TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM451152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRAGRANCES OF IRELAND LIMITED		04/25/2017	Company: IRELAND

RECEIVING PARTY DATA

Name:	FRAGRANCES OF IRELAND IP LIMITED
Street Address:	KILMACANOGUE
Internal Address:	BRAY CO.
City:	WICKLOW
State/Country:	IRELAND
Entity Type:	Company: IRELAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3906777	INIS MOONLIGHT
Registration Number:	3070062	THE ENERGY OF THE SEA
Registration Number:	4390890	INIS AROSE
Registration Number:	4113979	SONAS
Registration Number:	4089862	NUA NAUTANICALS
Registration Number:	3614904	SEA ENERGY
Registration Number:	3377013	INIS ÓR
Registration Number:	3274265	GARDEN OF IRELAND
Registration Number:	2393910	INIS THE ENERGY OF THE SEA
Registration Number:	1969274	NATURALLY IRISH

CORRESPONDENCE DATA

Fax Number: 3239340202

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.

Phone: 3239342300

Email: dkeefe@la.ladas.com **Correspondent Name:** LADAS & PARRY LLP

Address Line 1: 5670 WILSHIRE BOULEVARD

Address Line 2: **SUITE 2100**

> TRADEMARK REEL: 006206 FRAME: 0766

900428852

Address Line 4: LOS	ANGELES, CALIFORNIA 90036-5679
NAME OF SUBMITTER:	ELIZABETH A. LINFORD
SIGNATURE:	/ELIZABETH A. LINFORD/
DATE SIGNED:	11/16/2017
Total Attachments: 16	
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Agreement to Assign and Licence Back of Intellectual Property Rights

Assignor

FRAGRANCES OF IRELAND LIMITED

Assignee

FRAGRANCES OF IRELAND IP LIMITED

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THIS AGREEMENT is made on 25th April 2017.

PARTIES

- (1) Fragrances of Ireland Limited whose registered office is at Kilmacanogue, Bray, Co. Wicklow ("the Assignor") and
- (2) Fragrances of Ireland IP Limited whose registered office is at Kilmacanogue, Bray, Co. Wicklow ("the Assignee")

RECITALS

- (A) The Assignor is the proprietor of the Intellectual Property Rights to the trade marks and associated brands more particularly described in Schedule 1.
- (B) The Assignor has agreed to assign all Intellectual Property Rights to the trade marks and associated brands more particularly described in Schedule 1 to the Assignee on the terms set out in this Agreement.
- (C) The Assignee wishes to grant a licence back to the Assignor to use the Intellectual Property Rights for commercial exploitation during the Term on the terms set out in this Agreement.

NOW IT IS AGREED as follows:

1 Definitions

In this Agreement the following words and expressions shall unless the context otherwise requires have the following meanings:

Comme	nce	me	nt
Date			

means the date this Agreement is executed by both parties

Intellectual Property Rights

includes patents, design rights, trade marks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, Know-How, trade or business name, rights in confidential information, goodwill, and other similar rights existing in any part of the world associated with the trademarks and associated brands in Schedule 1 of this Agreement

Know-How

means all know-how, experience, data, technical and commercial information relating to the production marketing and sale of perfume and cosmetic products including but not limited to formulae, designs, drawings, and mode of operation

Licence

means the licence granted by the Assignee to the Assignor as set out in clause 3.1 of this Agreement

Quarter

means 31 March, 30 June, 30 September and 31 December

Rights

means all vested contingent and relevant future rights of copyright and all relevant rights in the nature of copyright and all other relevant Intellectual Property Rights together with accrued rights of action, the right to sue for pass breaches of the Rights, the right to sue for passing-off, and to claim and retain damages, the right to apply for, prosecute and obtain trade mark, copyright, design right, patent and other protection in any part of the world in relation to all or any of the Intellectual Property Rights in and the inventions contained in the

Software, including the right to apply for renewals and extensions of such rights and all other relevant rights of whatever nature in and to the Software whether now known or in the future created to which the Assignor is now or may at any time after the date of this Agreement be entitled by virtue of or pursuant to any of the laws in force in each and every part of the world

Royalty

means such royalty payment as may from time to time be agreed

between the parties to this Agreement

Term

means the term for the Licence specified in clause 3.2 of this

Agreement

Territory

means worldwide

Year(s)

means 365 days from the Commencement Date and the same date in

each following year

2 Assignment

- 2.1 In consideration of the Assignee agreeing to pay the sum of €684,328 to the Assignor, (the receipt and sufficiency of which is acknowledged by the Assignor), the Assignor hereby assigns the Brands set out in Schedule 1 hereto with effect from the Commencement Date to the Assignee with full title guarantee and agrees to effect an Assignment of the registered trade marks, such Assignment shall be in the form as set out in Appendix 1 to this Agreement.
- 2.2 The Assignor acknowledges the unrestricted right of the Assignee to license the exploitation of all or any part of the Rights in the Trade Marks or associated brands to third parties anywhere in the world, although nothing in this Agreement shall however oblige the Assignee to commence or continue to exploit the Rights.
- 2.3 The parties agree to do all such things and to sign and execute all such documents and deeds as may be reasonably required in order to perfect, protect or enforce any of the Rights assigned and granted to the Assignee pursuant to this Agreement, or any of them, including the signature of appropriate assignments of Intellectual Property Rights from all contractors and employees including the Assignment in Appendix 1 to this Agreement.
- As soon as possible after the Commencement Date, the Assignor shall supply to the Assignee (at no charge to the Assignee) all documents or other information relating to the Intellectual Property Rights which it has not yet supplied to the Assignee, as may be requested by the Assignee.
- 2.5 Completion will take place after the signing of this Agreement and not before the receipt of a Capital Gains Tax Certificate from Revenue within the meaning of Section 980 Taxes Consolidation Act 1997.

3 Licence back of intellectual property rights

- 3.1 In consideration of the Assignor paying to the Assignee the Royalty, the Assignee grants to the Assignor with effect from the Commencement Date a non-exclusive licence to market, distribute, use, sell, rent, lease or otherwise provide, maintain, and support the intellectual Property Rights throughout the Territory for the Term.
- 3.2 The Licence shall commence on the Commencement Date and shall continue thereafter on a year to year basis until or unless terminated by either party giving to the other not less than

[6] months' prior written notice, subject always to prior termination as specified in this Agreement.

4 Payment

- 4.1 The Royalty shall be paid by the Assignor to the Assignee on all Sales by the Assignor anywhere in the Territory.
- 4.2 Royalty payments shall be made quarterly in arrears. Within 14 days of the end of each Quarter date, the Assignorshall provide to the Assignee a statement showing details of the Net Receipts and the Royalty due to the Assignee for the previous Quarter.
- 4.3 Upon receipt of a Royalty statement showing the Royalty payment due, the Assignee shall issue an invoice to the Assignor, and the Assignor shall pay the Royalty within 28 days in accordance with the Assignor's normal accounting practices.
- The Assignor shall keep accurate books of account and records covering all transactions relating to this Agreement at its principal place of business for a period of [6] years after making any Royalty payment reflected in such records. The Assignor shall produce such records to the Assignee on request from time to time.

5 Termination

- 5.1 Either party may terminate the Licence immediately on giving notice in writing if any of the following events shall occur, namely:
 - 5.1.1 if the other party is in breach of any term, condition or provision of this Agreement or required by law and has failed to remedy such breach having been given 30 days' written notice to do so (such request to be sent by registered post and to contain a warning of an intention to terminate); or
 - 5.1.2 if the other party shall present a petition or have a petition presented by a creditor for its winding up (which shall not be dismissed, adjourned or otherwise rendered ineffective), or shall convene a meeting to pass a resolution for voluntary winding up, (other than for the purposes of a bona fide reconstruction or amalgamation) or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation) or shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed to be unable to pay its debts, or shall cease to carry on business.

6 Warranties and disclaimers

- 6.1 The Assignor warrants to the Assignee that:
 - 6.1.1 It has the right and authority to grant to the Assignee the rights granted in this Agreement oragreed to be granted;
 - 6.1.2 It is the sole and exclusive owner of the Rights and has the right and authority to assign the same;

7 Intellectual property claims

- 7.1 Subject to clause 7.2 below, the Assignee shall defend any claim brought against the Assignor alleging that the use of the Intellectual Property Rights infringes the intellectual property rights of a third party ('IPR Claim') and the Assignee shall pay all costs and damages awarded or agreed to in settlement of an IPR Claim provided that the Assignor:
 - 7.1.1 furnishes the Assignee with prompt written notice of the IPR Claim;

- 7.1.2 provides the Assignee with reasonable assistance in respect of the IPR Claim;
- 7.1.3 gives to the Assignee the sole authority to defend or settle the IPR Claim.
- 7.2 The Assignee shall defend any IPR claim at its own expense unless the IPR Claim arises as a result of a breach of any of the warranties given by the Assignor pursuant to clause 6 above. In the event that such an IPR Claim arises, it shall be defended at the Assignor's expense and the Assignor shall pay all costs and damages awarded or agreed to in settlement of such an IPR Claim. Any steps taken in respect of such a claim shall be without prejudice to any claim the Assignee may have against the Assignor in respect of any breach of warranty.

8 Confidential information

- Each party undertakes, except as provided below, to treat as confidential and keep secret all information marked 'confidential' or which may reasonably be supposed to be confidential, (collectively referred to as 'the information') with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that this clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).
- 8.2 Each party shall not without the prior written consent of the other party divulge any part of the information to any person except:
 - 8.2.1 to their own employees and then only to those employees who need to know the same;
 - 8.2.2 to either party's auditors, an officer of the Revenue Commissioners, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation.
- 8.3 Each party undertakes to ensure that persons and bodies referred to in clause 8.2 are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party.
- 8.4 Each party shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.
- The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

9 Data protection

The parties undertake to comply with the provisions of the Data Protection Act 1998 and Data Protection Act 2003 (as amended) and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.

10. Quality Control

The Assignee warrants that it shall ensure the maintenance of the quality of all products sold under the trade marks or brands in this Agreement and the Assignor shall receive samples (upon demand) of the products and the marketing material to ensure its standards are being adhered to. In the event that the Assignee does not comply with the Assignors standard of quality control the Assignor may call upon the Assignee by notice in writing to remedy the

defect and provide evidence that it is meeting the Assignors standards within 21 days of the written notice and if the Assignee fails to remedy the defect or deficiency the Assignor may revoke the Licence.

11. Interpretation

- 11.1 In this Agreement unless the context otherwise requires:
 - 11.1.1 words importing any gender include every gender;
 - 11.1.2 words importing the singular number include the plural number and vice versa;
 - 11.1.3 words importing persons include firms, companies and corporations and vice versa;
 - 11.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
 - 11.1.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
 - 11.1.6 the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
 - 11.1.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
 - 11.1.8 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
 - 11.1.9 any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.
- 11.2 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the body of this Agreement shall take precedence.

12. Nature of relationship

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

13. Amendments

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each party.

14. Announcements

No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

15. Assignment

- 15.1 This Agreement is personal to the parties and, subject to clause 15.2 below, neither this Agreement nor any rights, licences or obligations under this Agreement, may be assigned by either party without the prior written approval of the other party.
- 15.2 Notwithstanding the foregoing, either party may assign this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under

common control with a party to this Agreement. Any attempted assignment in violation of this clause will be void and without effect.

16. Entire agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. However the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

17. Force majeure

[Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than [6 months], the non-affected party may terminate this Agreement by written notice to the other party.

- 17.1 any costs arising from such delay shall be borne by the party incurring the same;
- either party may, if such delay continues for more than 10 weeks, terminate this Agreement forthwith by giving notice in writing to the other.

18. Notices

- 18.1 All notices under this Agreement shall be in writing.
- 18.2 Notices shall be deemed to have been duly given:
 - 18.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 18.2.2 when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or
 - 18.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 18.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid in each case addressed to the most recent address, email address, or facsimile number notified to the other party.

19. Schedules

The provisions of Schedule 1 shall form part of this Agreement as if set out here.

20. Severance

If any provision of this Agreement is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement.

21. Successors and assignees

21.1 This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

- 21.2 In this Agreement references to a party include references to a person:
 - 21.2.1 who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or
 - 21.2.2 who, as administrator, liquidator or otherwise, is entitled to exercise those rights;

and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

22. Waiver

Unless a party expressly waives its rights in writing, no delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

23. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same agreement.

24. Costs and expenses

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

25. Set-off

Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

26. Proper law and jurisdiction

26.1 The parties agree that the place of performance of this Agreement is the Republic of Ireland.

IN WITNESS whereof the parties hereto have signed their names and affixed their seals.

7

The Common Seal of
Fragrances of Ireland
Limited was affixed hereto:

innes May No Lan

The Common Seal of
Fragrances of Ireland IP
Limited was affixed hereto:

DSQ.

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APPENDIX 1

List of Brands
Inis the Energy of the Sea
Inis Moonlight
Inis Or
Inis Arose
Innisfree the Essence of Ireland
Connemara
Patrick
Garden of Ireland
Naturally Irish
Sea Energy
The Energy of the Sea
Coxes Lavender
Caru
Sorias
Anu
Nua Nautanicals
Galway Girl

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Small Case Report

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23/02/2017

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Small Case Report

23/02/2017

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Handria, Berelux, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuaria, Luxembourg,

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I hereby certify the foregoing to be a true copy of the Original Document dated this € day of Cocooker 2019

RECORDED: 11/16/2017

FRKelly 27 Clyde Road Ballsbridge Dublin 4