

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albert Henri Roux		02/01/2012	INDIVIDUAL: FRANCE
RECEIVING PARTY DATA			
Name:	Chez Roux Limited		
Street Address:	539 Wandsworth Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW83JD		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3624556	CHEZ ROUX	
CORRESPONDENCE DATA			
Fax Number:	(713)754-7583		
Phone:	713-374-3583		
Email:	mathenya@gtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Anthony F. Matheny		
Address Line 1:	1000 Louisiana Street, Suite 1700		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	138830.010100/US		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 3624556

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Anthony F. Matheny

Signature:

/Anthony F. Matheny/

Date:

03/28/2012

Total Attachments: 7

source=DeedofAssignment#page1.tif

source=DeedofAssignment#page2.tif

source=DeedofAssignment#page3.tif

source=DeedofAssignment#page4.tif

source=DeedofAssignment#page5.tif

source=DeedofAssignment#page6.tif

source=DeedofAssignment#page7.tif

DATED

1st *Feb*

2012

DEED OF ASSIGNMENT OF TRADE MARKS

between

ALBERT HENRI ROUX

and

HOUSE OF ALBERT ROUX LIMITED

and

CHEZ ROUX LIMITED

Bevan Kidwell LLP
113-117 Farringdon Road
London EC1R 3BX

Tel: 020 7843 1820
Fax: 020 7278 4685

Email: jean@bevankidwell.com

F:\JRB\Files\Le Gavroche - 212\212-16 Transfer Of Trademarks\Documents\TM Assignment\TM Assignment 13.01.2012.Docx

THIS DEED is dated the

18th

day of

Feb

2012

PARTIES

- (1) **Albert Henri Roux** of 9 Wilton Row, London SW1X 7NR ("AR").
- (2) **House of Albert Roux Limited** incorporated and registered in England with company number 06557577 whose registered office is at 539 Wandsworth Road, London, SW8 3JD (the "HARL").
- (3) **Chez Roux Limited** incorporated and registered in England with company number 06557675 whose registered office is at 539 Wandsworth Road, London, SW8 3JD (the "Assignee").

BACKGROUND

- (A) AR and HARL are proprietors of the Trade Marks (as set out below).
- (B) AR and HARL have agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Transfer Agreement: the business transfer agreement dated 25th January 2010 between AR and the Assignee.

Trade Marks: the registered trade marks short particulars of which are set out in the Schedule. AR is the proprietor of those Trade Marks listed in Part 1 of the Schedule and HARL is the proprietor of those Trade Marks listed in Part 2 of the Schedule.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.3 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

2.1 For the consideration stated in the Business Transfer Agreement and with effect from 31st March 2010, AR hereby assigns to the Assignee absolutely with full title guarantee all his right, title and interest in and to those Trade Marks specified in Part 1 of the Schedule, including:

BK

(a) all statutory and common law rights attaching to those Trade Marks, ~~together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and~~

(b) 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 (including passing off) arising from ownership, of any of those Trade Marks whether occurring before, on or after the date of this agreement.

JK

With effect from 1st February 2012

2.2 In consideration of the sum of £1.00 paid by the Assignee to HARL (receipt of which is hereby acknowledged) HARL hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to those Trade Marks specified in Part 2 of the Schedule, including:

(a) all statutory and common law rights attaching to those Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and

(b) 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 (including passing off) arising from ownership, of any of those Trade Marks whether occurring before, on or after the date of this agreement.

3. FURTHER ASSURANCE

3.1 AR shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as registered proprietor of the Trade Marks listed in Part 1 of the Schedule.

3.2 HARL shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the

Assignee under this agreement, including registration of the Assignee as registered proprietor of the Trade Marks listed in Part 2 of the Schedule.

4. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5. SEVERANCE

5.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

5.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

6. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

7. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999, but that shall not affect any right or remedy of a third party which exists or is available otherwise than pursuant to that Act.

8. NOTICES

8.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party at their respective addresses as set out above.

9. GOVERNING LAW AND JURISDICTION

9.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Schedule Trade Marks

Part 1. Registered trade marks of AR

Territories	Class	Mark	Number
UK	43	Chez Roux	2517333
USA	43	Chez Roux	3,624,556
UK	43	Roux Express	2291663
EU	43	Roux Express	002563468
Switzerland	43	Roux Express	775264

Part 2. Registered trade marks of HARL

Territories	Class	Mark	Number
UK	29, 30, 33	House of Albert Roux	2218391

Executed as a deed by
Albert Henri Roux,
in the presence of:

K. Maher

Witness Signature

Witness Name: KELLY MAHER

Witness Occupation: PA

Witness Address: 149 HARVIST RD
NW6 6H5

A H Roux

Albert Henri Roux

Executed as a deed by
House of Albert Roux Limited
acting by a director,
in the presence of:

K. Maher

Witness Signature

Witness Name: KELLY MAHER

Witness Occupation: PA

Witness Address: 149 HARVIST RD
NW6 6H5

A H Roux

Director

Executed as a deed by
Chez Roux Limited
acting by a director,
in the presence of:

K. Maher

Witness Signature

Witness Name: KELLY MAHER

Witness Occupation: PA

Witness Address: 149 HARVIST RD
NW6 6H5

A H Roux

Director