

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas Cook UK Limited		01/30/2014	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Elegant Resorts Limited		
Street Address:	The Old Palace		
City:	Chester, Cheshire		
State/Country:	UNITED KINGDOM		
Postal Code:	CH1 1RB		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4054343	ELEGANT RESORTS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@dechert.com, erin.reimer@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
DOMESTIC REPRESENTATIVE			
Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
NAME OF SUBMITTER:	Erin Reimer		
SIGNATURE:	/Erin Reimer/		
DATE SIGNED:	03/14/2014		
Total Attachments: 8			

CH \$40.00 4054343

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THIS DEED OF ASSIGNMENT is made the 30 day of January 2014

BETWEEN

- (1) **THOMAS COOK UK LIMITED** of The Thomas Cook Business Park, Coningsby Road, Peterborough, Cambridgeshire PE3 8SB (the "Assignor"); and
- (2) **ELEGANT RESORTS LIMITED** of The Old Palace, Chester, Cheshire CH1 1RB (the "Assignee").

1. INTRODUCTION

- 1.1 The Assignor is the proprietor and beneficial owner of the trade mark registrations detailed in Schedule 1 to this Deed (the "Trade Marks").
- 1.2 The Assignor has agreed to assign the Trade Marks to the Assignee and the Assignee has agreed to accept the assignment of the Trade Marks.
- 1.3 On 21 December 2012, the Assignor entered into a co-existence agreement and undertaking with EM Consulting und Beteiligungen AG (the "Contract"), the benefit of which the Assignor now wishes to assign to the Assignee.

2. ASSIGNMENT OF TRADE MARKS AND CONTRACT

- 2.1 In consideration of the sum of one pound (£1.00) (receipt of which is expressly acknowledged) the Assignor assigns to the Assignee with full title guarantee all right, title and interest in and to the Trade Marks and the Contract, including all statutory and common law rights attaching to the Trade Marks 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 (including passing off) arising from ownership of any of the Trade Marks and rights under the Contract whether occurring before, on or after the date of this Deed and to retain any damages obtained as a result of such action.
- 2.2 The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Marks.
- 2.3 The Assignor shall send a notice of assignment to EM Consulting und Beteiligungen AG in the form set out in Schedule 2 relating to the assignment of rights under the Contract.

3. FURTHER ASSURANCE

The Assignor shall, at its own 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 requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Deed, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Schedule 1.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. VARIATION

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

6. COUNTERPARTS

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

7. THIRD PARTY RIGHTS

No person other than a party to this Deed shall have any rights to enforce any term of this Deed.

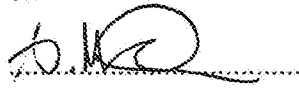
8. LAW & JURISDICTION

8.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes, rights or claims and the performance of the obligations in connection with this Deed) shall be governed by and construed in accordance with English law.

8.2 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 Deed or its subject matter or formation (including non-contractual disputes or claims).

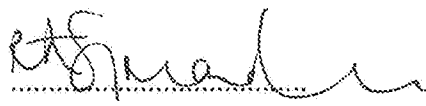
IN WITNESS WHEREOF the parties have executed this assignment as a Deed on the day and year first above written.

Executed as a deed by **Thomas Cook UK Limited** in the presence of:


Signature

Name ALICE MARSDEN

Address THOMAS COOK GROUP PLC
SOUTH BUILDING
200 ALDERSGATE
LONDON
EC1A 4HD


Director

Rebecca Symondson
For and on behalf of
THOMAS COOK GROUP MANAGEMENT SERVICES LIMITED

Executed as a deed by **Elegant Resorts Limited** in the presence of:

.....
Signature

Name

Address

.....
Director

Executed as a deed by **Thomas Cook UK Limited** in the presence of:

.....
Director

.....
Signature

Name

Address

Executed as a deed by **Elegant Resorts Limited** in the presence of:

S. Sephton
.....
Director

m Sephton
.....
Signature

Name MICHELIE SEPHTON


Address BARN 1

HOLLYACRE
GARRETT LLOYD FARM
PADESWOOD ROAD SOUTH
PADESWOOD
FLINTSHIRE
CH7 4JH

SCHEDULE 1

PART 1: INTELLECTUAL PROPERTY REGISTERED WITHIN THE UNITED KINGDOM

Trademark : The Elegant Traveller
Class : 16
Registered Number : 2313446
Registered Office : United Kingdom Intellectual Property Office
Registered Holder : Thomas Cook UK Limited
Renewal Date : 17 October 2022

Trademark : 
Elegant Resorts

Class : 39 and 43
Registered Number : 2201385
Registered Office : United Kingdom Intellectual Property Office
Registered Holder : Thomas Cook UK Limited
Renewal Date : 24 June 2019

Trademark : *Elegant Resorts*

Class : 39 and 43
Registered Number : 2175837
Registered Office : United Kingdom Intellectual Property Office
Registered Holder : Thomas Cook UK Limited
Renewal Date : 26 August 2018

PART 2: INTELLECTUAL PROPERTY REGISTERED OUTSIDE OF THE UNITED KINGDOM

Trademark : ER Elegant Resorts
Class :
Registered Number :
Registered Office : Office for Harmonization in the Internal Market:
Trade Marks and Designs
Registered Holder : Elegant Resorts Limited
Renewal Date :
Trademark :



THE CHAIRMAN'S CLUB

Class : 16, 39 and 43
Registered Number : 007257363
Registered Office : Office for Harmonization in the Internal Market:
Trade Marks and Designs
Registered Holder : Thomas Cook UK Limited
Renewal Date : 24 September 2018

Trademark : *Elegant Resorts*

Class : 39 and 43
Registered Number : 4054343
Registered Office : United States Patent and Trademark Office
Registered Holder : Thomas Cook UK Limited
Renewal Date : 17 February 2021

SCHEDULE 2

THE NOTICE

Thomas Cook UK Limited registered with company number 02631252, with the address The Thomas Cook Business Park, Coningsby Road, Peterborough PE3 8SB ("**TCUK**") and Elegant Resorts Limited registered with company number 02100913, with the address The Old Palace, Chester, Cheshire CH1 1RB ("**ER**"), hereby give notice to **EM Consulting und Beteiligungen AG** registered in Switzerland with the address Ramistrasse 5, Zurich, Switzerland ("**EMC**") that all of ER's rights in the Co-existence Agreement dated 21 December 2012, including the undertaking of the same date appended to the Co-existence Agreement between EMC and ER have been assigned by TCUK to ER with effect from [] 2014.

Signed for and on behalf of **Thomas Cook UK Limited**

.....
(Director)

.....
Date

Signed for and on behalf of **Elegant Resorts Limited**

.....
(Director)

.....
Date

Please acknowledge receipt of this notice and confirm your agreement to the assignment.

Signed for and on behalf of **EM Consulting und Beteiligungen AG**

.....
(Director)

.....
Date

SCHEDULE 2

THE NOTICE

Thomas Cook UK Limited registered with company number 02631252, with the address The Thomas Cook Business Park, Coningsby Road, Peterborough PE3 8SB ("TCUK") and Elegant Resorts Limited registered with company number 02100913, with the address The Old Palace, Chester, Cheshire CH1 1RB ("ER"), hereby give notice to **EM Consulting und Beteiligungen AG** registered in Switzerland with the address Ramistrasse 5, Zurich, Switzerland ("EMC") that all of ER's rights in the Co-existence Agreement dated 21 December 2012, including the undertaking of the same date appended to the Co-existence Agreement between EMC and ER have been assigned by TCUK to ER with effect from 30th January 2014.

Signed for and on behalf of **Thomas Cook UK Limited**


.....
(Director) **THOMAS COOK GROUP MANAGEMENT SERVICES LIMITED**
Rebecca Symondson
For and on behalf of
THOMAS COOK GROUP MANAGEMENT
SERVICES LIMITED
4.2.2014
.....
Date

Signed for and on behalf of **Elegant Resorts Limited**


.....
(Director) **THOMAS COOK GROUP MANAGEMENT SERVICES LIMITED**
Rebecca Symondson
For and on behalf of
THOMAS COOK GROUP MANAGEMENT
SERVICES LIMITED
4.2.2014
.....
Date

Please acknowledge receipt of this notice and confirm your agreement to the assignment.

Signed for and on behalf of **EM Consulting und Beteiligungen AG**

.....
(Director)

.....
Date