

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sarment Limited		03/12/2012	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SARMENT SARL		
Street Address:	6C, Rue Gabriel Lippmann		
Internal Address:	L-5365 Munsbach		
City:	Gran-Duchy		
State/Country:	LUXEMBOURG		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3805573	SARMENT	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179518000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	WINEL-001		
DOMESTIC REPRESENTATIVE			
Name:	Rachelle A. Dubow, Esq.		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Jennifer Kagan		
SIGNATURE:	/jenniferkagan/		

OP \$40.00 3805573

DATE SIGNED:

04/08/2014

Total Attachments: 10

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DATED

12th March

2012

(1) SARMENT LIMITED (UK)

- and -

(2) SARMENT SARL

**ASSIGNMENT OF THE TRADE
MARKS AND RELATED
INTELLECTUAL PROPERTY
AND LICENCE BACK**

THIS AGREEMENT is made on

12th March 2012

BETWEEN:

- (1) **SARMENT LIMITED**, a company incorporated under the laws of England and Wales with company number 06289045 whose registered office is 66 Chiltern Street, London, W1U 4JT (previously 66 Wigmore Street, London W1U 2SB) ("**Sarment**"); and
- (2) **SARMENT SÀRL**, a company incorporated under the laws of Grand-Duchy of Luxembourg and in process of registration with the Registre de Commerce et des Sociétés de Luxembourg whose principal place of business is at 6C, Rue Gabriel Lippmann, L-5365 Munsbach, Grand-Duchy of Luxembourg ("**Luxco**"),

(each a "**Party**" together the "**Parties**").

BACKGROUND:

- A Sarment owns the Trade Marks and Related Intellectual Property (as those terms are defined below).
- B Luxco is the holder of the Loan Notes.
- C Sarment has agreed to assign all right, title and interest in and to the Trade Marks and Related Intellectual Property to Luxco on the terms set out in this Agreement.
- D Luxco wishes to licence back the rights to Sarment.

IT IS AGREED:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

"**Agreement**" means this agreement and any document referred to, completed or to be completed in accordance with its provisions;

"**Business**" means the fine wine membership service including but not limited to the provision of retail and wholesale services relating to alcoholic beverages including wine, provision of entertainment and education; wine club services; organising wine-tasting events and other wine-related events;

"**Confidential Information**" means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one Party to the other Party whether before or after the date of this Agreement including information relating to the disclosing Party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs;

"**Consideration**" means, notwithstanding the terms of clause 4.4 of the instrument constituting the Loan Notes, £500,000 (being the fair market value of the Trade Marks and

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Related Intellectual Property on the date of this Agreement) to be satisfied by Sarment treating the Loan Notes as having been repaid to Luxco;

"Domain Names" shall mean those domain names set down in Part 3 to Schedule 1 to this Agreement and the website to which the Domain Name affects;

"Effective Date" shall mean the date of this Agreement;

"Loan Notes" means the £500,000 in principal amount of variable rate unsecured loan notes 2012 constituted by an instrument entered into by Sarment and dated 20 July 2009 held by Luxco pursuant to an assignment agreement between Luxco and Bertrand Didier Faure Beaulieu dated on the date of this Agreement;

"Related Intellectual Property" means rights relating to the Business in: Domain Names, logos, emblems, trade dress and other insignias of origin, commercial symbols, copyrights, related rights, database rights, design rights, service marks, logos, rights in get-up, business names, trade names, rights in the nature of unfair competition rights and rights to sue for passing off, trade secrets and other confidential or undisclosed information (or know-how), registered designs, all registrations or applications to register any of the aforesaid items and rights in the nature of any of the aforesaid items in any country or jurisdiction, and any common law rights and all the goodwill attaching to the Business;

"Territory" means the United Kingdom of Great Britain and Northern Ireland; and

"Trade Marks" the trade marks registered or the subject of applications for registration listed in part 1 of the schedule hereto and any unregistered trade marks relating to the Business.

1.2 Interpretation

In this Agreement:

- 1.2.1 Unless the context otherwise requires, words importing the singular number only include the plural number and vice versa, and any reference to the masculine gender includes the feminine and neuter genders.
- 1.2.2 The words **"including"**, **"include"**, **"for example"**, **"in particular"** and words of similar effect shall not limit the general effect of the words which precede them.
- 1.2.3 Headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.2.4 Reference to a Party shall be construed to include its successors and permitted assigns or transferees.

2. ASSIGNMENT

- 2.1 In return for the Consideration, Sarment hereby assigns with limited title guarantee to Luxco absolutely all and any right, title and interest in and to:
 - 2.1.1 the Trade Marks and Related Intellectual Property;
 - 2.1.2 the right to bring proceedings against any third Party in respect of infringement of the Trade Marks and/or Related Intellectual Property whether committed before

or after the date of this Agreement including the right to claim damages (including in respect of the period prior to the date hereof) or such other relief as may be available in respect thereof.

- 2.2 Sarment unconditionally and irrevocably waives, where applicable in respect of any Related Intellectual Property, such moral rights as are conferred by Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or other laws in force from time to time enacted in any part of the world conferring analogous rights.
- 2.3 As soon as reasonably practicable after the Effective Date, Sarment shall procure that:
 - 2.3.1 Luxco is registered at the relevant domain name registries and each Party shall take all steps required, including the execution of any documents to effect the transfer of the Domain Names to Luxco; and
 - 2.3.2 this Agreement is recorded at each of the relevant trade mark registries.

3. USE OF TRADE MARKS BY SARMENT

3.1 License

Subject to the terms and conditions of this Agreement, Luxco hereby grants to Sarment and Sarment hereby accepts an exclusive, royalty free license to use the Trade Marks and Related Intellectual Property for the term of the Agreement in connection with the name, operation, promotion, management and marketing of the Business so far as it is able in the Territory.

3.2 Right to sub-license

Sarment shall be entitled to sub-licence any or all of the rights granted to it under clause 3.1 provided that any such sub-licence contains obligations similar to those set out in clauses 3.3.1 and 3.3.2 and Sarment shall give notice to Luxco of any sub-licenses relating to the Trade Marks and/or Related Intellectual Property Rights entered into on or after the date of this Agreement.

3.3 Terms of License

The license to use the Trade Marks and Related Intellectual Property is subject to the following conditions:

- 3.3.1 Sarment shall use the Trade Marks and Related Intellectual Property only in accordance with the applicable provisions of this Agreement.
- 3.3.2 Except to the extent specifically permitted or required by this Agreement or by Luxco from time to time in writing, Sarment shall not, directly or indirectly, use or permit the use of the Trade Marks or Related Intellectual Property on or in connection with any other goods or services whatsoever, nor shall Sarment directly or indirectly, use or permit the use of any trademark or trade name which in Luxco's reasonable discretion shall be confusingly similar to the Trade Marks or Related Intellectual Property.

4. REGISTRATION, MAINTENANCE & TRANSFER OF THE TRADE MARKS & RELATED INTELLECTUAL PROPERTY

- 4.1 Luxco undertakes to manage the Trade Mark and Related Intellectual Property portfolio, including but not limited to:

- 4.1.1 maintaining the validity of existing registered Trade Marks in the Territory throughout the duration of this Agreement;
 - 4.1.2 progressing trade mark applications; and
 - 4.1.3 paying all necessary fees in a timely manner including but not limited to the fees for the registration of the assignment of the Trade Marks pursuant to clause 2.1.
- 4.2 Sarment will on request give to Luxco or its authorised representative any information as to its use of the Trade Marks and/or Related Intellectual Property which Luxco may require and will render any assistance reasonably required by Luxco in obtaining the registration of and in maintaining the registrations of the Trade Marks.

5. INFRINGEMENT OF RIGHTS

- 5.1 Sarment shall inform Luxco in writing of any claim by any third Party ("**Third Party Claim**") within 14 Business Days from the day on which such Third Party Claim came to its notice and Sarment shall not make any admissions to any third party in respect of such Third Party Claims.
- 5.2 Sarment shall, and shall use reasonable endeavours to ensure that it shall take such action and give such information and assistance as Luxco may reasonably request in writing to avoid, dispute, resist, mitigate, compromise or defend any Third Party Claim and to appeal against any judgment given in respect thereof.
- 5.3 On the written request of Luxco, the sole conduct of any legal proceedings of whatsoever nature arising out of any Third Party Claim ("**Proceedings**") shall be delegated to Luxco. For this purpose, Sarment shall give or use reasonable endeavours to arrange to be given to Luxco all such information as Luxco may reasonably require and shall appoint such solicitors and other professional advisers as Luxco may nominate to act of behalf on Sarment or any of its subsidiaries in accordance with Luxco's reasonable instructions.

6. TERM & TERMINATION OF THE LICENCE

- 6.1 This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with the provisions of this Agreement. The Agreement shall continue in force until terminated by either Party on twelve (12) months' notice in writing, subject to termination in accordance with the provisions of clause 6.2.
- 6.2 Either Party may terminate this Agreement with immediate effect by written notice to the other Party on or at any time after the occurrence of any of the following events (or any event analogous to any of them in a jurisdiction other than England and Wales):
- 6.2.1 the other Party commits a material breach of any term or condition of this Agreement when such breach is not capable of remedy; or
 - 6.2.2 the other Party is capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 6.2.3 the other Party directly or indirectly, attacks or assists another in attacking the validity of the Trade Marks.

7. CONSEQUENCES OF TERMINATION

- 7.1 In the event of termination of this Agreement howsoever arising:

- 7.1.1 Sarment shall be entitled to continue to conduct the Business using the Trade Marks, for a period of six months from the date of termination in such manner as Luxco may direct; and
 - 7.1.2 all provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect after termination.
- 7.2 Subject to the provisions of this clause 7, Sarment shall do nothing after the expiry or termination of this Agreement which might lead any person to believe that Sarment is still licensed to use the Trade Marks or is in any way connected with Luxco.

8. CONFIDENTIALITY

- 8.1 During the term of this Agreement and after termination or expiry of this Agreement for any reason both Parties:
 - 8.1.1 shall not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
 - 8.1.2 shall not disclose Confidential Information to any person except with the prior written consent of the disclosing Party;
 - 8.1.3 shall make every effort to prevent the use or disclosure of Confidential Information.
- 8.2 Clause 8.1 does not apply to Confidential Information which:
 - 8.2.1 is at the Effective Date or becomes at any time after that date publicly known other than by the recipient Party's breach of this Agreement;
 - 8.2.2 can be shown by the recipient Party to the disclosing Party's satisfaction to have been known by the recipient Party before disclosure by the disclosing Party;
 - 8.2.3 is or becomes available to the recipient Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure;
 - 8.2.4 is required to be disclosed by law.

9. NOTICES

- 9.1 The Parties acknowledge and agree that any communication in the day to day business regarding the operation of this Agreement can be conducted by email or any other way the Parties deem appropriate. However, any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by letter or facsimile to the following addresses:

For Sarment: 74 Hua Ting Lu, 200021 Shanghai, China marked for the attention of Bertrand Didier Faure Beaulieu (fax: + 862 164 317 159)

For Luxco: 6C, Rue Gabriel Lippmann, L-5365 Munsbach, Grand-Duchy of Luxembourg marked for the attention of Stewart Kam-Cheong (fax: +352/26.25.88.79)

or to such other address as a Party may from time to time notify or may have notified to the other Party in writing.

- 9.2 Any notice or other communication under or in connection with this Agreement shall be in the English language.

10. BONA FIDE DISPUTE

Any notice of termination given pursuant to clause 6.2.1 is ineffective if there is a bona fide dispute between the Parties as to whether or not there has been a material breach of the terms of the Agreement and such dispute has been submitted to arbitration before the notice of termination was given or before the notice of termination expired.

11. SEVERANCE

- 11.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable, in any respect:

11.1.1 it shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and

11.1.2 the Parties will use reasonable endeavours to negotiate in good faith with a view to replacing it with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.

12. THIRD PARTY RIGHTS

Other than as expressly provided, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any other person that is not a party to this Agreement.

13. VARIATION

No variation of this Agreement shall be valid unless it is in writing signed by a director of each of the Parties to this Agreement.

14. WAIVER AND CUMULATIVE REMEDIES

- 14.1 The rights and remedies provided by this Agreement may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

- 14.2 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

15. FURTHER ASSURANCE

Sarment shall at the request and cost of Luxco do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Agreement and to vest in Luxco the full benefit of the Trade Marks and Related Intellectual Property.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.

16.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Agreement or the legal relationships established by or in connection with this Agreement.

17. COUNTERPARTS


This Agreement may be executed in any number of counterparts each of which when executed by one or more Parties hereto shall constitute an original but all of which shall constitute one and the same instrument.

IN WITNESS whereof the Parties have executed this Agreement as a deed on the date first above written.

Executed as a deed by **SARMENT LIMITED**)
by a director in the presence of a witness:)
)
)

Signature 

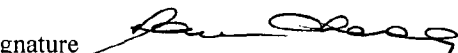
Name (block capitals) **Bertrand Didier
Faure Beaulieu**
Director

Witness signature 

Witness name **FARRAH SALEEM**
(block capitals)

Witness address **DLA PIPER HONG KONG**
17/F EDINBURGH TOWER, THE LANDMARK
15 QUEEN'S ROAD, CENTRAL HONG KONG

Executed as a deed by **SARMENT SÀRL** by)
a director in the presence of a witness:)
)
)

Signature 

Name (block capitals) **Stewart Kam-Cheong**
Sole Manager





Witness signature 

Witness name **CHRISTOPHE BEVER**
(block capitals)

Witness address **NAS LUXEMBOURG**
66 RUE GABRIEL LIPPHANN
L-5365 MUNSBAH
C-D of LUXEMBOURG

SCHEDULE 1:

Part 1: Trade Marks

Case Ref.	Country	Mark	Class	Official No.	Appln Date	Regn Date	Renewal Date	Case Status
M89960	European Community	SARMENT	16,33,35,41	E8326639	29/04/2009	14/11/2009	29/04/2019	Registered
M89961	Hong Kong	SARMENT	41,43	301334916	30/04/2009	07/10/2009	29/04/2019	Registered
M89971	USA	SARMENT	16,33,35,39,41	3805573	30/04/2009	22/06/2010	22/06/2020	Registered
M93835	China	SARMENT	16	8258946	30/04/2010	07/05/2011	06/05/2021	Registered
M93836	China	SARMENT	33	8258945	30/04/2010			Advertised
M93837	China	SARMENT	35	8258944	30/04/2010			Advertised
M93838	China	SARMENT	41	8258943	30/04/2010			Advertised
M93841	China		16	8259468	30/04/2010	07/05/2011	06/05/2021	Registered
M93842	China		33	8259467	30/04/2010			Advertised
M93843	China		35	8259466	30/04/2010			Advertised
M93844	China		41	8259465	30/04/2010	07/05/2011	06/05/2021	Registered

Part 2: Domain Names

1. sarmentwine.com

