

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487105

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|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Halewood International Brands Limited | | 06/12/2018 | Corporation: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | BELLES MARKS LTD | | |
| Street Address: | 12 Dramas, Floor 1&2, Office 3, 7101 | | |
| City: | Aradippou, Larnaca | | |
| State/Country: | CYPRUS | | |
| Entity Type: | Corporation: CYPRUS | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4802218 | PARIS ST | |
| Registration Number: | 2730958 | PRAHOVA VALLEY | |
| Serial Number: | 87166188 | CHERRY TREE HILL | |
| Serial Number: | 87445552 | COLINA PIATRA ALBA | |
| Serial Number: | 87399370 | LA COPAC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7034150013 | | |
| <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> | | | |
| Phone: | 7034150012 | | |
| Email: | bmargulies@neifeld.com | | |
| Correspondent Name: | Bruce T Margulies | | |
| Address Line 1: | 5400 Shawnee Road, Suite 310 | | |
| Address Line 4: | Alexandria, VIRGINIA 22312 | | |
| NAME OF SUBMITTER: | Bruce T Margulies | | |
| SIGNATURE: | /BruceMargulies/ | | |
| DATE SIGNED: | 08/22/2018 | | |
| Total Attachments: 10 | | | |
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TRADEMARKS ASSIGNMENT AGREEMENT

The undersigned:

1. **HALEWOOD INTERNATIONAL BRANDS LIMITED**, a company duly organized and validly existing under the laws of the United Kingdom, registered with the Companies House under number 03896214, having its place of business at Sovereign Distillery, Wilson Road, Huyton Business Park Liverpool, Merseyside, L36 6AD, registered with, duly represented by Mr. Paul John Murden, acting as representative,

hereinafter referred to as the "Seller", and

2. **THE ALEXANDRION HOLDINGS LTD**, a company having its headquarters at 12 Dramas, Floor 1&2, Office 3, 7101 Aradippou, Larnaca, Cyprus, registered under no. HE349750 at the Ministry of Energy, Commerce, Industry and Tourism, Department of Registrar of Companies and Official Receiver of the Republic of Cyprus, acting through Mr. Nawaf Salameh as Sole Director,

hereinafter referred to as the "AHL", and

3. **BELLES MARKS LTD.**, a company having its headquarters at 12 Dramas, Floor 1&2, Office 3, 7101 Aradippou, Larnaca, Cyprus, registered under no. HE349734 at the Ministry of Energy, Commerce, Industry and Tourism, Department of Registrar of Companies and Official Receiver of the Republic of Cyprus, acting through Mr. Nawaf Salameh as Sole Director,

hereinafter referred to as the "Buyer"

Whereas:

- a. The Seller is the owner of the trademarks listed in **Annex A** attached hereto, hereinafter jointly referred to as the "Trademarks". Seller has provided copies of the registrations for part of the Trademarks Annex A. Such copies are attached as **Annex B** to this agreement (hereinafter referred to as the "Agreement").
- b. The Seller is in the process of registering the trademarks listed in **Annex C** attached hereto. Copies of the corresponding applications are listed in **Annex D**.
- c. The Seller wishes to assign, sell and transfer and the Buyer wishes to purchase and acquire the Trademarks for all the goods and services for which they are registered.

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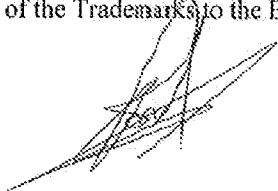
- d. The Seller wishes to assign, sell and transfer and the Buyer wishes to purchase and acquire all assignable rights deriving from the applications for trademarks listed in Annex C.
- e. AHL made available the amounts required to purchase price for the Trademarks and the assignable rights deriving from the applications for the trademarks listed in Annex C hereto and instructs **BELLES MARKS LTD.** in order to act as the Buyer hereunder.
- f. Upon transfer, the Seller and its affiliates will no longer have any title, rights and/or interests in relation to the Trademarks. Any authorisation that the Seller may have provided to third parties will be terminated prior to and cease upon transfer of the Trademarks to the Buyer.

Parties agree to the following:

I. Assignment Agreement

- 1.1. The Seller hereby totally, unconditionally and with full title guarantee conveys, assigns, sells and transfers to the Buyer who hereby purchases and acquires full ownership of the Trademarks and all rights attached thereto, effective from the date of signing of this Agreement.
- 1.2. The Seller hereby totally and unconditionally conveys, assigns, sells and transfers to the Buyer who hereby purchases and acquires all assignable rights deriving from the pending applications submitted by the Seller and listed in Annex C hereto, effective from the date of signing this Agreement.
- 1.3. The aggregate purchase price for the Trademarks and the assignable rights deriving from the applications for the trademarks listed in Annex C hereto is separately agreed upon by the parties hereto and shall be paid in full by AHL to the Seller at the signing date of this Agreement, according to the conditions separately agreed by the parties.
- 1.4. The Seller guarantees to the Buyer that:
 - a) it is the sole owner of the Trademarks and owns all the rights and interests thereto,
 - b) it is authorised to transfer the Trademarks to the Buyer and, except for the rights granted to the Romanian affiliates of the Seller, it has not otherwise transferred or otherwise granted any rights or titles of interest to third parties in the said Trademarks and it can freely dispose of the Trademarks without restriction,
 - c) to the knowledge of the Seller, there have not been brought any claims and/or (opposition) proceedings against the Seller in relation to the Trademarks, nor that there are any obligations under judgements rendered or under settlements still to be fulfilled or observed by the Seller relating to the Trademarks,
 - d) all trademark fees or trademark renewal fees due in relation to the Trademarks have been paid up until the moment of the transfer of the Trademarks to the Buyer.

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- 1.5. The parties agree that the representations and warranties under Clause 1.4 are subject to the limitations included in Clauses 7.1, 7.3, 7.4 and schedule 3 of the agreement related to the sale and purchase of shares entered, *inter alia*, between the Seller, AHL and The Alexandrion Spirits Limited, affiliates of the Buyer, on 22.03.2018 and nothing in this Agreement should be read as derogating from the provisions referred to above.
- 1.6. All the burdens and benefits related to the Trademarks and the rights assignable under the applications for trademarks listed in Annex C will be exclusively borne by the Buyer from the date of signing of this Agreement.
- 1.7. The Seller will provide any and all information needed and in their possession for the (registration of the) transfer of the Trademarks and the rights assignable under the applications for trademarks listed in Annex C to the Buyer in the relevant Trademark Registers.
- 1.8. Also, after the transfer of the Trademarks to the Buyer, the Seller will render reasonable assistance to the Buyer in the defense of the Trademarks, if and when needed (including the requested information regarding the past use of the Trademarks and shall make available to the Buyer, upon its request, any existing evidence that is in that Seller's possession). All costs related to such assistance are to be borne by the Buyer.
- 1.9. Any costs incurring due to the transfer of the Trademarks and the rights assignable under the applications for trademarks listed in Annex C and the registration of the transfer are to be borne by the Buyer.
- 1.10. In five days as of the signing of this Agreement, the Seller shall surrender to the Buyer all the documents they have in their possession relating to the Trademarks assigned. The Seller shall provide registration certificate for all Trademarks in Annex A after the signing date.

II. Miscellaneous

- 2.1. Any amendment to the Agreement must be agreed in advance by the Seller and the Buyer in writing. All the annexes, exhibits and documents attached hereto shall constitute an inseparable part of this Agreement.
- 2.2. The invalidity, illegality or unenforceability of any provisions of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

If any of the provisions of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected thereby. The Parties shall be obliged to replace the invalid provision by a valid one best achieving the economically desired result.

- 2.3. This Agreement is governed by Romanian law. All disputes that may arise out of or in connection with those four sections of this Agreement will be settled by the binding arbitration pursuant to the then-applicable rules of arbitration (the "Rules") of the International Chamber of Commerce

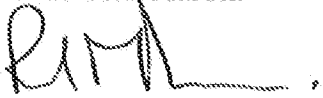
(the "ICC"), by three arbitrators appointed one by each side and then the two arbitrators will jointly pick a third. The arbitration shall be conducted in English. The seat of the arbitration proceeding shall be in Bucharest, Romania. The language of arbitration shall be English.

Executed in three copies

the Seller

HALEWOOD INTERNATIONAL BRANDS
LIMITED

By Mr. Paul John Murden



Date

12.06.2018

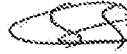
Place

Bucharest

the Buyer

BELLES MARKS LTD

By Mr. Nawaf Salameh



Date

12.06.2018

Place

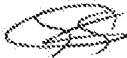
Bucharest



AHL

THE ALEXANDRION HOLDINGS LTD

By Mr. Nawaf Salameh



Date

12.06.2018

Place

Bucharest



Annex A

| Name | Class | Country | Holder | Type | TM number | App. date | Renewal date | Status |
|-------------------------|-------|----------------|---------------------------------------|----------|------------------|------------|--------------|------------|
| BLUE DANUBE | 33 | United Kingdom | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 2193264 | 30.03.1999 | 30.03.2019 | Registered |
| BLUE DANUBE | 33 | EU | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 3019666 | 20.01.2003 | 20.01.2023 | Registered |
| BYZANTIUM | 33 | United Kingdom | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 2321647 | 17.01.2003 | 17.01.2023 | Registered |
| BYZANTIUM | 33 | EU | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 6259428 | 06.09.2007 | 06.09.2027 | Registered |
| BYZANTIUM logo | 33 | Colombia | HALEWOOD INTERNATIONAL PROPERTIES LTD | Combined | 8027772 / 585898 | 17.03.2008 | 31.07.2019 | Registered |
| CHERRY TREE HILL | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 21096769 | 25.08.2016 | 27.10.2027 | Registered |
| FLOARE DE LUNA & DEVICE | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Combined | 15306427 | 09.09.2014 | 09.09.2024 | Registered |
| HYPERION | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 35569779 | 22.11.2013 | 06.02.2025 | Registered |

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| HYPERION | 33 | EU | HALEWOOD INTERNATIONAL BRANDS LTD | Combined | 9135641 | 27.05.2010 | 27.05.2020 | Registered |
| KRONOS | 32,33 | EU | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 9579186 | 07.12.2010 | 07.12.2020 | Registered |
| LA CATINA | 33 | EU | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 13045689 | 01.07.2014 | 01.07.2024 | Registered |
| LA UMBRA | 33 | Europe | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 9786302 | 04.03.2011 | 04.03.2021 | Registered |
| LA UMBRA | 33 | Canada | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 353834 | 29.07.2011 | 10.01.2028 | Registered |
| LA UMBRA | 33 | United Kingdom | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 2546537 | 27.05.2010 | 27.05.2020 | Registered |
| MOON FLOWER | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 17982626 | 25.09.2015 | 06.11.2026 | Registered |
| MOON FLOWER | 33 | EU | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 14312376 | 28.08.2013 | 28.08.2023 | Registered |
| NEPTUNUS | 33 | EU | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 1182747 | 17.05.2013 | 17.05.2023 | Registered |
| NEPTUNUS | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 20702418 | 20.07.2016 | 13.09.2027 | Registered |

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| PARIS ST | 33 | USA | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 86335295 / 4892218 | 11.07.2014 | 01.09.2025 | Registered |
| PARIS ST | 33 | Great Britain | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 2641884 | 12.11.2012 | 12.11.2022 | Registered |
| PRAHOVA VALLEY | 33 | USA | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 78162653 / 2738858 | 10.09.2002 | 24.06.2023 | Registered |
| PRAHOVA VALLEY logo: | 33 | EU | HALEWOOD INTERNATIONAL PROPERTIES LTD | Figurative | 7109638 | 29.07.2008 | 29.07.2018 | Registered |
| PRAHOVA VALLEY | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 37982635 | 25.09.2015 | 13.08.2027 | Registered |
| PRAHOVA VALLEY | 33 | Great Britain | HALEWOOD INTERNATIONAL PROPERTIES LTD | Verbal | 2312214 | 10.08.2000 | 10.08.2020 | Registered |
| RHEA | 33 | Benelux | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 1189982 | 06.11.2013 | 06.11.2023 | Registered |
| RHEA | 33 | Germany (Madrid) | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 1189982 | 06.11.2013 | 06.11.2023 | Registered |
| RHEA | 33 | Great Britain | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 3085439 | 10.05.2013 | 10.05.2023 | Registered |
| RHEA | 33 | Madrid WIPO | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 1189982 | 06.11.2013 | 06.11.2023 | Registered |

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| RHEA | 33 | Romania (Madrid) | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 1189982 | 06.11.2013 | 06.11.2023 | Registered |
| ROMANIAN CELLARS (logo) | 33 | Great Britain | HALEWOOD INTERNATIONAL BRANDS LTD | Figurative | 5181239 | 19.08.2016 | 19.08.2026 | Registered |
| ROMANIAN CELLARS (logo) | 33 | Europe | HALEWOOD INTERNATIONAL BRANDS LTD | Figurative | 36126104 | 01.12.2016 | 01.12.2026 | Registered |
| THEIA | 32,33 | Europe | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 9579443 | 07.12.2010 | 07.12.2020 | Registered |

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Annex C

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| CHERRY TREE HILL | 33 | USA | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 87166188 | 09.09.2016 | - | Pending application |
| COLINA PIATRA ALBA | 33 | EU | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 16699761 | 10.05.2017 | - | Pending application |
| COLINA PIATRA ALBA | 33 | USA | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 87445552 | 11.05.2017 | - | Pending application |
| COLINA PIATRA ALBA | 33 | CHINA | HALEWOOD INTERNATIONAL BRANDS LTD | Combined | 23279673 | 24.03.2017 | - | Pending application |
| KRONOS | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 21611023 | 19/10/2016 | - | Pending application |
| LA COPAC | 33 | USA | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 87399370 | 05.04.2017 | - | Pending application |
| MOON FLOWER | 33 | South Africa | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 201525076 | 04.09.2015 | - | Pending / Published |
| PARIS ST | 33 | South Africa | HALEWOOD INTERNATIONAL BRANDS LTD | Combined | 201703052 | 03.02.2017 | - | Pending application |
| RHEA | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 20714085 | 29.07.2016 | - | Pending application |

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| THEIA | 33 | China | HALEWOOD INTERNATIONAL BRANDS LTD | Verbal | 20781979 | 7/27/2016 | -- | Pending application |
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