

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM580891

<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>
Elka Investments Limited		11/19/2019	Corporation: ISLE OF MAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Playa del Dia SA de CV		
<b>Street Address:</b>	Paseo de la Marina 245, Dept, 1312		
<b>City:</b>	Puerto Vallarta, Jalisco		
<b>State/Country:</b>	MEXICO		
<b>Postal Code:</b>	48335		
<b>Entity Type:</b>	Corporation: MEXICO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2919192	CALIVITA	
<b>Registration Number:</b>	2948208	CALIVITA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173454745		
<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>	2039777538		
<b>Email:</b>	trademarks@daypitney.com		
<b>Correspondent Name:</b>	Catherine Dugan O'Connor /Day Pitney LLP		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	115303000000		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Catherine Dugan O'Connor/Day Pitney LLP		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Catherine Dugan O'Connor		
<b>SIGNATURE:</b>	/Catherine Dugan O'Connor/		
<b>DATE SIGNED:</b>	06/11/2020		

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**Total Attachments: 6**

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# SALE AND PURCHASE AGREEMENT

This agreement is made the 19th day of November 2019 by and between:

**Elka Investments Limited**, a company incorporated under the laws of the Isle of Man, United Kingdom, having a registered address at 12 Mount Havelock, Douglas, Isle of Man M1 2QG, United Kingdom (hereinafter "Elka") and

**Playa del Dia SA de CV**, a company incorporated under the laws of Mexico, having a registered address at Paseo de la Marina 245, Dept. 1312, Puerto Vallarta, Jalisco, 48335, Mexico (hereinafter: "Playa").

## 1.00 PREAMBLE

**1.01** As at the date of this Agreement, Elka is the sole owner of five separate trademarks as identified in Appendix A to this Agreement (hereinafter: "Trademarks") and has granted an option to Playa to acquire the Trademarks pursuant to a December 01, 2018 Option Agreement (hereinafter "Option") between the Parties.

**1.02** As at the date of this Agreement, Playa has exercised the Option to acquire the Trademarks.

The Parties now hereby agree as follows:

## 2.00 SALE AND PURCHASE OF THE TRADEMARKS

**2.01** Effective at the execution date of this Agreement, Elka hereby unconditionally and irrevocably transfers to Playa all rights and title to, and interest in the Trademarks in return for payment of five hundred United States Dollars (USD \$500.00), the receipt of which is duly acknowledged by Elka, as well as other considerations.

**2.02** Upon signing this Agreement, Playa shall assume sole and complete ownership of the Trademarks and all the incumbent rights associated thereto. Upon signing this Agreement, Elka shall no longer have ownership of the Trademarks, or have any interest in or claims to the Trademarks, or any aspect related thereto, whatsoever.

**2.03** At the request of Playa, Elka shall use its best and demonstrable efforts to assist Playa in registering Playa's ownership of and rights to the Trademarks with the relevant authorities. Such efforts extend to and include whatever action or documents may be required of Elka to ensure that Playa's ownership of, and rights to the Trademarks are duly and properly recorded in the relevant registers.

### 3.00 NO ENCUMBRANCES

3.01 Elka warrants to Playa that the Trademarks, as at the date of this Agreement, are active, in good standing and not encumbered in any way. Elka warrants to Playa that the Trademarks are currently not the subject of any dispute, infringement, challenge or action by a third party in any jurisdiction. Elka warrants to Playa that Elka has the full and sole right to sell ownership of, and the rights to the Trademarks. Elka shall indemnify and hold harmless Playa from any and all consequences of the failure of this warranty.

### 4.00 GENERAL

4.01 The Parties agree that, other than the December 01, 2018 Option Agreement and this Sale and Purchase Agreement, there is no other agreement or contract in force between the Parties.

4.02 The contents of this Agreement shall be considered by all Parties to be confidential information. No Party shall reveal all or any part of the Agreement to any party not a party to this Agreement without the prior expressed consent of all the Parties, except as may be required in cases of regulatory order, court order, arbitration or disputes between the Parties.

4.03 The Parties shall use their best efforts to settle amicably, all disputes arising between the Parties relating to any aspect of this Agreement. In the event that the dispute cannot be settled amicably, all Parties agree to submit to the jurisdiction and decision of the London Court Of International Arbitration ([www.lcia.org](http://www.lcia.org)), 70 Fleet Street, London, EC4Y 1EU, United Kingdom.

4.04 The Parties agree that this Agreement constitutes the entire Agreement between the Parties concerning the subject matter and shall be binding upon and inure to the benefit of the Parties.

IN WITNESS WHEREOF the Parties hereto have affixed their signatures and executed this Agreement as of the 19th day of November, 2019.



Elka Investments Limited  
per: Gerry Hargitai  
Director



Playa del Dia SA de CV  
per Zoltán Hargitai  
Director

## **APPENDIX A**

to the November 19, 2019 Sale and Purchase Agreement  
between Elka Investments Limited and Playa del Dia SA de CV

### **Details of Trademarks**

#### **Trademark one**

Country: United States of America  
U.S.A. serial number: 75773426  
U.S.A. registration number: 2,919,192  
Mark type: Trademark  
Mark literal elements: CALIVITA  
International class(es): 05  
Status as at 2019 November 19: Active  
Expiry: 2025 January 18

#### **Trademark two**

Country: United States of America  
U.S.A. serial number: 75789580  
U.S.A. registration number: 2,948,208  
Mark type: Trademark  
Mark literal elements: CALIVITA  
International class(es): 03  
Status as at 2019 November 19: Active  
Expiry: 2025 May 10

#### **Trademark three**

Country: Canada  
Canada file number: 1027508  
Canada registration number: TMA629,494  
Mark type: Trademark  
Mark literal elements: CALIVITA  
International class(es): 05  
Status as at 2019 November 19: Active  
Expiry: 2030 January 05

## APPENDIX A

continued

### Details of Trademarks

#### Trademark four

Country: Mexico

Mexico file number: 2169029

Mexico registration number: 2042872

Mark type: Trademark

Mark literal elements: CALIVITA

International class(es): 35

Status as at 2019 November 19: Active

Expiry: 2029 February 13

#### Trademark five

Country: Mexico

Mexico file number: 390591

Mexico registration number: 651205

Mark type: Trademark

Mark literal elements: CALIVITA

International class(es): 05

Status as at 2019 November 19: Active

Expiry: 2029 September 10

## **Amendment to Sale and Purchase Agreement**

made this 19th day of February, 2020 by and between

**Elka Investments Limited**, a company incorporated under the laws of the Isle of Man, United Kingdom, having a registered address at 12 Mount Havelock, Douglas, Isle of Man 1M1 2QG, United Kingdom (hereinafter "Elka") and

**Playa del Dia SA de CV**, a company incorporated under the laws of Mexico, having a registered address at Paseo de la Marina 245, Dept. 1312, Puerto Vallarta, Jalisco, 48335, Mexico (hereinafter: "Playa").

Both Parties hereby agree to the following amendments to the November 19, 2019 Sale and Purchase Agreement between the Parties:

**Amendment 1.** Clause 2.01 is hereby DELETED and REPLACED by the following;

**2.01** Effective at the execution date of this Agreement, Elka hereby unconditionally and irrevocably transfers to Playa all rights and title to, and interest in the Trademarks, including all goodwill of the business associated therewith and attached thereto, in return for payment of five hundred United States Dollars (USD \$500.00), the receipt of which is duly acknowledged by Elka, as well as other considerations.

**Amendment 2.** A new Clause is hereby ADDED and INSERTED immediately following Clause 4.02, as follows:

**4.021** Any and all disclosure required for the purpose of transferring ownership and registration of the Trademarks and goodwill attached thereto from Elka to Playa shall be specifically exempt from the confidentiality requirements of Clause 4.02. The Parties acknowledge and agree that disclosure of the Agreement and this Amendment thereto shall be required to any entity acting as Agent for the Parties to facilitate the transfer of ownership and registration of the Trademarks and goodwill attached thereto. The Parties expressly consent to and acknowledge and agree that disclosure required for transferring ownership and registration of the Trademarks and goodwill attached thereto shall be permitted to and become part of a public record at the United States Patent & Trademark Office or other applicable Intellectual Property or Trademark Office.

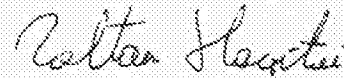
7. The Parties agree that any and all Clauses in the November 19, 2019 Agreement not specifically referenced in this Amendment shall remain unchanged and in full force and effect as appearing in the November 19, 2019 Agreement .

The Parties have signed and executed this Agreement as at February 19, 2020



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Elka Investments Limited  
per: Gerry Hargitai  
Director



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Playa del Dia SA de CV  
per Zoltán Hargitai  
Director