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| **Assignment** |
|  |
| Dated 2010 |
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| (1) The Loft Shop Limited |
| (2) James Harold Stedman, Peter Richard Stedman, Marjory Jean Stedman as Trustees of The Loft Shop Limited Directors Pension Scheme |
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**THIS ASSIGNMENT** made the day of 2010

**BETWEEN:**

(1) **THE LOFT SHOP LIMITED** (company number 797762) whose registered office is at Eldon Way, Littlehampton, West Sussex, BN17 7HE (the “**Assignor**”); and

(2) **JAMES HAROLD STEDMAN, PETER RICHARD STEDMAN, MARJORY JEAN STEDMAN as TRUSTEES OF THE LOFT SHOP LIMITED DIRECTORS PENSION SCHEME** of Argeles, Salt Hill Road, Chichester, P019 3PY (the “**Assignee**”).

**WITNESSES** as follows:

1. Definitions

In this Assignment the following terms shall have the following meanings:

* 1. “**Business**” the business carried on by the Assignor is the distribution and sale of loft and associated roofing materials;
  2. “**Intellectual Property**” the Trade Marks together with all goodwill, copyright and design rights in and to such marks, and the right to sue for past infringements of such rights; and
  3. “**Trade Marks**” the trade marks listed in the First, Second, Third and Fourth Schedules.

1. Recitals
   1. The Assignor is and has for some years been carrying on the Business under the Trade Marks.
   2. The Assignor is the registered proprietor of the Trade Marks.
   3. The Assignor has agreed with the Assignee to sell to the Assignee the Intellectual Property for the sum of £273,000 subject to the terms and conditions set out below.
2. Assignment

In consideration of the sum of £273,000 paid by the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor) the Assignor hereby assigns with full title guarantee to the Assignee absolutely all right, title and interest in and to all the Intellectual Property.

1. Assignor's obligations

The Assignor shall at the direction and expense of the Assignee execute any further document including a TM16 that the Assignee may reasonably require to enable the Assignee to record this Assignment at the Trade Marks Registry.

1. Assignor's warranties and indemnity

The Assignor warrants that:

* 1. the Assignor is the proprietor of the Trade Marks and has full power to enter into this Assignment;
  2. the Assignor has not granted any security, charges or licences in relation to the Trade Marks;
  3. the Assignor has not knowingly either by act or omission caused or permitted anything which may endanger the registration of the Trade Marks;
  4. the Assignor has not knowingly withheld from the Assignee knowledge of any information that may cause the Trade Marks Registry to object to the recordal of this Assignment; and
  5. the Assignor will keep the Assignee indemnified against all actions claims proceedings costs and damages (including any damages or compensation reasonably paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties.

1. Joint and several

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several.

1. Proper law and jurisdiction

This Assignment and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Assignment.

1. Certificate of value

This is attached.

1. Third parties

Except as otherwise expressly stated, this Assignment does not confer any rights on any person or party (other than the parties to this Assignment) under the Contracts (Rights of Third Parties) Act 1999.

FIRST SCHEDULE

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| Trade Mark Number : 1316537  Mark Text: LOFT SHOP | | | |
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| **Number of Mark** | **Date of registration** | **Class** | **Goods or services in respect of which Mark is registered** |
| 1316537 | 17 May 1991 | 06,17,19,20 | Class 06:  Building materials and building Products; doors, door panels and door frames; windows and window framers; stairs; ladders; internal wall claddings; all included in Class 6; all being metallic and adapted for use in the construction or conversion of lofts.  Class 17:  Thermal insulation materials, included in Class 17, all being adapted for use in the construction or conversion of lofts.  Class 19:  Building materials and building Products; doors, door panels and door frames; windows and window framers; stairs; all being non-metallic; flooring; structural timber Products; non–metallic internal wall cladding; all included in Class19; all being adapted for use in the construction or conversion of lofts.  Class 20;  Ladders, all included in Class 20; and being adapted for use in lofts. |

SECOND SCHEDULE

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| Trade Mark Number : 2015561  Mark Text: LOFT SHOP | | | |
| **Number of Mark** | **Date of registration** | **Class** | **Goods or services in respect of which Mark is registered** |
| 2015561 | 13 December 1996 | 06,19,20,37 | Class 06:  Building materials and building Products; doors, door panels and door frames; windows and window framers; stairs; ladders; internal wall claddings; all included in Class 6; all being metallic and adapted for use in the construction or conversion of lofts.  Class 19:  Windows, roof lights, skylights, roof domes, roof flashing, loft ladders, blinds, steps, step ladders, stairs, staircases, stair treads, balustrading, ladders, chimney cowls, roofing hips, ridge cappings, roofing slates, shingles; and parts and fittings for the aforesaid goods.  Class 20:  Stairs, step ladders, steps, ladders and slatted blinds; and parts and fittings therefor; all made of non-metal material.  Class 37:  Installation services, in particular for fitting loft ladders, stairs and staircases, windows, roof windows, roof domes, roof lights and skylights. |

THIRD SCHEDULE

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| Trade Mark Number : 1316541 | | | |
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| **Number of Mark** | **Date of registration** | **Class** | **Goods or services in respect of which Mark is registered** |
| 1316541 | 05 May 1989 | 6, 17, 19 and 20 | Class 06:  Building materials and building products; doors, door frames and door panels; windows and window frames; stairs; ladders; internal wall cladding; all included in class 6; all being metallic.  Class 17:  Thermal insulation materials, included in Class 17.  Class 19:  Building materials and building products; doors, door panels, and door frames; windows and window frames; stairs; all being non-metallic; flooring; structural timber products; non–metallic internal wall cladding; all included in Class19.  Class 20;  Ladders included in Class 20. |

FOURTH SCHEDULE

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| Trade Mark Number : 212590  Mark Text: LOFT SHOP | | | |
| **Number of Mark** | **Date of registration** | **Class** | **Goods or services in respect of which Mark is registered** |
| 212590 | 09 July 1998 | 6 and 19 | Class 06:  Windows, roof lights and skylights, roof domes, window blinds, roof flashing, loft ladders, step ladders, steps, stairs, stair treads, staircases, balustrading, ladders, nails, chimney cowls, joists, girders and brackets; and parts and fittings for the all of the aforesaid goods; all made of metal; and all in class 6.  Class 19:  Windows, roof lights, skylights, roof domes, roof flashing, blinds, stairs, staircases, stair treads, balustrading, chimney cowls, roofing hips, ridge cappings, roofing slates, shingles; and parts and fittings for the aforesaid goods; all in class 19. |

**IN WITNESS WHEREOF** the parties have executed this Assignment as a DEED the day and year first above written

SIGNED by ....................................................………………… (signature)

The Loft Shop Limited (the Licensee)

acting by:  
  
Director   
Signature:  
Name:  
  
Director/Secretary  
Signature:  
Name:

SIGNED by ................................................…………………….. (signature)  
James Harold Stedman (the Licensor)   
in the presence of:   
  
Witness Signature:   
Name:  
Address:

SIGNED by ................................................…………………….. (signature)  
Peter Richard Stedman (the Licensor)   
in the presence of:   
  
Witness Signature:   
Name:  
Address:

SIGNED by ...................................…………………….. (signature)  
Marjory Jean Stedman (the Licensor)

in the presence of:  
  
Witness Signature:  
Name:  
Address: