
Dated: 7th April 2016

- (1) LITTLEWOODS LIMITED
- (2) SHOP DIRECT HOME SHOPPING LIMITED

Deed of Assignment of Intellectual Property Rights

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THIS DEED is made on

7th April

2016

BETWEEN

- (1) **LITTLEWOODS LIMITED** incorporated and registered in England and Wales with company number 00262152 whose registered office is at First Floor, Skyways House, Speke Road, Speke, Liverpool L70 1AB ("**Assignor**"); and
- (2) **SHOP DIRECT HOME SHOPPING LIMITED** incorporated and registered in England and Wales with company number 04663281 whose registered office is at First Floor, Skyways House, Speke Road, Speke, Liverpool L70 1AB ("**Assignee**").

BACKGROUND

- (A) The Assignor is the proprietor of the:
- i. registered trade marks ("**Registered Trade Marks**") detailed in Schedule 1 Part A;
 - ii. applications to register the trade marks ("**Trade Mark Applications**") detailed in Schedule 1 Part B;
 - iii. registered designs ("**Registered Designs**") detailed in Schedule 2; together the "**Registered Assigned Rights**"; and
 - iv. the **Branding** (defined below);
- (B) The Assignor has agreed to assign the Registered Assigned Rights together with the goodwill of the business of the Assignor relating to the goods or services in respect of which the Assigned Rights are registered or registration has been sought, and the Branding, on the terms and conditions set out in this Deed.

AGREED TERMS

1. **INTERPRETATION**

The following definitions apply in this agreement.

1.1 Definitions:

"Branding"

any and all copyright, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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 in any of the: (i) Registered Trade Marks, (ii) Trade Mark Applications, and/or (iii) Registered Designs.

2. **ASSIGNMENT**

In consideration of the payment of £1.00 paid by the Assignee to the Assignor, (receipt of which is hereby acknowledged), the Assignor assigns to the Assignee:

2.1 with full title guarantee:

- 2.1.1 the Registered Assigned Rights and the full and exclusive benefit of each of them, together with the goodwill in relation to the Registered

Assigned Rights which are registered (or where registration has been sought) including all statutory and common law rights; and

2.1.2 the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action occurring before the date of this Deed; and

2.2 all rights, title and interest the Assignor has in the Branding along with any goodwill relating to the Branding and the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action occurring before the date of this Deed.

3. **WARRANTIES**

3.1 The Assignor warrants that:

3.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Registered Assigned Rights;

3.1.2 for each of the applications and registrations listed in Schedules 1 and 2, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;

3.1.3 it has not assigned any of the Registered Assigned Rights or Branding;

3.1.4 the Registered Assigned Rights are free from any security interest, option, mortgage, charge or lien;

3.1.5 it is unaware of any infringement of any of the Registered Assigned Rights or Branding;

3.1.6 as far as it is aware, all the Registered Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Registered Assigned Rights.

4. **FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

5. **WAIVER**

No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise or the same, or of some other right, power or remedy.

6. **ENTIRE AGREEMENT**

This Deed contains all the terms which the parties have agreed in relation to the subject matter of this Deed, and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.

7. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.

8. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9. **GOVERNING LAW AND JURISDICTION**

9.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Deed or of any term of this Deed will be governed by the law of England and Wales.






9.2 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. The parties irrevocably agree to submit to that jurisdiction.



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

1 SCHEDULE 1



Trade Marks


PART A: Registered Trade Marks

Territory	Mark	Registration Number	Date of registration	Classes
European Union	LADYBIRD	001739168	25 September 2002	35
European Union	LADYBIRD	001925171	4 December 2001	25
European Union	LADYBIRD	003475183	28 April 2006	3, 5, 10, 16, 21
European Union	LADYBIRD	005609466	4 September 2008	14
European Union	LADYBIRD	005792015	7 April 2008	12
European Union		003475217	22 March 2005	3, 5, 10, 16, 21, 25, 28
European Union		005609532	1 February 2008	14
European Union		005792098	8 April 2008	12
European Union	LITTLEWOODS	001691013	20 March 2002	25, 35, 36
European Union	VERY	001403575	30 November 2001	16, 35, 41
European Union	VERY	008930836	1 September 2015	14, 18, 25, 35
Ireland	VERY	241521	11 May 2009	35, 36
Ireland		242698	16 June 2011	16, 35, 36
United Kingdom	LADYBIRD	2327083A	20 March 2003	3
United Kingdom	LADYBIRD	2327083B	20 March 2003	24, 25
United Kingdom		2327218	21 March 2003	3, 24, 25
United Kingdom	LITTLEWOODS	1264722	15 April 1986	24, 25
United Kingdom	LITTLEWOODS	2205363	6 August 1999	36
United Kingdom	LITTLEWOODS - THE HOME OF BIG BRANDS	2480119	19 February 2008	2 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 27, 27, 28, 31, 35, 36, 38, 39
United Kingdom	LITTLEWOODS/ Littlewoods Series of 2)	3104442	17 July 2015	40
United Kingdom	V BY VERY/V by Very (Series of 2)	3136970	20 November 2015	6
United Kingdom	VERY	2515302	7 May 2010	35, 36
United Kingdom	VERY/very (Series of 2)	3104445	17 July 2015	36, 40

Territory	Mark	Registration Number	Date of registration	Classes
United Kingdom		2529446	21 January 2011	16, 35, 36
International designating Ireland, Australia, China, Denmark, Finland, Iceland, Japan, Norway, Singapore, Sweden	LADYBIRD	800701	28 March 2003	3, 24, 25
International designating Ireland, Australia, China, Japan, Norway, Russia		800702	28 March 2003	3, 24, 25

PART B: Trade Mark Applications













Territory	Mark	Application Number	Date of filing	Classes
European Union		014806038	17 November 2015	25, 35, 36
Ireland	TAKE 12	2016/00111	21 January 2016	36
Ireland	TAKE 3	2016/00108	21 January 2016	36
Ireland	TAKE 6	2016/00109	21 January 2016	36
Ireland	TAKE 9	2016/00110	21 January 2016	36
Ireland	V BY VERY/V by Very (Series of 2)	2015/01240	9 June 2015	3, 4, 7, 8, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 35, 36
Ireland	V BY VERY/V by Very (Series of 2)	2015/02387	20 November 2015	6
Ireland	VERY/very (Series of 2)	2015/01304	17 June 2015	9, 14, 18, 25, 35, 36, 41
Ireland		2015/02335	13 November 2015	35
United Kingdom	TAKE 12	3145629	21 January 2016	36
United Kingdom	TAKE 3	3145622	21 January 2016	36
United Kingdom	TAKE 6	3145623	21 January 2016	36
United Kingdom	TAKE 9	3145626	21 January 2016	36
United Kingdom	V BY VERY/V by Very (Series of 2)	3112377	9 June 2015	3, 4, 7, 8, 9, 11, 12, 14,











Territory	Mark	Application Number	Date of filing	Classes
	2)			16, 18, 20, 21, 24, 25, 27, 28, 35, 36
United Kingdom		3136113	13 November 2015	35

2 SCHEDULE 2












Registered Designs



Territory	Registration number	Date of Registration	Description
United Kingdom	4041097	21 May 2015	
Ireland	21931	5 June 2015	
European Union	002877613-0001	30 November 2015	GET MORE OUT OF EVERY DAY VERY.CO.UK 
European Union	002877613-0002	30 November 2015	GET MORE OUT OF EVERY DAY VERY.CO.UK
European Union	002877613-0003	30 November 2015	GET MORE OUT OF EVERY DAY VERY.CO.UK 
European Union	002877613-0004	30 November 2015	GET MORE OUT OF EVERY DAY VERY.CO.UK
European Union	002323493-0001	11 October 2013	SHOP DIRECT 
European Union	002323493-0002	11 October 2013	SHOP DIRECT 
European Union	002323493-0003	11 October 2013	SHOP DIRECT 
European Union	002323493-0004	11 October 2013	SHOP DIRECT 
United Kingdom	4044332	11 December 2015	SO FABULOUS
United Kingdom	4044331	11 December 2015	

Territory	Registration number	Date of Registration	Description
European Union	002553255-0001	13 October 2014	
European Union	002553255-0002	13 October 2014	
European Union	002553255-0003	13 October 2014	 VERY EXCLUSIVE
European Union	002553255-0004	13 October 2014	 VERY EXCLUSIVE
European Union	002553255-0005	13 October 2014	VERY EXCLUSIVE
European Union	002553255-0006	13 October 2014	
United Kingdom	4041897	1 July 2015	
Ireland	21935	1 July 2015	
United Kingdom	4041898	1 July 2015	
Ireland	21936	1 July 2015	
United Kingdom	4041899	1 July 2015	
Ireland	21937	1 July 2015	
United Kingdom	4041900	1 July 2015	

Territory	Registration number	Date of Registration	Description
Ireland	21938	1 July 2015	
United Kingdom	4041901	1 July 2015	
Ireland	21939	1 July 2015	
United Kingdom	4041902	1 July 2015	
Ireland	21940	1 July 2015	
United Kingdom	4041903	1 July 2015	
Ireland	21941	1 July 2015	
United Kingdom	4041904	1 July 2015	
Ireland	21942	1 July 2015	
United Kingdom	4041905	1 July 2015	

Territory	Registration number	Date of Registration	Description
Ireland	21943	1 July 2015	
United Kingdom	4041906	1 July 2015	
Ireland	21944	1 July 2015	
United Kingdom	4041907	1 July 2015	
Ireland	21945	1 July 2015	
United Kingdom	4041908	1 July 2015	
Ireland	21946	1 July 2015	
United Kingdom	4041909	1 July 2015	
Ireland	21947	1 July 2015	

Territory	Registration number	Date of Registration	Description
United Kingdom	4041910	1 July 2015	
Ireland	21948	1 July 2015	
United Kingdom	4041911	1 July 2015	
Ireland	21949	1 July 2015	
United Kingdom	4041912	1 July 2015	
Ireland	21950	1 July 2015	
United Kingdom	4041913	1 July 2015	
Ireland	21951	1 July 2015	
United Kingdom	4041914	1 July 2015	
Ireland	21951	1 July 2015	
United Kingdom	4041915	1 July 2015	

Territory	Registration number	Date of Registration	Description
Ireland	21953	1 July 2015	
United Kingdom	4041916	1 July 2015	
Ireland	21954	1 July 2015	
United Kingdom	4041917	1 July 2015	
Ireland	21955	1 July 2015	
United Kingdom	4041918	1 July 2015	
Ireland	21956	1 July 2015	
United Kingdom	4041919	1 July 2015	
Ireland	21957	1 July 2015	

Territory	Registration number	Date of Registration	Description
United Kingdom	4041920	1 July 2015	
Ireland	21958	1 July 2015	
United Kingdom	4041921	1 July 2015	
Ireland	21959	1 July 2015	
United Kingdom	4041922	1 July 2015	
Ireland	21960	1 July 2015	

EXECUTED as a **DEED**
by **LITTLEWOODS LIMITED** acting by
DAVID KERSHAW

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Director

in the presence of:

Witness Signature:

Witness Name:

JAYNE GOSWORTHY

Witness Address:

c/o SHOP DIRECT, 1ST FLOOR SKYWAYS HOUSE, SPEKE
ROAD, SPEKE, LIVERPOOL, L70 1AB

Witness Occupation:

PERSONAL ASSISTANT

EXECUTED as a **DEED**
by **SHOP DIRECT HOME SHOPPING**
LIMITED acting by
DAVID KERSHAW

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)

Director

in the presence of:

Witness Signature:

Witness Name:

JAYNE GOSWORTHY

Witness Address:

c/o SHOP DIRECT, 1ST FLOOR, SKYWAYS HOUSE, SPEKE
ROAD, SPEKE, LIVERPOOL, L70 1AB

Witness Occupation:

PERSONAL ASSISTANT