

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372300

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roja Parfums Holdings Limited		12/02/2015	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antonio Puig S.A.		
<b>Street Address:</b>	46-48 L'Hospitalet de Llobregat		
<b>Internal Address:</b>	Plaza Europa		
<b>City:</b>	Barcelona		
<b>State/Country:</b>	SPAIN		
<b>Postal Code:</b>	08902		
<b>Entity Type:</b>	sociedad anonima: SPAIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3316300	SCANDAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6094546772		
<b>Email:</b>	brooks.bruneau@fisherbroyles.com, denise.mcculloch@fisherbroyles.com		
<b>Correspondent Name:</b>	Brooks R. Bruneau		
<b>Address Line 1:</b>	100 Overlook Center		
<b>Address Line 2:</b>	Second Floor		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540		
<b>ATTORNEY DOCKET NUMBER:</b>	04806.T135US SCANDAL		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Brooks R. Bruneau		
<b>Address Line 1:</b>	100 Overlook Center		
<b>Address Line 2:</b>	Second Floor		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540		

OP \$40.00 3316300

<b>NAME OF SUBMITTER:</b>	Brooks R. Bruneau
<b>SIGNATURE:</b>	/brooks r. bruneau/
<b>DATE SIGNED:</b>	02/06/2016
<b>Total Attachments: 6</b> source=SCANDAL assignment 3316300#page1.tif source=SCANDAL assignment 3316300#page2.tif source=SCANDAL assignment 3316300#page3.tif source=SCANDAL assignment 3316300#page4.tif source=SCANDAL assignment 3316300#page5.tif source=SCANDAL assignment 3316300#page6.tif	

DATED 2/12 2015

(1) ROJA PARFUMS HOLDINGS LIMITED

(2) RDPK LIMITED

(3) ROJA DOVE LIMITED

(4) ANTONIO PUIG S.A

---

TRADE MARK ASSIGNMENT

---

Stevens & Bolton LLP  
Way House  
GUILDFORD  
GU1 4YD

THIS AGREEMENT is made on <sup>2nd</sup> December 2015

**BETWEEN**

- (1) **ROJA PARFUMS HOLDINGS LIMITED** (registered number 07881919) a company incorporated in England and Wales whose registered office is at 41 New England Street, New England Quarter, Brighton, BN1 4GQ ("ROJA");
- (2) **RDPR LIMITED** (registered number 04615881) a company incorporated in England and Wales whose registered office is at 41 New England Street, New England Quarter, Brighton, BN1 4GQ ("RDPR");
- (3) **ROJA DOVE LIMITED** (registered number 05244770) a company incorporated in England and Wales whose registered office is at 41 New England Street, New England Quarter, Brighton, BN1 4GQ ("ROJA DOVE");

(together the "ROJA Entities"); and

- (4) **ANTONIO PUIG S.A** (registered number A08158289) a company incorporated in Spain whose registered office is at Plaza Europa, 46-48 08902 L'Hospitalet De Llobregat, Barcelona, Spain ("PUIG")

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

**BACKGROUND**

- (A) ROJA is the proprietor of the Trade Marks (as defined below).
- (B) ROJA has agreed to assign to PUIG the Trade Marks on the terms set out in this Agreement in consideration of the Fee (as defined below) and a limited licence back to ROJA on terms agreed between the Parties ("Licence Agreement").

**IT IS AGREED AS FOLLOWS**

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement (including the Schedules), unless expressly stated to the contrary, the following expressions shall have the following meanings:

- |                        |  |
|------------------------|--|
| <b>Business Day</b>    | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business; |
| <b>Completion Date</b> | the date of signature of this Agreement by the Parties;  |

Disclosed	fairly disclosed, with sufficient details to identify the nature of the matter disclosed, by ROJA to PUIG in writing before the Completion Date.
Fee	
Group	in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company (the terms "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006);
Trade Marks	the registered trade marks, together with any unregistered trade marks to the extent subsisting and owned by ROJA as at the Completion Date, (including any applications for registration) short particulars of which are set out in SCHEDULE 1, including any registration for "SCANDAL" owned by ROJA which has been recorded incorrectly on any trade mark register in the world;

2      **ASSIGNMENT AND PAYMENT**

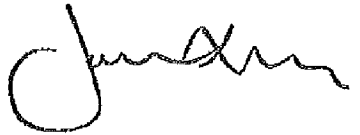
- 2.1      In consideration of the payment of the Fee and of the grant of the License Agreement, ROJA hereby assigns to PUIG absolutely with full title guarantee all of its right, title and interest in and to the Trade Marks, including:
- 2.1.1    to the extent that there are any applications for registration, the absolute entitlement to any registrations granted pursuant to any of such applications comprised in the Trade Marks;
  - 2.1.2    all statutory and common law rights attaching to the Trade Marks together with all goodwill attaching to the Trade Marks as at the Completion Date and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
  - 2.1.3    the right to bring, make, oppose, defend or 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 arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this Agreement.
- 2.2      The Fee shall be payable in full by PUIG within 10 Business Days of the Completion Date, subject to receipt by PUIG of a properly rendered invoice from ROJA on or before the Completion Date.
- 2.3      All payments made by PUIG under this Agreement shall be interpreted as being gross amounts.

12 **GOVERNING LAW AND JURISDICTION**

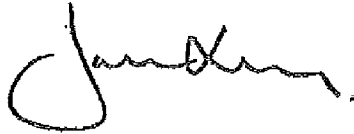
This Agreement and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales for the determination of all disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Agreement.

Agreed by the Parties on the date set out at the beginning of this Agreement.

Signed by **JAMIE KELLY** for and on )  
behalf of **ROJA PARFUMS** )  
**HOLDINGS LIMITED** )  
)



Signed by **JAMIE KELLY** for and on )  
behalf of **ROJA DOVE LIMITED** )  
)  
)



Signed by **PETER CAUSER** for and on )  
behalf of **RDPR LIMITED** )  
)  
)



Signed by **ANA PALLARES** for and on )  
behalf of **ANTONIO PUIG, S.A** )  
)  
)



**SCHEDULE 1 TRADE MARKS**

**PART 1 - REGISTERED TRADE MARKS**

Country/ territory	Mark	Proprietor	Number	Registration Date	Date of filing of recordal*	Classes
CTM	SCANDAL	Roja Parfums Holdings Limited	EU005874441	7 July 2008	25 November 2015	3, 44
US	SCANDAL	Roja Parfums Holdings Limited	3316300	23 October 2007	25 November 2015	3
UAE	SCANDAL	Roja Parfums Holdings Limited	173049	7 July 2013	N/A	3
International	SCANDAL	Roja Parfums Holdings Limited	954785	25 January 2008	25 November 2015	3

*\*Date on which application to record Roja Parfums Holdings Limited as the registered proprietor was filed at the relevant trade mark office.*

**PART 2 - APPLICATIONS**

Country/ territory	Mark	Proprietor	Number	Filing Date	Classes
Canada	SCANDAL	Roja Parfums Holdings Limited	1753763	6 November 2015	3

**PART 3 - UNREGISTERED TRADE MARKS**

All worldwide, unregistered rights in the mark "SCANDAL" to the extent subsisting and owned by ROJA as at the Completion Date.