

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511200

|   |  |                       |   |
|---|--|-----------------------|---|
| <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>                        |
| ZHS IP Americas Sàrl  |  | 02/22/2019            | Limited Liability Company:<br>SWITZERLAND |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | SPI GROUP S.a.r.l.                                 |                       |   |
| <b>Street Address:</b>  | 44 ru de la Vallee                                 |                       |   |
| <b>City:</b>  | Luxembourg   |                       |   |
| <b>State/Country:</b>   | LUXEMBOURG   |                       |   |
| <b>Postal Code:</b>   | L-2661   |                       |   |
| <b>Entity Type:</b>   | Limited Liability Company: LUXEMBOURG              |                       |   |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 5454196  | CENOTE                |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 2027785439   |                       |   |
| <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>   | 202.662.5439                                       |                       |   |
| <b>Email:</b>   | trademarks@cov.com                                 |                       |   |
| <b>Correspondent Name:</b>  | Marie Lavalleye                                    |                       |   |
| <b>Address Line 1:</b>  | One CityCenter, 850 Tenth Street NW                |                       |   |
| <b>Address Line 2:</b>  | Covington & Burling LLP                            |                       |   |
| <b>Address Line 4:</b>  | Washington, D.C. 20001                             |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 028987.00135                                       |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Marie Lavalleye                                    |                       |   |
| <b>SIGNATURE:</b>   | /MarieLavalleye/                                   |                       |   |
| <b>DATE SIGNED:</b>   | 02/22/2019   |                       |   |
| <b>Total Attachments: 3</b>   |  |                       |   |
| source=Trademark Assignment - SPI_ZHS#page1.tif   |  |                       |   |
| source=Trademark Assignment - SPI_ZHS#page2.tif   |  |                       |   |
| source=Trademark Assignment - SPI_ZHS#page3.tif   |  |                       |   |

CH \$40.00 5454196

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

ZHS IP Americas Sàrl

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company \_\_\_\_\_

Citizenship (see guidelines) Switzerland

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 22, 2019

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: SPI GROUP S.à.r.l.

Street Address: 44 rue de la Vallée

City: Luxembourg

State: \_\_\_\_\_

Country Luxembourg Zip: L-2661

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Virginia  
 Other LLC Citizenship Luxembourg

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

5454196

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Marie Lavalleye

Internal Address: Covington & Burling LLP

Street Address: One CityCenter, 850 Tenth Street NW

City: Washington

State: DC Zip: 20001

Phone Number: 202.662.5439

Docket Number: 028987.00135

Email Address: trademarks@cov.com

### 6. Total number of applications and registrations involved:

1

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number 033412

Authorized User Name Miranda Horan

### 9. Signature:

/MarieLavalleye/

02/22/2019

Signature

Date

Marie Lavalleye

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

### CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("*Assignment*"), effective as of 22 February 2019 is between **ZHS IP Americas Sàrl**, a limited liability company organized and existing under the laws of Switzerland with an effective place of management at Avenue Reverdii 14, 1260 Nyon, Switzerland ("*Assignor*"), represented by Alexey Oliynik, Manager, and **SPI Group S.à.r.l.**, a limited liability company organized and existing under the laws of Luxembourg with effective place of management at 44 rue de la Vallée, L-2661 Luxembourg, Grand Duchy of Luxembourg ("*Assignee*"), represented by Alexey Oliynik, Manager, and Florian Andreas Wopfner, Manager.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of 22 February 2019, Assignor did, and hereby does, assign, convey and transfer to Assignee (and its successors and assigns), and Assignee did and hereby accepts, all of Assignor's right, title and interest, in and to the trademark registration therefor identified on Schedule A (attached hereto and made a part hereof) (the "*Marks*"), including all common law and statutory rights therein and all trademark registrations and applications therefor, together with all revenues, benefits, privileges, causes of action, and remedies to the Marks, all rights to bring an action, whether at law or in equity, for all past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks, all rights to secure and recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and all goodwill of the business associates with and symbolized by the Marks, in the United States.
2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office against of the registration for the Mark identified on Schedule A and to take such other action as may be necessary to record Assignee as the record owner thereof.
3. Further Acts. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such confirmatory assignments, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.
4. Counterparts. This Assignment shall be executed in three (3) counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
5. Binding Effect. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by and shall inure solely to the benefit of the parties hereunder and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed in their respective names by their duly authorized representatives to be effective as of the date first set forth above.

Done in Nyon, Switzerland, on 22 February 2019

ASSIGNOR: **ZHS IP Americas Sàrl**

ASSIGNEE: **SPI Group S.à.r.l.**

\_\_\_\_\_  
Alexey Oliynik  
Manager

\_\_\_\_\_  
Alexey Oliynik  
Manager

\_\_\_\_\_  
Florian Andreas Wopfner  
Manager

SCHEDULE A  
(TRADEMARKS)

| TRADE MARK | REGISTRATION No. | REGISTRATION Date | RENEWAL    | APPLICATION No. | APPLICATION Date | INT. CLASS | STATUS     |
|------------|------------------|-------------------|------------|-----------------|------------------|------------|------------|
| CENOTE     | 5,454,196        | 24/04/2018        | 24/04/2028 | 87092820        | 05/07/2016       | 33         | Registered |