

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cox & Kings (UK) Limited		12/04/2019	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	C&K LUXURY TRAVEL LIMITED		
Street Address:	Ambrose Street		
Internal Address:	St Georges House		
City:	Cheltenham		
State/Country:	ENGLAND		
Postal Code:	GL50 3LG		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3682151	COX & KINGS	
Registration Number:	2150337	COX & KINGS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	6179518000		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	122974-0009		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/jenniferkagan/		
DATE SIGNED:	12/13/2019		
Total Attachments: 10			
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4 DECEMBER 2019

Deed of Trade Mark Assignment

Cox & Kings (UK) Limited (in Administration) ⁽¹⁾; and
Asher Miller and Henry Lan ⁽²⁾; and
C&K Luxury Travel Limited ⁽³⁾

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THIS DEED is made on ... day of December 2019

PARTIES

- (1) COX & KINGS (UK) LIMITED (in administration), incorporated and registered in England and Wales with company number 00318651 whose registered office is at 6th Floor 30 Millbank, London, SW1P 4EE (Assignor);
- (2) ASHER MILLER AND HENRY LAN, licensed insolvency practitioners of David Rubin & Partners Ltd of 26/28 Bedford Row, London, WC1R 4HE (Administrators); and
- (3) C&K LUXURY TRAVEL LIMITED incorporated and registered in England and Wales with company number 12318055 whose registered office is at St Georges House, Ambrose Street, Cheltenham, England, GL50 3LG (Assignee).

BACKGROUND

- (A) The Administrators were appointed as joint administrators of the Assignor on or about the date of this Deed by the directors of the Assignor pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (B) The Assignor is the proprietor of the Trade Marks (as defined below).
- (C) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Deed.

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Deed.

1.2 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Encumbrance	any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect;
Liabilities	in relation to any matter, all damages, losses, liabilities, costs (including reasonable legal costs), interests, charges, expenses, actions, proceedings, claims, penalties, fines, surcharges and demands incurred or suffered by, or sought or made against, the relevant party
Trade Marks	the trade marks set out in the attached Schedule, including applications therefor, registrations thereof and common-law rights and goodwill therein
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to:
- 1.7.1 a statute or statutory provision is a reference to it as it is in force as at the date of this Deed;
 - 1.7.2 clauses and the Schedule are to the clauses and Schedule of this Deed;
 - 1.7.3 one gender shall include a reference to the other genders, unless the context otherwise dictates; and
 - 1.7.4 writing or written includes email.
- 1.8 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.

2. ASSIGNMENT

- 2.1 In consideration of the sum of [REDACTED] (exclusive of VAT) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee such right, title and interest as the Assignor has in and to the Trade Marks (including such right, title and interest in all goodwill associated therewith), subject to all Encumbrances, all local laws and regulations, and with no title guarantee, including:
- 2.1.1 the entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
 - 2.1.2 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this Deed.

3. VAT

- 3.1 All payments made by the Assignee under this Deed 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. The Assignor shall provide to the Assignee a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within fourteen Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this Clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

4. FURTHER ASSURANCE

- 4.1 The Assignor agrees that it will (at the Assignee's sole expense and for such time as the Administrators remain in office), execute and deliver any other documents as may reasonably be required from time to time by the Assignee to vest in the Assignee the Trade Marks. The terms of all such documents shall be subject to the prior approval of the Administrators (acting reasonably).
- 4.2 For the avoidance of doubt, nothing in this Deed shall require the Seller or the Administrators to participate in any litigation, arbitration, adjudication or any other dispute or dispute resolution procedure (each a Dispute) relating to the Trade Marks, their assignment under this Deed or their use by the Buyer (or any other party). The Buyer expressly confirms that it shall not seek to join or otherwise involve the Seller or the Administrators in any such procedure and (without prejudice to the generality of clause 6.1 below) shall indemnify the Administrators and (insofar as they rank as an expense or necessary disbursement of the administration of the Assignor pursuant to paragraph 99 of Schedule B1 to the Insolvency Act 1986 and Rule 2.51(2) of the Insolvency (England and Wales) Rules 2016) the Assignor in respect of all Liabilities arising from any such Dispute or associated procedure.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Deed 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.

6. LIMITATION OF LIABILITY

- 6.1 The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Trade Marks after the date of this Deed.
- 6.2 The Assignee shall indemnify the Administrators and (insofar as they rank as an expense or necessary disbursement of the administration of the Assignor pursuant to paragraph 99 of Schedule B1 to the Insolvency Act 1986 and Rule 2.51(2) of the Insolvency (England and Wales) Rules 2016) the Assignor in respect of all Liabilities arising from the use by the Assignee of the Trade Marks or the assignment of the Trade Marks to the Assignee.
- 6.3 In the negotiation, execution and implementation of this Deed the Administrators act at all times as an agent of the Assignor pursuant to the powers granted to them by statute.
- 6.4 The Administrators, their staff and their advisors, agents and representatives will not be personally liable under this Deed or in respect of any deed or other document executed in consequence of this Deed, or under or in respect of any associated or collateral agreement or arrangement and the Administrators are party to this Deed only for the purposes of receiving the benefit of this declaration and any other covenants, exclusions and indemnities in their favour.
- 6.5 This exclusion of the Administrators' personal liability will operate as a waiver of any claims by the Assignee against the Administrators in tort as well as under or in relation to this Deed.
- 6.6 Where the Assignor or the Administrators have the benefit of any term of this Deed, their respective agents, employees, advisors, representatives and officers will be entitled to the benefit of such term as if they were expressly referred to and for these purposes the Contracts (Rights of Third Parties) Act 1999 will apply. Without prejudice to the generality of the foregoing, any liquidator who is appointed in succession to the Administrators will also be so entitled.

7. ENTIRE AGREEMENT

This Deed and the documents referred to in it 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.

8. VARIATION

No variation of this Deed 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 Deed 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 Deed.

9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Deed 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 Deed 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 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the Deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

11. THIRD PARTY RIGHTS

Save as provided in clause 6.6, no third party (as defined in the Contracts (Rights of Third Parties) Act 1999) except for any permitted successor or assignee of any party to this Deed has any rights under that Act to enforce any term of this Deed.

12. NOTICES

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

12.1.1 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

12.2 Any notice or communication shall be deemed to have been received:

12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

12.2.2 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.

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.

13. GOVERNING LAW

- 13.1 This Deed 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.

14. JURISDICTION

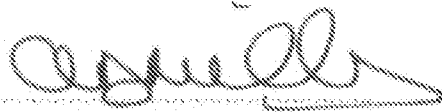
- 14.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This Deed has been entered into on the date stated at the beginning of it.

SCHEDULE 1: TRADE MARKS

	Country/ region	Mark	Application or registration number	Filing date	Classes
1.	European Union	COX & KINGS	EU000025239	01 April 1996	36, 39, 42
2.	United Kingdom	COX & KINGS	UK00001554683	24 November 1993	39
3.	United Kingdom	COX & KINGS	UK00001574363	07 June 1994	43
4.	United Kingdom	COX & KINGS	UK00001580573	29 June 1994	36
5.	New Zealand	COX & KINGS	643932	21 August 2001	
6.	New Zealand	COX & KINGS	643933	21 August 2001	
7.	New Zealand	COX & KINGS	643934	21 August 2001	
8.	Australia	COX & KINGS	885358	9 August 2001	36, 39, 42
9.	United States of America	COX & KINGS	3682151	31 July 2008	36, 39, 43
10.	United States of America	COX & KINGS	2150337	21 October 1996	39, 42
11.	Mauritius	COX & KINGS	08051/2009	04 May 2009	

Executed as a deed by Asher Miller as administrator,
for and on behalf of Cox & Kings (UK) Limited
(in administration), in the presence of:



Administrator



Name *Teupri Patel*

Address *319 Ballards lane
London N12 8LY*

Occupation *Administrator*

Executed as a deed by Asher Miller for and on behalf of
the Administrators of Cox & Kings (UK) Limited, in the
presence of:



Administrator



Name *Teupri Patel*

Address *319 Ballards lane
London N12 8LY*

Occupation *Administrator*

Executed as a deed by C&K LUXURY TRAVEL LIMITED
acting by its director, in the presence of:



Director



Name

Address

Occupation

Executed as a deed by **Asher Miller** as administrator,
for and on behalf of Cox & Kings (UK) Limited
(in administration), in the presence of:

.....

Administrator

.....

Name

Address

Occupation

Executed as a deed by **Asher Miller** for and on behalf of
the Administrators of Cox & Kings (UK) Limited, in the
presence of:

.....

Administrator

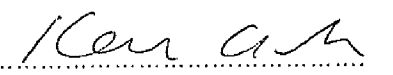
.....

Name

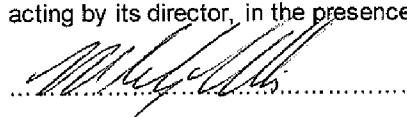
Address

Occupation

Executed as a deed by **C&K LUXURY TRAVEL LIMITED**
acting by its director, in the presence of:


.....

Director


.....

Name MICHAEL ELLIS

Address 101 ST MARTINS LANE
LONDON, WC2N 4AZ

Occupation SOLICITOR