer of the Rights to the Assignee under this Deed provided that such documentation has been prepared by the Assignee, and Cost shall be interpreted accordingly;

Dispute means a dispute arising between the parties out of or in connection with this Deed, including disputes arising out of or in connection with:

- (a) the creation, validity, effect, interpretation, performance or non-performance of, termination, or the legal relationships established by, this Deed;
- (b) claims for set-off and counterclaims; and
- (c) any non-contractual obligations arising out of or in connection with this Deed;

Domain Names means the domain names listed in Schedule 1 (*Domain Names*);

Intellectual Property Rights is defined in the Asset Purchase Agreement;

Joint Administrators means the AGL Joint Administrators and/or the AGBL Joint Administrators and/or the BTL Joint Administrators and/or the MSRL Joint Administrators and/or TSTML Joint Administrators and/or the TSTMWL Joint Administrators, as the context requires;

Management means members of the management team of the Assignors Group (but excluding, for the avoidance of doubt, the Joint Administrators and Deloitte LLP and its employees, partners and personal representatives);

Owned IP is defined in the Asset Purchase Agreement;

Parent Company means any company which holds a majority of the voting rights in another company, or which is a member of another company and has the right to appoint or remove a majority of its board of directors, or which is a member of another company and controls a majority of the voting rights in it under an agreement with other members, in each case whether directly or indirectly through one or more companies;

Registered Designs means the registered designs set out in Schedule 5 (*Registered Designs*);

Rights means the Owned IP, including, to the extent they are Owned IP, the Domain Names, Social Media Accounts, Unregistered Rights, Trade Marks, Registered Designs and the Intellectual Property Rights in the Branded Mobile Applications;

Social Media Accounts means the social media accounts or handles set out in Schedule 2 (*Social Media Accounts*);

Subsequent Appointee has the meaning given to it in clause 4.2;

Subsidiary and **Subsidiaries** means any company in relation to which another company is its Parent Company;

Trade Marks means the trade mark registrations and applications for registration set out in Schedule 4 (*Trade Marks*);

Transaction Documents means this Deed and the Asset Purchase Agreement;

Unregistered Rights means any unregistered Intellectual Property Rights in the categories of assets listed in the left-hand side column of the tables included in Schedule 3 (*Unregistered Rights*); and

Working Hours means 9.30am to 5.30pm in the relevant location on a Business Day.

2. **Interpretation.** In this Deed, unless the context requires otherwise:

- (a) references to a **person** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (in any case, whether or not it has separate legal personality);
- (b) references to a paragraph, clause or Schedule are to those of this Deed;
- (c) headings do not affect its interpretation;
- (d) the singular shall include the plural and vice versa, and references to one gender include all genders;
- (e) references to any English law legal term or concept shall, in respect of any jurisdiction other than England and Wales, be construed as references to the term or concept that most nearly corresponds to it in that jurisdiction;

- (f) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as merely illustrative and shall not limit the sense of the words preceding those terms;
- (g) a party may perform its obligations under this Deed itself or through its Affiliates, and in the latter case the party shall procure that the relevant Affiliates perform those obligations; and
- (h) references to a party using its reasonable endeavours shall mean that:
 - (i) the relevant party shall only be required to use its (or their) reasonable endeavours to perform the undertaking, commitment or obligation concerned within a reasonable period;
 - (ii) in determining whether an Assignor used its reasonable endeavours, there shall be taken into account the financial, technical, human and other assets and resources available to such Assignor from time to time, including in particular:
 - (A) the assets and other resources at the relevant time owned by and freely available to such Assignor to be used in the performance of such undertaking, commitment or obligation;
 - (B) the employees at the relevant time employed by such Assignor and available to be engaged in the performance of such undertaking, commitment or obligation;
 - (C) the extent to which third party agreements that were relied upon by such Assignor in the performance of any undertakings, commitments or obligations prior to the date of this Deed remain in force;
 - (D) the obligations of such Assignor, and the assets, resources and employees available to it, to perform its obligations under any other contracts and agreements to which it is a party;
 - (E) the impact of the COVID-19 pandemic including restrictions on the movement of people as a result of UK Government regulations and/or guidelines; and
 - (F) the fact that such Assignor is in administration and the then current status of such administration; and
 - (iii) no Assignor will be required to incur material expenditure in the performance of such undertaking, commitment or obligation.

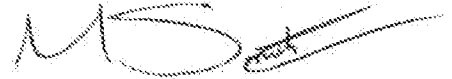
3. **Enactments.** Except as otherwise expressly provided in this Deed, any reference to an enactment (which includes any legislation in any jurisdiction) includes references to: (i) that enactment as amended, consolidated or re-enacted by or under any other enactment whenever made; (ii) any enactment that that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) whenever made under that enactment, as amended, consolidated or re-enacted as described at (i) or (ii), except to the extent that any of the matters referred to in (i) to

(iii) occurs on or after the date of this Deed and increases or alters the liability of a party under this Deed.

4. **Schedules.** The Schedules comprise schedules to this Deed and form part of this Deed.
5. **Inconsistencies.** If there is any inconsistency between any definition set out in this Schedule and a definition set out in any clause or any other Schedule, then, for the purposes of construing that clause or Schedule, the definition set out in that clause or Schedule shall prevail.

Executed as a deed by
BURTON TRADING LIMITED
(IN ADMINISTRATION)
acting by
MATTHEW DAVID SMITH,
one of its Joint Administrators,
under the powers conferred on him
by Schedule B1 to the Insolvency Act 1986
(acting as agent for Burton Trading
Limited (in administration) and without
personal liability

) SIGNATURE:



)
)
) NAME: **MATTHEW DAVID SMITH**

In the presence of:

Lynne Smith

Name of witness: LYNNE LOUISE SMITH

Address of witness: HARPENDEN, UK

.....
Occupation of witness: VOLUNTARY WORKER

Executed as a deed by
MISS SELFRIDGE RETAIL LIMITED
(IN ADMINISTRATION)

acting by

MATTHEW DAVID SMITH,

one of its Joint Administrators,

under the powers conferred on him

by Schedule B1 to the Insolvency Act 1986

(acting as agent for Miss Selfridge Retail

Limited (in administration) and without

personal liability

) SIGNATURE:



) NAME: MATTHEW DAVID SMITH

In the presence of:

Lynne Smith

Name of witness: LYNNE LOUISE SMITH

Address of witness: HARPENDEN, U.K.

.....
Occupation of witness: VOLUNTARY WORKER

Executed as a deed by
TOP SHOP / TOP MAN LIMITED
(IN ADMINISTRATION)
acting by
MATTHEW DAVID SMITH,
one of its Joint Administrators,
under the powers conferred on him
by Schedule B1 to the Insolvency Act 1986
(acting as agent for Top Shop / Top Man
Limited (in administration) and without
personal liability.

) SIGNATURE: 

) NAME: **MATTHEW DAVID SMITH**

In the presence of: *Lynne Smith*

Name of witness: *LYNNE...LOUISE...SMITH*

Address of witness: *HARPENDEN...UK.*

.....

Occupation of witness: *VOLUNTARY...WORKER*

Executed as a deed by

MATTHEW DAVID SMITH

for and on behalf of

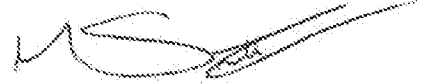
THE BTL JOINT ADMINISTRATORS

(without personal liability and solely

for the purpose of receiving the benefit of

the provisions of this Deed in their favour)

) SIGNATURE:



) NAME: **MATTHEW DAVID SMITH**

In the presence of: *Lynne Smith*

Name of witness: *LYNNE LOUISE SMITH*

Address of witness: *HARPENDEN, UK*

.....
Occupation of witness: *VOLUNTARY WORKER*

Executed as a deed by

MATTHEW DAVID SMITH

for and on behalf of

THE MSRL JOINT ADMINISTRATORS

(without personal liability and solely

for the purpose of receiving the benefit of

the provisions of this Deed in their favour)

) SIGNATURE:



) NAME: **MATTHEW DAVID SMITH**

In the presence of: *Lynne Smith*

Name of witness: *LYNNE LOUISE SMITH*

Address of witness: *HARPENDEN, UK.*

Occupation of witness: *VOLUNTARY WORKER*

Executed as a deed by

MATTHEW DAVID SMITH

for and on behalf of

THE TSTML JOINT ADMINISTRATORS

(without personal liability and solely

for the purpose of receiving the benefit of

the provisions of this Deed in their favour)

) SIGNATURE:



) NAME: **MATTHEW DAVID SMITH**

In the presence of: *Lynne Smith*

Name of witness: *LYNNE LOUISE SMITH*

Address of witness: *HARPENDEN, UK*

.....
Occupation of witness: *VOLUNTARY WORKER*

**Executed as a deed by
ASOS HOLDINGS LIMITED**
acting by two directors

)
) DocuSigned by:
) *Anna Suchopar*
)13092770875A44B.....
) Director
)
)
) DocuSigned by:
) *Mat Dunn*
)9D45B90FAE714E1.....
) Director
)