

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429718

<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>
LOVEHONEY LIMITED		04/28/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LOVEHONEY GROUP LIMITED		
<b>Street Address:</b>	100 LOCKSBROOK ROAD		
<b>City:</b>	BATH		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	BA1 3EN		
<b>Entity Type:</b>	Limited Liability Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4612223	COCO DE MER	
<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>Email:</b>	trademarks@thrings.com		
<b>Correspondent Name:</b>	Thrings LLP		
<b>Address Line 1:</b>	The Paragon, Counterslip		
<b>Address Line 4:</b>	Bristol, UNITED KINGDOM BS1 6BX		
<b>NAME OF SUBMITTER:</b>	Richard longhurst		
<b>SIGNATURE:</b>	/Richard Longhurst/		
<b>DATE SIGNED:</b>	06/02/2017		
<b>Total Attachments: 8</b>			
source=IP Assignment Lovehoney Limited#page1.tif			
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OP \$40.00 4612223



THIS DEED IS DATED 28 April 2017

#### PARTIES

- (1) Lovehoney Limited incorporated and registered in England and Wales with company number 04637868 whose registered office is at 100 Locksbrook Road, Bath, BA1 3EN (the Assignor); and
- (2) Lovehoney Group Limited incorporated and registered in England and Wales with company number 06016233 whose registered office is at 100 Locksbrook Road, Bath, BA1 3EN (the Assignee).

#### BACKGROUND

- (A) The Assignor owns the Assigned Rights.
- (B) The Assignor has agreed to distribute in specie to the Assignee (sole shareholder of the Assignor), the intellectual property rights listed in the Schedule to this agreement, on the terms set out in this agreement.

#### AGREED TERMS

##### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

##### 1.1 Definitions:

###### Assigned Rights:

the Design Patents, Trade Marks and Registered Designs and all the Intellectual Property Rights owned by the Assignor including those set out in Schedule 1.

###### Business Day:

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

###### Design Patents:

the design patents short particulars of which are set out in Schedule 1.

###### Intellectual Property Rights:

Design patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

###### Registered Designs:

the registered designs and the applications short particulars of which are set out in Schedule 1.

###### Trade Marks:

the registered trade marks and the applications and the unregistered trade marks and trade names short particulars of which are set out in Schedule 1.

###### VAT:

value added tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.6 A reference to writing or written includes fax but not email.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

## 2. ASSIGNMENT

- 2.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights by way of distribution in specie, including:
  - (a) the absolute entitlement to any registrations granted pursuant to any of the applications within the Assigned Rights;
  - (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
  - (c) 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 arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

## 3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

## 4. WARRANTIES

- 4.1 The Assignor warrants that:
  - (a) it has sufficient distributable reserves to distribute the Assigned Rights in specie;
  - (b) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights; and
  - (c) for each of the applications and registrations listed in Schedule 1, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid.

**5. FURTHER ASSURANCE**

- 5.1 At the expense of the Assignee, the Assignor shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement , including:
- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
  - (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.
- 5.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.
- 5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- 5.4 Without prejudice to clause 5.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this agreement requires the Assignor to take;
  - (b) exercise any rights which this agreement gives to the Assignor; and
  - (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 5.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

**6. WAIVER**

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

**7. ENTIRE AGREEMENT**

- 7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**8. VARIATION**

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

**9. SEVERANCE**

9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**10. COUNTERPARTS**

10.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

**11. THIRD PARTY RIGHTS**

No one other than a party to this agreement shall have any right to enforce any of its terms.

**12. NOTICES**

12.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

12.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.4 A notice given under or in connection with this agreement is not valid if sent by email.

**13. GOVERNING LAW**

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

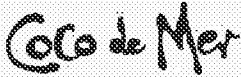

14. JURISDICTION

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

THIS AGREEMENT has been entered into as a deed on the date stated at the beginning of it.

**SCHEDULE 1 - Intellectual Property Rights**

**PART 1 REGISTERED TRADE MARKS**

MARK	JURISDICTION	NUMBER	CLASSES	REGISTRATION DATE
GEORGIANA (word)	EU	14359368	3, 5, 10	01/12/2015
EMMELINE (word)	EU	14359376	3, 5, 10	02/12/2015
CATHERINE (word)	EU	14359384	10	03/12/2015
NELL (word)	EU	14359392	10	03/06/2016
	EU	12640702	10, 14, 18, 25, 35	13/05/2015
COCO DE MER (word)	US	86009833	5, 10, 14, 18, 25, 35	30/09/2014
	UK	22750588	4, 5, 10, 16, 18, 20, 22, 24, 28, 30, 32, 35	09/07/2004

**PART 2 TRADE MARK APPLICATIONS FILED**

**PART 3 UNREGISTERED TRADE MARKS**

All product names sold under the coco de mer brand and goodwill attaching thereto.


**PART 4 DESIGN PATENTS/REGISTERED DESIGN**

DESCRIPTION of RIGHT	JURISDICTION	NUMBER	REGISTRATION DATE
Design : NELL	US	USD717964S	18/11/2014
Design: NELL	EU	002384206-0001	14/01/2014

**PART 5 OTHER INTELLECTUAL PROPERTY RIGHTS**

DESCRIPTION of	JURISDICTION	NUMBER	REGISTRATION



RIGHT			DATE
Copyright: 	China	00183008	29/03/2012
Domain name: Coco-de-mer.com (and all intellectual property rights existing in the website hosted at this address) Coco-de-mer.co.uk (and all intellectual property rights existing in the website hosted at this address)	n/a	n/a	n/a

Executed as a deed by LOVEHONEY LIMITED acting by RICHARD LONGHURST, a director, in the presence of:

.....  
Director

.....  
[SIGNATURE OF WITNESS]  
[NAME, ADDRESS AND OCCUPATION OF WITNESS]

J. Huber, JASMINE HARBER, 16 MANOR ROAD, SALT FORD  
BS31 3DN, ACCOUNTANT

Executed as a deed by LOVEHONEY GROUP LIMITED acting by RICHARD LONGHURST a director, in the presence of:

.....  
Director

.....  
[SIGNATURE OF WITNESS]  
[NAME, ADDRESS AND OCCUPATION OF WITNESS]

J. Huber, JASMINE HARBER, 16 MANOR ROAD, SALT FORD,  
BS31 3DN, ACCOUNTANT