

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM666683

<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>
WENSLEYDALE DAIRY PRODUCTS LIMITED		07/30/2021	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DAIRY CREST LIMITED		
<b>Street Address:</b>	5 The Heights, Brooklands, Weybridge		
<b>City:</b>	Surrey		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	KT13 0NY		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6062914	THE YORKSHIRE CREAMERY	
<b>Registration Number:</b>	6137421	RED RASCAL	
<b>Registration Number:</b>	5670864	WENSLEYDALE CREAMERY	
<b>Registration Number:</b>	4799681	ROYAL VELVET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	todocketing@eversheds-sutherland.com		
<b>Correspondent Name:</b>	Cameron C. Murphy		
<b>Address Line 1:</b>	999 Peachtree St. NE		
<b>Address Line 2:</b>	SUITE 2300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Cameron C. Murphy		
<b>Address Line 1:</b>	999 Peachtree St. NE		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Cameron C. Murphy		

CH \$115.00 6062914

<b>SIGNATURE:</b>	/Cameron C. Murphy/
<b>DATE SIGNED:</b>	08/11/2021
<b>Total Attachments: 11</b> source=DairyCrest Limited - IP Assignment Agreement#page1.tif source=DairyCrest Limited - IP Assignment Agreement#page2.tif source=DairyCrest Limited - IP Assignment Agreement#page3.tif source=DairyCrest Limited - IP Assignment Agreement#page4.tif source=DairyCrest Limited - IP Assignment Agreement#page5.tif source=DairyCrest Limited - IP Assignment Agreement#page6.tif source=DairyCrest Limited - IP Assignment Agreement#page7.tif source=DairyCrest Limited - IP Assignment Agreement#page8.tif source=DairyCrest Limited - IP Assignment Agreement#page9.tif source=DairyCrest Limited - IP Assignment Agreement#page10.tif source=DairyCrest Limited - IP Assignment Agreement#page11.tif	

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**Dated:** 30 July 2021

- (1) WENSLEYDALE DAIRY PRODUCTS LIMITED
- (2) DAIRY CREST LIMITED

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

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**THIS DEED** is dated

30 July 2021

**BETWEEN**

- (1) **WENSLEYDALE DAIRY PRODUCTS LIMITED** (registered number 02735431) whose registered office is at The Creamery, Gayle Lane, Hawes, North Yorkshire, England DL8 3RN (the "**Assignor**"); and
- (2) **DAIRY CREST LIMITED** (registered number 02085882) whose registered office is at 5 The Heights, Brooklands, Weybridge, Surrey, England KT13 0NY (the "**Assignee**").

**BACKGROUND**

- (A) Prior to the Effective Date the Assignor has been, and is currently, the owner of the Assigned IP.
- (B) The Assignor has agreed to assign, to the Assignee, the Assigned IP on the terms set out in this assignment which shall be executed as a deed.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

the following words and expressions have the following meanings unless the context otherwise requires:

<b>"Assigned IP"</b>	means all Intellectual Property Rights owned by the Assignor in relation to the Business, including those listed at <b>Schedule 1</b> ;
<b>"Business"</b>	the business of manufacture, blending, packing, marketing, selling and distribution of cheeses, the operation of a visitor centre and the sale of associated retail products carried out by the Assignor immediately prior to the date of this Deed;
<b>"Business Day"</b>	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;
<b>"Domain Names"</b>	means the domain names listed at <b>Schedule 1</b> ;
<b>"Effective Date"</b>	the date of this Deed; and
<b>"Intellectual Property Rights"</b>	means all intellectual property rights of any nature, including without limitation, patents, rights to inventions, registered designs, copyright and related rights, service marks, trade marks and trade mark applications (and any goodwill subsisting in relation to them), business names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, domain names (including email addresses), database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or

equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

- 1.2 the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Deed;
- 1.3 the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa, as the context admits or requires;
- 1.4 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.5 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.6 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party;
- 1.7 references to a statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, orders, by-laws, directions and notices made pursuant to it whether made before or after the date of this Deed which are in force prior to the date of this Deed;
- 1.8 any reference in this Deed to a clause or Schedule is a reference to a clause or Schedule of this Deed and references in any Schedule to paragraphs relate to the paragraphs in that Schedule;
- 1.9 the Schedules form part of this Deed and will have the same force and effect as if expressly set out in the body of this Deed and any reference to this Deed will include the Schedules;
- 1.10 any reference to this Deed or any other agreement or document will be construed as a reference to this Deed or, as the case may be, that other agreement or document, as it may have been, or may from time to time be, amended, varied, supplemented, substituted, novated or assigned;
- 1.11 any reference to a "day" or a "Business Day" will mean a period of 24 hours running from midnight to midnight;
- 1.12 any references to "writing" or "written" includes references to any communication effected by post, facsimile or any comparable means but not including e-mail; and
- 1.13 any obligations on a party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted by a third party.

## 2. **ASSIGNMENT**

The Assignor hereby assigns to the Assignee absolutely and with full title guarantee all its right, title and interest in and to the Assigned IP, including all statutory and common law rights, and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action relating to the Assigned IP whether occurring before, on, or after the date of this Deed.

## 3. **FURTHER ASSURANCE**

- 3.1 At the reasonable expense of the Assignee each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, 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 including:

- 3.1.1 registration of the Assignee as applicant for, or proprietor of, the Assigned IP;
- 3.1.2 registration of the Assignee as registrant of the Domain Names; and
- 3.1.3 assisting the Assignee in obtaining, defending and enforcing the Assigned IP, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Deed.

4. **NO WAIVER**

A delay in exercising or failure to exercise a right or remedy under or in connection with this Deed will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

5. **VARIATION**

No variation to this Deed will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties on behalf of the Assignor and on behalf of the Assignee.

6. **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.

7. **SEVERANCE**

If any term of this Deed is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Deed and this will not affect the remainder of this Deed which will continue in full force and effect.

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.


9. **GOVERNING LAW AND JURISDICTION**

- 9.1 This Deed and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 9.2 Subject to **clause 9.3**, the courts of England and Wales will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Deed (including in relation to any non-contractual obligations).
- 9.3 Any party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 9.4 Subject to **clause 9.3**, each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales. Each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of any other jurisdiction.

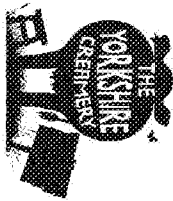


This document is executed as a deed and delivered on the date stated at the beginning of this Deed.

**SCHEDULE 1**  
Trade Marks

**A. UK Registered Trade Marks**


Mark	Number	Type	Territory	Class	Filed	Renewal Date	Status
ROYAL OAK Royal Oak royal oak	UK00002405912	Word mark	UK	29	08 November 2005	08 November 2025	Registered
DALESMAN Dalesman dalesman	UK00002405914	Word mark	UK	29	08 November 2005	08 November 2025	Registered
WENSLEDALE CREAMERY	UK00003159259	Word mark	UK	29 30 35 43	13 April 2016	13 April 2026	Registered
 YORKSHIRE YOGURT	UK00003159330	Logo	UK	29	13 April 2016	13 April 2026	Registered



Mark	Number	Type	Territory	Class	Filed	Renewal Date	Status
	UK00003403659	Logo	UK	29 30	31 May 2019	31 May 2029	Registered
	UK00904030664	Logo	UK	29	14 September 2004	14 September 2024	Registered
KIT CALVERT	UK00915328537	Word mark	UK	29	13 April 2016	13 April 2026	Registered
	UK00915328644	Logo	UK	30 35 43	13 April 2016	13 April 2026	Registered
Abbot's Gold	UK00002508794	Word mark	UK	29	14 February 2009	14 February 2029	Registered
FOUNTAINS GOLD	UK00001491812	Word mark	UK	29	22 February 1992	22 February 2029	Registered

B. Worldwide (non-UK) Registered Trade Marks

Image	Brand	Number	Image class	Nice class	Origin	Source	Status	Application date	Renewal date
	THE YORKSHIRE CREAMERY	88617863	US.03.07, US.03.23, US.05.13, US.07.13, US.12.01, US.26.17	29, 30	US	US TM	Active	2019-09-16	2030-05-26
	RED RASCAL	88469972		29	US	US TM	Active	2019-06-12	2030-08-25
	WENSLEYDALE CREAMERY	87200080	US.03.07, US.26.01	29, 30, 35, 43	US	US TM	Active	2016-10-11	2029-02-05
	ROYAL VELVET	86515622		29	US	US TM	Active	2015-01-27	2025-08-25
	KIT CALVERT	015328537		29	EM	EM TM	Active	2016-04-13	2026-04-13
	WENSLEYDALE CREAMERY	015328644	VC.03.04, VC.27.01	30, 35, 43	EM	EM TM	Active	2016-04-13	2026-04-13
	YORKSHIRE BUTTER	004030664	VC.03.04, VC.06.19	29	EM	EM TM	Active	2004-09-14	2024-09-14

Image	Brand	Number	Image class	Nice class	Origin	Source	Status	Application date	Renewal date
	WENSLEYDALE CREAMERY	15602389			CN	CN	Active	2014-10-29	2025-12-20

### C. Domain Names

Domain Name	Registered on	Expiry date	Last updated
wensleydale-creamery.co.uk	16-Apr-1997	16-Apr-2023	20-Apr-2021
wensleydale-creamery.uk	21-Oct-2017	21-Oct-2021	22-Apr-2021
wensleydale-dairyproducts.co.uk	03-Dec-2004	03-Dec-2022	20-Apr-2021
wensleydale.co.uk	23-Apr-1997	23-Apr-2023	17-Jun-2021
yorkshiredairy.com	01-Nov-2018	01-Nov-2022	01-Jul-2021
yorkshiredairy.co.uk	01-Nov-2018	01-Nov-2022	20-Apr-2021
yorkshirecreamery.com	01-Nov-2018	01-Nov-2022	01-Jul-2021
yorkshirecreamery.co.uk	01-Nov-2018	01-Nov-2022	20-Apr-2021
wensleydale-creamery.com	19-Apr-2021	19-Apr-2022	01-Jul-2021
theyorkshiredairy.com	14-Feb-2019	14-Feb-2023	01-Jul-2021
theyorkshiredairy.co.uk	14-Feb-2019	14-Feb-2023	20-Apr-2021
theyorkshirecreamery.com	14-Feb-2019	14-Feb-2023	01-Jul-2021
theyorkshirecreamery.co.uk	14-Feb-2019	14-Feb-2023	20-Apr-2021
nationalcheesetostasteday.com	05-Jan-2021	05-Jan-2022	01-Jul-2021
nationalcheesetostasteday.co.uk	05-Jan-2021	05-Jan-2022	20-Apr-2021
Wensleydale-dairyproducts.com	03-Dec-2004	03-Dec-2022	01-Jul-2021

**EXECUTED** as a **DEED** by  
**WENSLEYDALE DAIRY PRODUCTS LIMITED**  
acting by one director  
in the presence of:

)  
)  
)  
)

*Helen Thompson*

**Signature of Director**

Witness Signature:

*HThompson*

Witness Name:

Helen Thompson

Witness Address:

Orchard House, 5 West Mews, Yarm, TS15 9BN

**EXECUTED** as a **DEED**  
by **DAIRY CREST LIMITED**  
acting by two directors or one director  
and its secretary

)  
)  
)  
)  
)

**Signature of Director**

**Signature of Director/Secretary**

**EXECUTED** as a **DEED** by  
**WENSLEYDALE DAIRY PRODUCTS LIMITED** )  
acting by one director )  
in the presence of: )

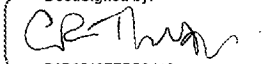
**Signature of Director**

Witness Signature:

Witness Name:

Witness Address:

**EXECUTED** as a **DEED**  
by **DAIRY CREST LIMITED** )  
acting by two directors or one director )  
and its secretary )

DocuSigned by:  
  
B0B6518FEB5C410...

**Signature of Director**

DocuSigned by:  
  
ADE2E09A6978483...

**Signature of Director/Secretary**