

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORIZON GROUP (LONDON) LTD		01/15/2021	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	KEEN HIGH INVESTMENT LIMITED C/O AMS FINANCIAL SERVICES LIMITED		
Street Address:	Sea Meadow House, Blackburne Highway		
Internal Address:	P.O. Box 116		
City:	Road Town, Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5256759	ROYAL DRAGON SUPERIOR VODKA 5X DISTILLED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7602341231		
Email:	orders@trademarkkraft.com		
Correspondent Name:	Nyall Engfield		
Address Line 1:	16950 Via de Santa Fe Suite 5060-107		
Address Line 4:	Rancho Santa Fe, CALIFORNIA 92067		
NAME OF SUBMITTER:	Nyall Engfield		
SIGNATURE:	/s/		
DATE SIGNED:	02/23/2021		
Total Attachments: 12			
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ASSIGNMENT AGREEMENT

MADE BETWEEN

(1) HORIZONS GROUP (LONDON) LIMITED
(ASSIGNOR)

and

(2) KEEN HIGH INVESTMENT LTD c/o AMS
FINANCIAL GROUP (ASSIGNEE)

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THIS DEED is made on 15 January 2021

PARTIES

- (1) HORIZONS GROUP (LONDON) LIMITED a company incorporated in *England and Wales* under number 08504831 whose registered office is at Reading Business Centre Fountain House 2 Queens Walk Reading RG1 7QF (**Assignor**); and
- (2) KEEN HIGH INVESTMENT LIMITED C/O AMS FINANCIAL SERVICES LIMITED a company incorporated in The British Virgin Islands under number 2003937 whose registered office is at Sea Meadow House, Blackburne Highway, (P. O. Box 116), Road Town, Tortola, British Virgin Islands. (**Assignee**)

(each of the Assignor and the Assignee being a **party** and together the Assignor and the Assignee are the **parties**).

BACKGROUND

- A The Assignor is the registered owner of certain trade marks.
- B The Assignor agrees to assign its rights in those trade marks to the Assignee and the Assignee has agreed to accept the assignment in accordance with the terms of this Deed.

THIS DEED PROVIDES:

1 Definitions and interpretation

1.1 In this Deed:

Affiliate	in respect to any entity, means any other entity that directly or indirectly Controls, is Controlled by or is under common Control with that entity;
Business Day	means a day other than a Saturday, Sunday or public holiday on which clearing banks are open for non-automated commercial business in the UK;
Confidential Information	means any and all confidential information (in whatever form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, intellectual property, assets, strategy, products and customers, including information relating to manufacturing or other processes, management, financial, marketing, technical and other arrangements or operations of any associate, person, firm, or organisation associated with that party;

Consideration	has the meaning ascribed to it in clause 2.1 of this Deed;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company OR has the meaning given in the Corporation Tax Act 2010, s 1124 and ' controlled ' should be construed accordingly;
Intellectual Property Rights	<p>means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case:</p> <ul style="list-style-type: none"> (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing
Trade Marks	means the registered and unregistered trade marks, including applications to register trade marks, as set out in the schedule, together with all Intellectual Property Rights associated with them;
Trade Mark Materials	means all <i>drawings, documents, designs, transparencies, photos, graphics, logos, typographical arrangements and all other materials prepared or supplied by Assignor in connection with the Trade Marks including those which support evidence of the use of the Trade Marks prior to the date of this Deed</i> ; and

VAT means United Kingdom Value Added Tax, OR and any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom

1.2 In this Deed:

- 1.2.1 a reference to this Deed includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed; and
- 1.2.8 a reference to legislation is a reference to that legislation as in force as at the date of this Deed OR amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Deed.

2 Assignment

- 2.1 In consideration of the sum of 1 GBP paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor (the **Consideration**), effective on and from the date of signature of this Deed, the Assignor hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the Trade Marks together with:
 - 2.1.1 all goodwill associated with such Trade Marks; and
 - 2.1.2 the right to bring and defend proceedings, and to obtain and retain any relief recovered (including damages or an account of profits), in respect of every act of infringement, or other cause of action arising from ownership of the Trade Marks
- 2.2 All sums paid under this Deed to the Assignor are exclusive of VAT. To the extent that any sums paid to the Assignor under this Deed are taxable supplied and subject to VAT, the Assignee agrees to increase the Consideration by an amount equal to any such VAT chargeable following receipt by the Assignee of a valid VAT invoice in respect of such VAT from the Assignor.

3 Moral rights

The Assignor waives any moral rights granted by sections 77 to 89 of the Copyright, Designs and Patents Act 1988 (and any broadly equivalent rights granted anywhere else in the world) that may subsist in any part of the Trade Marks or Trade Mark Materials, and shall procure the waiver of any such rights by any authors of the Trade Marks or the Trade Mark Materials.

4 Further assurance

- 4.1 The Assignor agrees at the Assignee's request at its own cost to use all reasonable endeavours to promptly execute such documents and perform such acts as may be necessary for securing, completing or vesting in the Assignee full right, title and interest in and to the Trade Marks or as otherwise may reasonably be required or desired by the Assignee to give effect to this Deed.
- 4.2 The Assignor hereby appoints the Assignee to be its attorney and to execute documents on its behalf and to do all things necessary or desirable to obtain the benefit of this Deed. This power of attorney is irrevocable and may not be revoked by the Assignor without the written consent of the Assignee. This power of attorney entitles the Assignee to take all steps and all actions that this Deed requires the Assignor to take.
- 4.3 The Assignee may appoint substitute attorney(s) as it sees fit to exercise the power of attorney granted under this clause 4.
- 4.4 The Assignor agrees to ratify in writing any and all actions taken by the Assignee or any substitute attorney in the exercise of the power of attorney granted under this clause 4.

5 Warranties

- 5.1 The Assignor warrants and represents that:
- 5.1.1 the Assignor has the right, power and authority to enter into this Deed and to assign to the Assignee the rights contemplated in this Deed;
- 5.1.2 the Assignor is the:
- (a) sole registered proprietor of the registered Trade Marks;
 - (b) sole proprietor of the unregistered Trade Marks; and
 - (c) sole applicant under any applications to register any of the Trade Marks;
- 5.1.3 the Assignor has not by act or omission caused or permitted, and is not aware of, anything which might jeopardise the registration or enforceability or application for registration of the Trade Marks;
- 5.1.4 the Assignor has not, nor has any third party charged, assigned by way of security (or granted any security interest, option, mortgage or charge) or granted any licence or permission to use any Trade Marks except as set out in the schedule;
- 5.1.5 the Trade Marks are valid and subsisting and are not subject to any claims, proceedings, challenges or litigation (whether actual, pending or threatened) in relation to the ownership, use or validity of the Trade Marks and do not infringe any rights (whether Intellectual Property Rights or otherwise) of any third party;

- 5.1.6 all previous assignments of any registered Trade Marks or any applications for Trade Marks have been validly recorded with the relevant registries within any applicable time limits and any registration or renewal fees due and payable in respect of the Trade Marks have been paid in full and within any applicable time limits; and
- 5.1.7 the Trade Marks and the Trade Mark Materials contain nothing defamatory, indecent or otherwise unlawful or which infringes the statutory or common law rights of any third party.
- 5.2 Each party acknowledges and agrees that no representations were made which are not set out in this Deed but that, if any were made, it has not relied on, or been induced to enter into this Deed by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Deed or otherwise.
- 5.3 The Assignor shall indemnify the Assignee from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Assignee as a result of or in connection with any breach by the Assignor of any of the warranties given by it in this clause 5.
- 5.4 The Assignor shall, at the Assignee's request and at the Assignor's expense, provide all reasonable assistance to the Assignee to enable the Assignee to resist any claim, action, proceeding or litigation resulting from the breach of the warranties given by the Assignor in this clause 5.

6 Confidential Information

- 6.1 Each party agrees that it may use the other party's Confidential Information only in the exercise of its rights and performance of its obligations under this Deed and it shall not disclose the other party's Confidential Information except in accordance with this clause 6.
- 6.2 Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives that need to know the other party's Confidential Information in order to exercise the disclosing party's rights or perform its obligations under this Deed, provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 6 as if it were a party.
- 6.3 Each party may disclose any Confidential Information required by law to any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

7 Dispute resolution

- 7.1 If any dispute arises between the parties out of or in connection with this Deed, the matter shall be referred to senior representatives of each party who shall use their reasonable endeavours to resolve it.
- 7.2 If the dispute is not resolved within 14 days of the referral being made under clause 7.1, the parties may resolve the matter through mediation in accordance with the London Court of International Arbitration Mediation Rules.

7.3 Until the parties have completed the steps referred to in clauses 7.1 and 7.2, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief.

8 Entire agreement

8.1 The parties agree that this Deed and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

8.2 Each party acknowledges that it has not entered into this Deed in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Deed or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Deed.

9 Notices

9.1 Notices under this Deed shall be in writing and sent to a party's registered office as set out on the first page of this Deed. Notices may be given, and shall be deemed received:

9.1.1 by first-class post: 2 Business Days after posting;

9.1.2 by airmail: 7 Business Days after posting;

9.1.3 by hand: on delivery;

9.2 This clause does not apply to notices given in legal proceedings or arbitration.

9.3 A notice given under this Deed is not validly served if sent by email.

10 Announcements

No announcement or other public disclosure concerning this Deed or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

11 Variation

No variation of this Deed shall be valid or effective unless it is in writing, refers to this Deed and is duly signed or executed by, or on behalf of, each party.

12 Transfer of rights

12.1 No party may assign, subcontract or encumber any right or obligation under this Deed, in whole or in part, without the other's prior written consent (such consent not to be unreasonably withheld or delayed).

12.2 Notwithstanding clause 12.1, a party may perform any of its obligations and exercise any of its rights granted under this Deed through any Affiliate, provided that it gives the other party prior written notice including the identity of the relevant Affiliate. Each party acknowledges and agrees that any act or omission of its Affiliate in relation to that party's

rights or obligations under this Deed shall be deemed to be an act or omission of that party itself.

13 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Deed (and any documents referred to in it).

14 Set off

Except as expressly set out in this Deed, each party shall pay all sums that it owes to the other party under this Deed without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

15 No partnership or agency

Nothing in this Deed constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

16 Severance

If any provision of this Deed (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed shall not be affected.

17 Survival

Provisions which by their terms or intent are to survive termination of this Deed shall do so.

18 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

19 Third party rights

No one other than a party to this Deed, their successors and permitted assignees shall have any right to enforce any of its provisions.

20 Governing laws

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

21 Jurisdiction

The parties irrevocably agree 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 Deed, its subject matter or formation (including non-contractual disputes or claims).



22 Counterparts

- 22.1 This Deed may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same deed.
- 22.2 Each party may evidence their execution of this Deed by transmitting by email a signed signature page of this Deed in PDF format together with the final version of this Deed in PDF or Word format, which shall constitute an original signed counterpart of this Deed. Each party adopting this method of execution will, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.
- 22.3 This Deed shall not be effective until each party has executed and delivered one counterpart.

THE SCHEDULE
TRADE MARKS

The Trade Marks include the following:




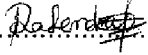
Registered Trade Marks/Designs

Description of mark	Registration number and date of registration	Territory in which registration is effective	List of goods and services (including claim number)
ROYAL DRAGON VODKA 	5256759 08 January 2017	USA	Class 33: Vodka; vodka-based products, namely, vodka infused with fruit flavorings, chocolate flavorings and flavored spirits
ROYAL DRAGON VODKA	037449 15 October 2020	Nigeria	Class 33: Vodka; alcoholic beverages except beers
ROYAL DRAGON VODKA 	IDM000411465 3 April 2014	Indonesia	Class 33: vodka
ROYAL DRAGON VODKA – BOTTLE DESIGN	008040240-0001 13 July 2020	EU	
ROYAL DRAGON VODKA – BOTTLE DESIGN	90080402400001 19 July 2020	UK	

Applications to register Trade Marks/Designs

Description of proposed trade mark	Application number and date	Territory covered by application	Goods and services (including claim number)	Stage of the application process
ROYAL DRAGON VODKA	2019/112104 12 February 2020	Turkey	Class 33: Distilled spirits; vodka	Publication
[Insert details]	[Insert details]	[Insert details]	[Insert details]	[Insert details]

EXECUTED as a deed by the parties and delivered on the date set out at the head of this Deed.

Executed as a deed by Horizons Group (London) Limited acting by Joanne Bharwani, Director	 Director
Executed as a deed by Keen High Investments Ltd acting by Ortiz Cortez, Director	 Director
Witness on behalf of Horizons Group (London) Limited Name: PRAVINA ASSANI Address: 7 TALBOT ROAD, HA3 7QQ. Date: 12/02/2021.	 Signature
Witness on behalf of Keen High Investments Limited Name: ROJIBANTA DANDY Address: DANDY, NARA Date: 15/2/21.	 Signature