

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lovehoney Group Limited		04/07/2020	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Coco De Mer Limited		
Street Address:	5 Ching Court, 61-63 Monmouth Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	WC2H 9EY		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4612223	COCO DE MER	
CORRESPONDENCE DATA			
Fax Number:	8185746026		
<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:	818-584-6460		
Email:	scott@lawlb.com		
Correspondent Name:	Scott M. Lowry		
Address Line 1:	23632 Calabasas Road Suite 201		
Address Line 4:	Calabasas, CALIFORNIA 91302		
NAME OF SUBMITTER:	Scott M. Lowry		
SIGNATURE:	/Scott M. Lowry/		
DATE SIGNED:	05/18/2020		
Total Attachments: 7			
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THRINGS

SOLICITORS

DATED

7 APRIL

2020

LOVEHONEY GROUP LIMITED

and

COCO DE MER LIMITED

ANNEXE II

ASSIGNMENT OF US REGISTERED IPR

things.com

BATH BRISTOL LONDON ROMSEY SWINDON

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Clause

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PARTIES

- (1) LOVEHONEY GROUP LIMITED, a company incorporated and registered in England and Wales with company number 06016233, whose registered office is at 100 Locksbrook Road, Bath, BA1 3EN (the Assignor); and
- (2) COCO DE MER LIMITED, a company incorporated and registered in England and Wales with company number 04137637, whose registered office is at 5 Ching Court, 61-63 Monmouth Street, London, WC2H 9EY, England (the Assignee).

BACKGROUND

- (A) The Assignor is the proprietor of the US Registered IPR (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the US Registered IPR to the Assignee 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:

Main Agreement: a Collective Agreement of Intellectual Property Rights of even date between the Assignor and the Assignee.

US Registered IPR: the registered trade mark and design patent, short particulars of which are set out in *Schedule 1*.

Trade Mark: the US registered trade mark, short particulars of which are set out in *Schedule 1*.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 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.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 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 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 **Writing or written** includes email but does not include fax.
- 1.11 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**

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely all its property, right, title and interest in and to the US Registered IPR together with the goodwill in the Trade Mark .

3. **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.

4. **ENTIRE AGREEMENT**

4.1 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.

4.2 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 or negligent misstatement based on any statement in this agreement.

5. **VARIATION**

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

6. **SEVERANCE**

6.1 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.

6.2 If one party gives notice to the other of the possibility that 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.

7. **COUNTERPARTS**

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.

8. **GOVERNING LAW & JURISDICTION**

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

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

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

SCHEDULE 1- Intellectual Property

No.	Graphic representation	IP right	IP name/ description	Country/ Region	Registration number	Class	Date of filing
3	COCO DE MER	Trade mark	COCO DE MER	US	4612223	5,10,14,18, 25, 35	15-07-2013
28		Design Patent	NELL (Personal Massager - Design patent).	US	US D717964 (S)		25-06-2014

Signed by Sarah Warby for and
on behalf of Lovehoney Group
Limited



Director

Signed by Lucy Litwack for and
on behalf of Coco De Mer
Limited



Director