

To be served by Privacy Protection

8 January 2019

cc: asosonline@stobbsip.com

Action Required

Failure to respond to this letter may result in further legal action being taken without further notification to you

CEASE AND DESIST

Dear Sirs,

**Re: <collusion.so> - Intellectual Property Infringement against ASOS plc and ASOS.com Limited
Our Clients: (1) ASOS plc (2) ASOS.com Limited ("ASOS")
Our Ref: 2451/12562**

We act on behalf of ASOS in respect of their intellectual property matters.

On 27 December 2018 you received a letter from us (enclosed) which sets out various concerns ASOS has regarding your use of its intellectual property rights at the Domain Name collusion.so to which we have not received a response.

Background to the ASOS brand

ASOS is a leading global retailer which operates a unique online fashion destination at www.asos.com, and through its associated websites all of which sell fashion, beauty and living and gifting products. As at August 2018, ASOS' total retail sales amounted to over £2,417.3 million.

As well as offering a wide variety of third party brands, ASOS owns numerous ASOS Brands and Venture Brands, including ASOS DESIGN, ASOS EDITION, ASOS WHITE, ASOS 4505, RECLAIMED VINTAGE, NÖAK and COLLUSION, all of which are exclusively available to ASOS and at its official website at www.asos.com.

COLLUSION is ASOS' most recent venture. Launched on 1 October 2018, it was the fourth best-selling brand in its first week out of all 850 brands available on www.asos.com at the time. The launch was

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covered by leading publications, including Vogue UK, Teen Vogue as well as the Evening Standard. The brand currently boasts 30.6k followers on Instagram and has been described as the “ultimate youth label”. The COLLUSION is easily identifiable, characterized by bold colour palettes and prints, gender-fluid designs and animal free garments.

ASOS’ Venture Brands are registered in the name of Eight Paw Projects Ltd, but all encompass the standards and values of all other ASOS Brand products, and form part of the ASOS Fashion with Integrity Programme.

As an online retail business, ASOS takes extensive measures to monitor its brand online. As part of its brand protection and enforcement programme, ASOS uses specialist software to monitor and detect online infringements of its brand, including unauthorised use of its brand, logo or photographs.

Trade Mark Infringement

ASOS owns a large number of trade mark registrations and applications worldwide for ASOS, which further supports its brand equity. Please see trade mark schedule attached.

Trade mark registrations for COLLUSION (UK 00003303409 and 00003263380) have been secured on 31 August 2018 and 2 March 2018 respectively, in classes 3,9,14,16,18,25,28,35,41,42 and 45. Attached is a schedule of all other trade mark registrations and applications for COLLUSION in the name of Eight Paw Projects Limited, which include 37 pending applications, across 27 different territories.

When members of the public see the COLLUSION brand name used in the context of online activity such as domain names and websites, they take those activities to specifically relate to the goods or services of ASOS, or a business economically linked to or endorsed by ASOS (and thereby authorised to use the COLLUSION brand name and trade mark).

Word Mark COLLUSION

The Domain Name includes the COLLUSION brand name in its entirety. Any other words used have no trade mark significance. The dominant and distinctive part of the mark is the word ‘COLLUSION’ which is identical and/or similar to ASOS’ COLLUSION brand and the COLLUSION trade mark and therefore a likelihood of confusion exists on the part of the relevant public, who will assume an association or connection with the domain name and ASOS Plc, when in fact no such connection exists.

The Domain Name infringes COLLUSION trade mark registrations by (i) causing notional consumer confusion and association with ASOS’ COLLUSION brand (ii) taking unfair advantage of ASOS’ reputation in the COLLUSION brand and the COLLUSION trade mark by luring customers to your website for your own gain; and (iii) causing and continuing to cause damage to ASOS and ASOS’ COLLUSION brand and the COLLUSION trade mark, not least by diluting the distinctive character of the COLLUSION trading name and mark and depriving ASOS of the exclusive benefit of the goodwill in its brand.

Your use of the COLLUSION trade mark on the Domain name infringes trade mark registrations UK 00003303409 and 00003263380 for COLLUSION for the purposes of Section 10 of the Trade Marks Act 1994 and Article 9 of the European Union Trade Mark Regulation (EU) 2017/1001.

Passing Off

Furthermore, as previously iterated, ASOS has generated goodwill in the ASOS brand, along with its other brands, including COLLUSION, when used in relation to online fashion retail (amongst other activities). The use of the above mark could constitute a misrepresentation to the public actionable by ASOS under the common law action of "passing off".

ASOS has a history of successful actions against attempts by other parties to use or register its ASOS brand or any of its other brands.

Domain Name Registration

The Domain Name fully incorporates the COLLUSION brand name and trade mark and is therefore identical to the COLLUSION trade mark, or at the very least, is confusingly similar to the COLLUSION trade mark.

ASOS has available to them domain name recovery mechanisms, such as the Uniform Domain-Name Dispute-Resolution Policy (UDRP).

ASOS considers that the Domain Name was registered in bad faith and that you have do not have any legitimate rights or interests in the Domain Name.

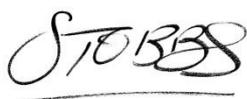
Accordingly, ASOS has reason to believe that the Domain Name was registered either: (i) for the purpose of selling it to them for more than the original price (ii) in order to prevent ASOS from using it (iii) to disrupt ASOS' trade, or (iv) to intentionally attempt to attract users for commercial gain by creating a likelihood of confusion as to source or affiliation.

ASOS' Remedies and Reservation of Rights

The above intellectual property infringements are unacceptable to ASOS. As such, ASOS requires the immediate ceasing of all intellectual property infringements by you on the Infringing Domain, and for the enclosed undertakings to be signed and returned **within seven (7) days** of the date of this letter that is by **15 January 2019**.

ASOS reserves its rights and position in respect of damages and costs together with the right to take further legal action without subsequent notice to you.

Yours sincerely,

A handwritten signature in black ink, appearing to read "STOBBS", with a horizontal line underneath the name.

Stobbs

Enc.

8 January 2019

Cc: asosonline@stobbsip.com

WITHOUT PREJUDICE

Dear Sirs,

Re: <collusion.so> - Intellectual Property Infringement against ASOS plc and ASOS.com Limited
Our Clients: (1) ASOS plc (2) ASOS.com Limited (“ASOS”)
Our Ref: 2451/12562

We refer to our correspondence of **8 January 2019** (herein “the Open Correspondence”). For the avoidance of doubt, this correspondence is made without prejudice to the Open Correspondence.

As noted in the Open Correspondence, ASOS cannot allow the continuation of your activities, and would be able to seek legal redress for the relevant infringements and is committed to pursuing its cause of actions where necessary. However, where possible, ASOS prefers to resolve matters amicably and commercially and is therefore willing in principle to afford you the opportunity to resolve this matter without the need for escalation through formal legal proceedings (thereby avoiding considerable time and costs being incurred unnecessarily).

If you cease your activities immediately and provide **signed undertakings** in the form **enclosed** within 7 days of the date of this letter, ASOS may be prepared to conclude matters without resorting to legal proceedings. Please sign the undertakings where indicated and return a copy to asosonline@stobbsip.com and Stobbs, Building 1000, Cambridge Research Park, Cambridge, CB25 9PD, United Kingdom.

We now look forward to receipt of a signed copy of the undertakings by **15 January 2019**.

In the event that you do not agree to cease your activities immediately and provide the undertakings, ASOS reserves its right to take any further action that it sees fit without further notice to you.

Yours sincerely,



STOBBS
Enc.

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UNDERTAKINGS

TO:

ASOS.com Limited (UK Company No. 03584121)
Greater London House
Hampstead Road
London
NW1 7FB
England

ASOS PLC (UK Company No. 04006623)
Greater London House
Hampstead Road
London
NW1 7FB
England

(together “**ASOS**”)

January 2019

Re: Intellectual Property Undertakings from collusion.so to ASOS

Dear Sirs,

In consideration of ASOS refraining from bringing legal proceedings against me for infringement of its intellectual property rights as set out in the correspondence dated 8 January 2019 from ASOS’ legal representatives, Stobbs, I undertake as follows:

1. To remove all infringements of ASOS’ trademark (together with any other websites, social media accounts, content platforms, signage, advertising and/or marketing materials, whether in digital or hard copy format, user account names, including online marketplaces/forums/blogposts);
2. To transfer the Domain Name collusion.so (and any other domain name containing the element ‘ASOS’ owned by me) to ASOS.com Limited without delay;
3. Not in the future to infringe any intellectual property rights belonging to ASOS (including its parent companies, subsidiary companies, associated companies, assigns, licensees, franchisees, affiliates, legal successors and related entities).
4. This Undertaking applies worldwide;
5. This Undertaking shall be drawn to the attention of our associates, affiliates, subsidiaries, assigns, successors in title, licensees, related entities, parent companies and officers or agents and we will procure that such parties are bound by these Undertakings.

We are bound by this Letter of Undertaking from the date on which the Letter of Undertaking is signed on our behalf.

Yours faithfully,

I, the undersigned hereby agree to the obligations set out within the undertakings above.

Name:

Signature:

Position:

A duly authorised signatory for and on behalf of collusion.so