

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594936

<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>
Eupten Mur Limited		08/13/2020	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Neptune Rum Limited		
<b>Street Address:</b>	St. James House, St. James Square		
<b>Internal Address:</b>	c/o BPE Solicitors		
<b>City:</b>	Cheltenham, Gloucester		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	GL503PR		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5748091	NEPTUNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7172611640		
<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>	717-232-8000		
<b>Email:</b>	trademarks@mcneeslaw.com		
<b>Correspondent Name:</b>	Sue Heberlig		
<b>Address Line 1:</b>	100 Pine Street		
<b>Address Line 4:</b>	Harrisburg, PENNSYLVANIA 17108		
<b>ATTORNEY DOCKET NUMBER:</b>	32803-0026		
<b>NAME OF SUBMITTER:</b>	Sue Heberlig		
<b>SIGNATURE:</b>	/SueHeb/		
<b>DATE SIGNED:</b>	08/31/2020		
<b>Total Attachments: 7</b>			
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DATED

13 August 2020

**DEED OF ASSIGNMENT OF TRADE MARKS**

between

**ENUTPEN MUR LIMITED (in Administration)**

and

**GARETH WYN ROBERTS AND PAUL WILLIAM ELLISON**

and

**NEPTUNE RUM LIMITED**

5344805.2

This deed is dated 13 August 2020

#### Parties

- (1) ENUTPEN MUR LIMITED (formerly known as Neptune Rum Limited, in Administration) incorporated and registered in England and Wales with company number 10467971 whose registered office is at 71 Rodney Road, Cheltenham, Gloucestershire, England, GL50 1HT (Assignor) acting by its Administrators;
- (2) GARETH WYN ROBERTS and PAUL WILLIAM ELLISON both of KREKRE CR Limited, whose registered number is 12645353, whose registered office is Unit 8, The Aquarium Building, 1-7 King Street, Reading, England, RG1 2AN (Administrators); and
- (3) NEPTUNE RUM LIMITED incorporated and registered in England and Wales with company number 12677162 whose registered office is at C/O Bpe Solicitors Llp St. James House, St. James Square, Cheltenham, Gloucestershire, GL50 3PR (Assignee)

#### BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) The Administrators were appointed by the directors of the Assignor as joint administrators of the Assignor on 18 June 2020 pursuant to paragraph 22 of schedule B1 to the Insolvency Act 1986.
- (C) Pursuant to an asset transfer agreement dated 18 June 2020 between the Assignor, the Administrators and the Assignee (the Agreement) the Assignor acting by the Administrators has agreed to assign the Trade Marks 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:

**Trade Marks:** the registered trade marks and the applications as set out in [REDACTED].

##### 2. Assignment

The Assignor hereby assigns to the Assignee absolutely such right, title and interest as it has in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) 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 agreement.

**3. Third party rights**

- 3.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**4. Governing law and jurisdiction**

- 4.1 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.

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

**5. Administrators**

- 5.1 The Assignee acknowledges that the Administrators are entering into this agreement in their personal capacity solely to obtain the benefit of the assignment hereunder. The parties agree that the Administrators are acting as agents of the Assignor and that neither the Administrators nor their firm shall incur any personal liability under this agreement or under any document made to implement its terms whether such liability would arise under the Insolvency Act 1986 or otherwise.

- 5.2 The Assignee hereby agrees that the terms and conditions of this agreement and the exclusions and limitations contained herein are fair and reasonable having regard to the facts that:

- (a) it is being entered into in the context of a sale by a company in administration in circumstances where it is usual in comparable circumstances that no representations, warranties and conditions express or implied statutory or

otherwise are given by or on behalf of the Assignor or the Administrators (or any of them); and

(b) the Assignor and the Administrators have informed the Assignee that the Assignee must rely absolutely on the Assignee's own opinion and/or professional advice concerning the matters contemplated by this agreement.

5.3 The parties acknowledge that nothing in this agreement shall affect the powers and/or duties of the Administrators whether statutory or otherwise.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule 1 Trade Marks**

**Part 1 Registered trade marks**

Jurisdiction	Number
EUTM	15498082
USA	5748091
Switzerland	727436
Barbados	81/35298

**Part 2 Trade mark applications**

Jurisdiction	Number
Canada	1898803
WIPO	1524943

Signed as a deed but not delivered until the date stated at the top of page 1 by PAUL WILLIAM ELLISON for and behalf of ENUTPEN MUR LIMITED (In Administration) as its agent and without personal liability

*Paul*

in the presence of:

Witness signature

*Chris*

Witness name

CHRIS ELLINGTON

Address

UNIT 5, THE AQUARIUM, READING,  
RG1 2AN

Occupation

MANAGER

Signed as a deed but not delivered until the date stated at the top of page 1 by PAUL WILLIAM ELLISON on his behalf and on behalf of GARETH WYN ROBERTS without personal liability and solely for the purpose of obtaining the benefit of the provisions of this contract

*Paul*

in the presence of:

Witness signature

*Chris*

Witness name

CHRIS ELLINGTON

Address

UNIT 5, THE AQUARIUM, READING,  
RG1 2AN



Occupation

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Signed as a deed but not  
delivered until the date stated  
at the top of page 1 by  
**NEPTUNE RUM LIMITED**  
acting by **RAYMOND PUGH** a  
director and **JAMES**  
**FREDERICK ANTHONY**  
**STRICKLAND**, a director

.....  
SIGNATURE OF FIRST  
DIRECTOR

  
Director

.....  
SIGNATURE OF SECOND  
DIRECTOR

Director

