

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383821

<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>
Hermitage S.A.S.		02/03/2016	Corporation: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vistamex Limited		
<b>Street Address:</b>	9 Vasili Michaelidi		
<b>City:</b>	Limassol		
<b>State/Country:</b>	CYPRUS		
<b>Entity Type:</b>	Limited Company: CYPRUS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86826312	HERMITAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123214299		
<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>	312-321-4200		
<b>Email:</b>	officeactions@brinksgilson.com		
<b>Correspondent Name:</b>	Michael R. Friedman		
<b>Address Line 1:</b>	P.O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>NAME OF SUBMITTER:</b>	Michael R. Friedman		
<b>SIGNATURE:</b>	/Michael R. Friedman/		
<b>DATE SIGNED:</b>	05/10/2016		
<b>Total Attachments: 8</b>			
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DATED DECEMBER 21, 2015

HERMITAGE S.A.S of France

And

VISTAMEX LIMITED of Cyprus

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TRADEMARK ASSIGNMENT AGREEMENT

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Ref:

 **NEOCLEOUS**

ANDREAS NEOCLEOUS & CO LLC.  
Neocleous House  
199 Arch. Makarios III Avenue  
P. O. Box 50613  
CY-3608 Limassol  
Cyprus

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**TRADEMARK**  
**REEL: 005791 FRAME: 0628**

## AGREEMENT FOR THE ASSIGNMENT OF TRADEMARKS

Entered into between:

### **PARTIES:**

1. **HERMITAGE S.A.S.** a corporation duly incorporated in accordance with the laws of France having its registered address at 1 and 3 avenue Marceau, 75116 Paris, France, under Registration number 449 818 509 (hereinafter referred to as the «Assignor»)
2. **VISTAMEX LIMITED** a company duly incorporated in accordance with the laws of the Republic of Cyprus having its registered office at 9 Vasili Michaelidi, Limassol, Cyprus, under Registration N° HE 256686 (hereinafter referred to as the "Assignee");

(the "Assignor" and the "Assignee" hereinafter shall collectively be referred to as the "Parties")

### **RECITALS:**

(A) WHEREAS the Assignor is the legal and beneficial owner of all right, title, interest in and to the registered Trademarks (free of any lien or charge) and the corresponding registrations and the pending applications for the international registration of the Trademarks as set out in Schedule 1 and Schedule 2 respectively of the present Agreement, together with the goodwill of the business connected with and symbolized by the said Trademarks as set out respectively in Schedule 1 and Schedule 2 of the Present Agreement. These trademarks are not currently under commercial exploitation by the Assignor.

(B) WHEREAS the Assignee desires to acquire the entire right, title and interest in and to the registered Trademarks and all pending applications for the international registration of the Trademarks which are set out in Schedule 1 and Schedule 2 respectively of the present Agreement.

NOW, THEREFORE, for the purchase price as set out in Schedule 1 and Schedule 2 of the present Agreement, the Parties hereby agree as follows:

### **AGREEMENT:**

#### **1. Definitions:**

- 1.1. In this Agreement, unless the context indicates otherwise, the following words shall have the cognate meaning assigned to them:



- 1.1.1. "AGREEMENT" This Agreement together with all Schedule 1 and Schedule 2;
- 1.1.2. "BUSINESS DAY" shall mean a day upon which the banks are open for business in Cyprus;
- 1.1.3. "EFFECTIVE DATE" shall mean the date of the last signature on this Agreement;
- 1.1.4. "PARTIES" shall mean collectively the "Assignor" and the "Assignee";
- 1.1.5. "PURCHASE PRICE" shall mean the total purchase price for each registered Trademark as set out in Schedule 1 of the present Agreement and a lump sum price for all the pending applications for the international registration of the trademark "HERMITAGE" as set out in Schedule 2 of the present Agreement.
- 1.1.6. "TRADEMARKS" shall mean the trademarks as set out in Schedule 1 and Schedule 2 of the present Agreement.
- 1.1.7. Words denoting the singular shall include the plural and vice versa. Words denoting the masculine gender shall include the feminine and neuter genders and vice versa. Any references to any person shall include individuals, firms, corporate entities, unincorporated associations or bodies and partnerships.
- 1.1.8. The headings in this Agreement have been included for convenience purposes and ease of reference only and shall not affect the interpretation of this Agreement.
- 1.1.9. Except where expressly stated to the contrary, any reference to days and the calculation of such days, shall mean consecutive calendar days and shall exclude the first day and include the last day, except where stated otherwise.
- 1.1.10. Wherever the consent, authority or permission of the Parties to this agreement is required anywhere in this Agreement, such consent, authority or permission shall always mean that it must be given:  
before the occurrence of the event that may require such consent, authority or permission;  
In writing, except if expressly stated to the contrary;

## 2. Assignment of Trademarks

- 2.1. The Assignor hereby sells, assigns, transfers and conveys to the Assignee the entire right, title, interest together with the goodwill in and to the Trademarks and all pending

applications for the international registration of the Trademarks as set out in Schedule 1 and Schedule 2 respectively of the present Agreement, including the benefit in any pending applications for the international registration with the intention that if the said applications are granted the international registrations will vest in the Assignee and any common law rights attaching to the said Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks (including without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside France based in whole or in part upon the Trademarks and any priority right that may arise from the Trademarks), the same to be held and enjoyed by the Assignee as fully and entirely as said interest could have been held and enjoyed by the Assignor had this sale, assignment, transfer and conveyance not been made.

- 2.2. The Assignee hereby agrees to pay to the Assignor the entire purchase price of each Trademark as set out in Schedule 1 and the lump sum price for the pending applications for the international registration of the trademark "HERMITAGE" as set out in Schedule 2 of the present Agreement.
- 2.3. The purchase price will be paid by the Assignee upon successful transfer of the title and rights and the confirmation of trademark transfer formalities and at latest before December 21, 2016.  
Interests will be charged on the deferred payment by the Assignor to the Assignee at the rate of 7 (seven) per cent per year which will be monthly capitalized until the date of the final payment, every started month will be entirely due.
- 2.4. The Assignor hereby agrees to execute all documents and/or applications which are necessary to enable the recording of this assignment or to confirm the Assignee's ownership of the Trademarks as set out in Schedule 1 and Schedule 2 of the present Agreement.
- 2.5. Further, the Assignor shall upon signing the present Agreement sign before a national authority, Office for Harmonisation in the Internal Market and the World Intellectual Property Organization, any applications and/or documents which are required for the recording in their register of the assignment of the Trademarks which are set out in Schedule 1 and Schedule 2 of the present Agreement to the Assignee.
- 2.6. This Agreement shall include the right for the Assignee to bring proceedings against any third party in respect of the Trademarks (including proceedings against any third party for infringement of the Trademarks or for passing off or for otherwise infringing the rights in the Trademarks taking place after the date of this Agreement). The Assignor agrees and undertakes to provide to the Assignee (at his request) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trademarks and the Assignor shall indemnify the



Assignee in respect of all costs and expenses actually incurred by it in providing the Assignee with such assistance.

- 2.7. Without prejudice to any other provision of this Agreement, the Assignor shall remain responsible for all obligations and liabilities (whether actual, prospective or contingent, whether statutory, contractual or otherwise and whether or not of a pecuniary nature) which arise from or in relation to the ownership and operation of the transferred trademarks and the Assignor undertakes to discharge such obligations and liabilities promptly as and when they fall due.

### 3. General

- 3.1. This Agreement contains the entire agreement between the Parties, and supersedes all prior negotiations, drafts and other understandings which the Parties may have had concerning the subject matter hereof. The Parties acknowledge and agree that by entering into this Agreement, they do not rely on any statement, representation assurance or warranty of any person (whether a Party to the Agreement or not and whether made in writing or not) other than as expressly set out in the Agreement. Each Party agrees that the only rights or remedies available to any Party arising out of or in connection with this Agreement or its subject matter shall be solely for breach of contract except as otherwise expressly provided for in this Agreement and that nothing in this clause shall exclude or limit any liability for fraud.
- 3.2 The present Agreement may not be amended or modified except by written documents signed by the Parties.
- 3.3. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under the applicable law. If any provision of this Agreement is held to be prohibited by, or invalid under the applicable law, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

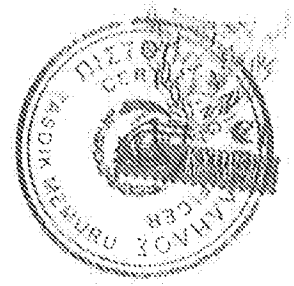
### 4. Counterparts

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute one and the same Agreement.

### 5. Notices

Any notice, demand request consent or other communication which a Party desires or is required to give to the other Party shall be in writing and shall be deemed to have been given when either (a) delivered in person or by facsimile transfer, or (b) sent by overnight courier or first class registered or certified mail, postage pre-paid, return receipt requested addressed to such Party at the address set forth above. A Party may designate another address for itself at any time upon written notice to the other Party.





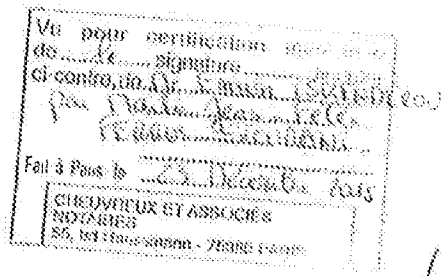
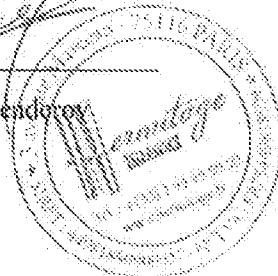
**6. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with laws of the Republic of Cyprus and the Parties irrevocably agree that the Courts of the Republic of Cyprus are to have exclusive jurisdiction regarding any disputes which arise out of or in connection with this Agreement.

In WITNESS WHEREOF, this Agreement has been entered into on the day and year first above

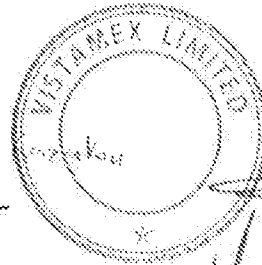
**ASSIGNOR**

By: Mr Emn Iskenderov  
Title: CEO  
Country: France

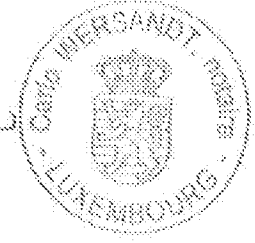


**ASSIGNEE**

By: Ms Alexandra Kazakou  
Title: Director  
Country: Cyprus



By: Mrs. Savva SAVVA  
Country: Luxembourg



Signed (or sealed) this day in my presence by  
ALEXANDRA KAZAKOU  
As the Certifying Officer, I certify only the signature which appears on document and assume no responsibility for the content of this document. In testimony whereof I have here to set my hand and official seal this 3 day of February 2016

MICHALAKIS SAVVA  
Certifying Officer

**LEGALIZATION**

The undersigned Maître Carlo WERSANDT, Notary Public, hereby certifies the authenticity of the appointment of Emn Iskenderov Luxembourg, the 19/01/2016



SCHEDULE 1 OF THE AGREEMENT

Trademark Name	Trademark Owner	Country	Classes	Application Date	Application N°	Registration Date	Registration N°	Status	Expiration	Trademark Purchase price (EUR) without VAT
1	Hermitage SAS	France	16, 36, 37, 42, 43	24/10/2012	123955917	24/10/2012	133955917	Registered	24/10/2022	7 364 €
2	HERMITAGE	France	16, 36, 37, 42	05/11/2004	045322367	05/11/2004	043322367	Registered	05/11/2024	15 886 €
3	HERMITAGE	EU	16, 36, 37, 42	02/08/2005	004467239	26/07/2006	004467239	Registered	02/06/2025	19 590 €
4	HERMITAGE LIFE STYLE	France	16, 36, 37, 42	24/02/2009	083632171	24/02/2009	083632171	Registered	24/02/2019	7 475 €
5	HERMITAGE LIFE STYLE	EU	16, 36, 37, 42	01/07/2009	008399545	26/01/2010	008399545	Registered	01/07/2019	9 607 €
6	HERMITAGE PLAZA	France	16, 36, 37, 42	15/12/2008	083617712	22/05/2009	083617712	Registered	15/12/2018	11 033 €
7	HERMITAGE PLAZA	EU	16, 36, 37, 42	23/06/2009	008382285	26/01/2010	008382285	Registered	23/06/2019	10 566 €
8	HERMITAGE TOWERS	France	16, 36, 37, 42	03/04/2008	083595900	03/04/2008	083595900	Registered	03/04/2018	7 946 €
9	HERMITAGE TOWERS	EU	16, 36, 37, 42	18/09/2008	007266586	05/06/2009	007266586	Registered	18/09/2018	10 852 €
<b>TOTAL</b>										<b>189 510 €</b>

## Schedule 2 of the agreement

Reference	Country	Trademark Name	Application Date	Application N°	Trademark Owner	Classes
1581684T/AE	UAE	HERMITAGE	Waiting for confirmation		Hermitage	36
1581684T/AE1	UAE	HERMITAGE			Hermitage	36
1581684T/AE2	UAE	HERMITAGE			Hermitage	37
1581684T/AE3	UAE	HERMITAGE			Hermitage	43
1581684T/AE4	UAE	HERMITAGE			Hermitage	44
1581684T/BR	Brazil	HERMITAGE	19/11/2015	910300771	Hermitage	35
1581684T/BR1	Brazil	HERMITAGE	19/11/2015	910300798	Hermitage	36
1581684T/BR2	Brazil	HERMITAGE	19/11/2015	910300828	Hermitage	37
1581684T/BR3	Brazil	HERMITAGE	19/11/2015	910300836	Hermitage	43
1581684T/BR4	Brazil	HERMITAGE	19/11/2015	910300852	Hermitage	44
1581684T/CA	Canada	HERMITAGE	18/11/2015	1755256	Hermitage	35, 36, 37, 43, 44
1581684T/CH	Switzerland	HERMITAGE	17/11/2015	64422/2015	Hermitage	35, 36, 37, 43, 44
1581684T/CN	China	HERMITAGE	Waiting for confirmation		Hermitage	35, 36, 37, 43, 44
1581684T/HK	Hong Kong	HERMITAGE	18/11/2015	303601584	Hermitage	35, 36, 37, 43, 44
1581684T/IL	Israel	HERMITAGE	Waiting for confirmation		Hermitage	35, 36, 37, 43, 44
1581684T/IN	India	HERMITAGE	18/11/2015	3100329	Hermitage	35, 36, 37, 43, 44
1581684T/JP	Japan	HERMITAGE	02/12/2015	2015-118295	Hermitage	35, 36, 37, 43, 44
1581684T/KW	Kuwait	HERMITAGE	22/11/2015	174756	Hermitage	35
1581684T/KW1	Kuwait	HERMITAGE	22/11/2015	174757	Hermitage	36
1581684T/KW2	Kuwait	HERMITAGE	22/11/2015	174758	Hermitage	37
1581684T/KW3	Kuwait	HERMITAGE	22/11/2015	174759	Hermitage	43
1581684T/KW4	Kuwait	HERMITAGE	22/11/2015	174760	Hermitage	44
1581684T/LB	Lebanon	HERMITAGE	Waiting for confirmation		Hermitage	35, 36, 37, 43, 44
1581684T/MC	Monaco	HERMITAGE	23/11/2015	333292	Hermitage	35, 36, 37, 43, 44
1581684T/MO	Macau	HERMITAGE	18/11/2015	N/106147	Hermitage	35
1581684T/MO1	Macau	HERMITAGE	18/11/2015	N/106148	Hermitage	36
1581684T/MO2	Macau	HERMITAGE	18/11/2015	N/106149	Hermitage	37
1581684T/MO3	Macau	HERMITAGE	18/11/2015	N/106150	Hermitage	43
1581684T/MO4	Macau	HERMITAGE	18/11/2015	N/106151	Hermitage	43
1581684T/NO	Norway	HERMITAGE	19/11/2015	201514663	Hermitage	35, 36, 37, 43, 44
1581684T/QA	Qatar	HERMITAGE			Hermitage	35
1581684T/QA1	Qatar	HERMITAGE			Hermitage	36
1581684T/QA3	Qatar	HERMITAGE	Waiting for confirmation		Hermitage	42 Classes 43 and 44 were reclassified in classe 42 in accordance with the local legislation
1581684T/RU	Russia	HERMITAGE	19/11/2015	2015737893	Hermitage	35, 36, 37, 43, 44
1581684T/TR	Turkey	HERMITAGE	26/11/2015	2015/97239	Hermitage	35, 36, 37, 43, 44
1581684T/UA	Ukraine	HERMITAGE	23/11/2015	2015 21190	Hermitage	35, 36, 37, 43, 44
1581684T/US	<b>USA</b>	HERMITAGE	20/11/2015	66/826,312	Hermitage	35, 36, 37, 43, 44

The total purchase price of the application for the international registration of the trademark "HERMITAGE" in the countries listed above is **98 104,00 €** (ninty eight thousand one hundred and four EUR) without VAT

**TRADEMARK**