

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM666386

<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>
Pernod Ricard		07/20/2021	Société Anonyme (Sa): FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOCIETE DES PRODUITS D'ARMAGNAC		
<b>Street Address:</b>	ROUTE DE CAZAUBON		
<b>City:</b>	EAUZE		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	32800		
<b>Entity Type:</b>	Société Par Actions Simplifiée (Sas): FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4694808	COMTE DE LAUVIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425999		
<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>	202.942.5000		
<b>Email:</b>	trademarkdocketing@arnoldporter.com, palak.mayani@arnoldporter.com, elisabeth.richards@arnoldporter.com		
<b>Correspondent Name:</b>	Louis S. Ederer and Palak Mayani Parikh		
<b>Address Line 1:</b>	601 Massachusetts Ave., NW		
<b>Address Line 2:</b>	IP DOCKETING		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	1100985.00007		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Louis S. Ederer and Palak Mayani Parikh		
<b>Address Line 1:</b>	601 Massachusetts Ave., NW		
<b>Address Line 2:</b>	IP DOCKETING		
<b>Address Line 4:</b>	Washington, D.C. 20001		

OP \$40.00 4694808

<b>NAME OF SUBMITTER:</b>	Palak Mayani Parikh
<b>SIGNATURE:</b>	/Palak Mayani Parikh/
<b>DATE SIGNED:</b>	08/10/2021
<b>Total Attachments: 10</b> source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page1.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page2.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page3.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page4.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page5.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page6.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page7.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page8.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page9.tif source=Assignment - PRSA to SPA - COMTE DE LAUVIA#page10.tif	

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**TRADEMARKS AND DOMAIN NAMES  
ASSIGNMENT AGREEMENT**

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**DATED**

**July 20th, 2021**

**between**

**PERNOD RICARD**

**and**

**SOCIÉTÉ DES PRODUITS D'ARMAGNAC**

**THIS TRADEMARKS AND DOMAIN NAMES ASSIGNMENT AGREEMENT IS ENTERED INTO BETWEEN:**

**PERNOD RICARD**, a French company ("société anonyme") whose registered office is 5 Cours Paul Ricard 75008 Paris, France, registered with the Trade and Companies Registry of Paris under the number B 582 041 943

Represented by Olivia Sergent, Senior Intellectual Property Counsel, duly empowered for the purpose of this Agreement,

hereafter referred to as the "Assignor" or "**PERNOD RICARD**"

**AND**

**SOCIETE DES PRODUITS D'ARMAGNAC**, a French company ("société par actions simplifiée") whose registered office is route de Cazaubon, 32800 Eauze, France, registered with the Trade and Companies Registry of Auch under the number B 395 820 087

Represented by Patricia Gaboricau, General Counsel of Martell & Co, duly empowered for the purpose of this Agreement,

hereafter referred to as the "Assignee" or "**SPA**"

The Assignor and the Assignee are individually referred hereinafter to as a "Party" and collectively referred to as the "Parties".

**WHEREAS:**

- (A) **PERNOD RICARD** is the owner of numerous "**COMTE DE LAUVIA**" trademarks which are listed in Exhibit 1 (hereafter referred to as the "Trademarks");
- (B) **PERNOD RICARD** is the owner of the following domain names (hereafter referred to as the "Domain Names"):
- ComteDeLauvia.com duly renewed on October 12<sup>th</sup>, 2019;
  - ComteDeLauvia.fr duly renewed on October 1<sup>st</sup>, 2020;
  - Comte-De-Lauvia.com duly renewed on January 15<sup>th</sup>, 2020;
  - Comte-De-Lauvia.fr duly renewed on January 14<sup>th</sup>, 2020;
  - Armagnac-Lauvia.com duly renewed on February 15<sup>th</sup>, 2021.
- (C) **SPA** desires to acquire the full property of the Trademarks and Domain Names and **PERNOD RICARD** agrees to assign to **SPA** all the rights in the Trademarks and Domain Names conferred by applicable legislations and regulations.

Under these circumstances, the Parties moved closer in order to covenant and agree on the terms and conditions of this assignment (hereafter referred to as the "Assignment" or the "Agreement").

**IT IS HEREBY AGREED AS FOLLOWS:**

### **ARTICLE 1 - OBJECT OF THE ASSIGNMENT**

The Assignor hereby assigns exclusively, definitively and irrevocably to the Assignee, who accepts, the full property, right, title and interest in the Trademarks and Domain Names under the terms and conditions set forth in this Agreement.

Such assignment also covers the right of priority that may be attached to any of the Trademarks.

### **ARTICLE 2 - SCOPE OF THE ASSIGNMENT**

The Agreement has the effect of subrogating the Assignee as of the date of transfer of ownership of the Trademarks and Domain Names as defined in Article 6 in all rights and obligations of the Assignor relating to the Trademarks and Domain Names, in particular, the right to initiate, restart or continue, on its behalf, at its own risk and to its exclusive benefit, as a plaintiff or as a defendant, all rights, proceedings and actions relating to the Trademarks and/or the Domain Names, including the right to prosecute in Courts or any other relevant authorities any act having affected or affecting the Trademarks and/or the Domain Names which was committed prior to the date of transfer of ownership of the Trademarks and Domain Names or any usurpation to come after such date.

### **ARTICLE 3 - CONSIDERATION**

In consideration of the Assignment, the Assignee shall pay the Assignor the all inclusive lump-sum and final amount of fifty thousand Euros (€ 50 000) within ninety (90) days from the execution date of the Assignment.

### **ARTICLE 4 - STATEMENTS AND GUARANTEES**

4.1 The Assignment is accepted by the Assignee at its sole risks.

4.2 The Assignor shall in no case be held liable for the damages which could result from the use of the Trademarks and Domain Names.

4.3 In case one or more of the Trademarks and/or Domain Names would be declared null by definitive judicial decision, the Assignee shall not be entitled to claim any compensatory damages or reimbursement of all or part of the price paid to the Assignor.

### **ARTICLE 5 - CONSEQUENCES OF THE ASSIGNMENT**

As of the date of transfer of ownership of the Trademarks and Domain Names, as provided for in Article 6, the Assignee shall:

- be responsible for all taxes and expenses relating to these rights (including expenses, taxes and fees for its advisers) arising after this Assignment, notably the fees and other taxes relating to the Trademarks and Domain Names renewals should SPA wish to maintain its rights, which decision shall depend on the Assignee's sole discretion;
- be responsible for payment of the fees and taxes linked to the recordal of the Assignment as described in Article 10;

- be entitled to freely dispose of these assets and to exploit them at its discretion, directly or otherwise.

#### **ARTICLE 6 - EFFECTIVE DATE OF THE ASSIGNMENT**

The Assignment and subsequently the transfer of ownership in the Trademarks and Domain Names shall come into force on the day of execution of the Agreement by the last Party which will execute it.

#### **ARTICLE 7 - OTHER UNDERTAKINGS**

The Assignor undertakes to transmit all documents related to the Trademarks and the Domain Names.

#### **ARTICLE 8 - LANGUAGE OF THE AGREEMENT**

This Agreement is drawn up in English. Should it be translated into one or several foreign languages for any reason whatsoever, especially for the recordal of the Agreement with the relevant Trademark Offices, the English version shall be the sole authentic version in case of litigation.

#### **ARTICLE 9 - GOVERNING LAW AND JURISDICTION**

- 9.1 This Agreement shall be governed by and construed in accordance with French Law.
- 9.2 The Parties agree to use reasonable effort in order to settle amicably any dispute arising out or in connection with this Agreement.
- 9.3 If no amicable settlement is reached to resolve any disagreement arising in connection with the formation, performance or interpretation of the Agreement, the Parties elect to refer their dispute to the Paris District Court ("*Tribunal de grande instance de Paris*").

#### **ARTICLE 10 - PUBLICATION AND RECORDAL**

10.1 It is hereby agreed between the Parties that the Assignment will be recorded with the intellectual property offices where the Trademarks are registered and the French Tax Authorities four (4) months after the execution of the Assignment at the latest.

10.2 All potential fees and rights relating to this Assignment and resulting therefrom (in particular those resulting from its registration and the corresponding formalities before the competent authorities pursuant to national regulations) shall be the exclusive responsibility of the Assignee and at its exclusive costs.

10.3 Full powers are conferred to the Assignee for the purpose of the registration of the Assignment by extracts at the intellectual property offices where the Trademarks are registered together with a free translation thereof so as to make the Agreement enforceable against third parties as well as any other registration procedure which may be required.

10.4 Each Party shall execute, ratify and authenticate all documents necessary to the implementation and recordal of the Agreement.

**ARTICLE 11 - SUCCESSORS AND ASSIGNS**

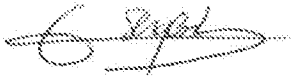
The Agreement shall be binding on the Parties and on their successors and assigns.

**ARTICLE 12 - ASSERTION OF SINCERITY**

The Parties assert, regarding the penalties prescribed by Article 1837 of the French Tax Code ("Code général des Impôts"), that this Agreement expresses the entirety of the agreed price.

The Agreement shall be drawn up in four (4) original copies including especially one (1) for the purpose of registration before the French Tax authorities.

Made in Paris, on July 20<sup>th</sup>, 2021



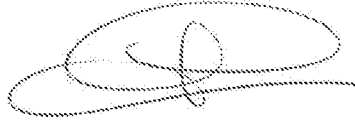
**PERNOD RICARD**

Represented by Olivia Sergent

Senior Intellectual Property Counsel,

Duly empowered

Made in Paris, on July 20<sup>th</sup>, 2021



**SOCIETE DES PRODUITS D'ARMAGNAC**

Represented by Patricia Gaborieau

General Counsel of Martell & Co

Duly empowered

EXHIBIT 1LISTING OF THE TRADEMARKS

Case reference	Trademark	Country	Filing Type	Legal Owners	Registered Owners	Filing	Filing Number	Registration	Registration Number	Next Renewal Due
DMR-7840-IT-MP95	COMTE DE LAUVIA (words)	Italy	International Registration (MA & MP)	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	27 mai 2004	832681	27 mai 2004	832681	27 mai 2024
DMR-7840-RU-MP95	COMTE DE LAUVIA (words)	Russian Federation	International Registration (MA & MP)	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	27 mai 2004	832681	27 mai 2004	832681	27 mai 2024
DMR-7840-ES-MP95	COMTE DE LAUVIA (words)	Spain	International Registration (MA & MP)	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	27 mai 2004	832681	27 mai 2004	832681	27 mai 2024
DMR-7840-CH-MP95	COMTE DE LAUVIA (words)	Switzerland	International Registration (MA & MP)	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	27 mai 2004	832681	27 mai 2004	832681	27 mai 2024
DMR-7840-CN-MP95	COMTE DE LAUVIA (words)	China	International Registration (MA & MP)	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	17 déc 2007	832681	27 mai 2004	832681	27 mai 2024
DMR-7840-FR-NF	COMTE DE LAUVIA (words)	France	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	18 nov 1938	323904	18 nov 1938	323904	15 juin 2030



DMR-7840-PL-MP9S	COMTE DE LAUVIA (words)	Poland	International Registration (MA & MP)	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	30 mars 2010	832681	27 mai 2004	832681	27 mai 2024
DMR-7840-CZ-MP9S	COMTE DE LAUVIA (words)	Czechia	International Registration (MA & MP)	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	30 mars 2010	832681	27 mai 2004	832681	27 mai 2024
DMR-7840-EM-CM	COMTE DE LAUVIA (words)	European Union	European Union Trademark	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	08 juil 2013	011964525	19 nov 2013	011964525	08 juil 2023
DMR-7840-MT-NF	COMTE DE LAUVIA (words)	Malta	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	11 juin 2007	46616	11 juin 2007	46616	11 juin 2027
DMR-7840-US-NF	COMTE DE LAUVIA (words)	United States Of America	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	15 mai 2014	86281245	03 mars 2015	4694808	03 mars 2025
DMR-7840-TW-NF	COMTE DE LAUVIA (words)	Taiwan	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	30 juin 2020	109043118	01 déc 2020	02105291	30 nov 2030
DMR-7840-GB-NF[1]	COMTE DE LAUVIA (words)	United Kingdom	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	08 juil 2013	011964525	19 nov 2013	UK00911964525	08 juil 2023
DMR-7840-JP-MP	COMTE DE LAUVIA (words)	Japan	Madrid protocol	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	28 oct 2020	832681			27 mai 2024

DMR-7840-MY-MP	COMTE DE LAUVIA (words)	Malaysia	Madrid protocol	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	28 oct 2020	832681			27 mai 2024
DMR-7840-NO-MP	COMTE DE LAUVIA (words)	Norway	Madrid protocol	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	28 oct 2020	832681			27 mai 2024
DMR-7840-KR-MP	COMTE DE LAUVIA (words)	South Korea / Republic of Korea	Madrid protocol	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	28 oct 2020	832681			27 mai 2024
DMR-7840-MX-NF	COMTE DE LAUVIA (words)	Mexico	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	23 avr 2013	136753 2	30 juil 2013	138656 2	23 avr 2023
DMR-7840-NZ-MP	COMTE DE LAUVIA (words)	New Zealand	Madrid protocol	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	28 oct 2020	832681	27 mai 2004	832681/116386 9	27 mai 2024
DMR-7840-WO-MP9S	COMTE DE LAUVIA (words)	International Procedure	International Registration (MA & MP)	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	27 mai 2004	832681	27 mai 2004	832681	27 mai 2024
DMR-7840-SG-MP	COMTE DE LAUVIA (words)	Singapore	Madrid protocol	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	28 oct 2020	832681			27 mai 2024
DMR-7840-PF-NF	COMTE DE LAUVIA (words)	French Polynesia	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	18 nov 1938	323904	18 nov 1938	323904	31 juil 2030

DMR-7840-AD-NF	COMTE DE LAUVIA (words)	Andorra	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	05 juin 2007	22306	05 juin 2007	24680	05 juin 2027
DMR-7840-MO-NF	COMTE DE LAUVIA (words)	Macao	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	07 janv 2021	N/17785 1	26 mai 2021	N/17785 1	26 mai 2028
DMR-7840-IN-NF	COMTE DE LAUVIA (words)	India	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	05 déc 2020	476965 8	05 déc 2020	476965 8	05 déc 2030
DMR-7840-GB-NF	COMTE DE LAUVIA (words)	United Kingdom	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	10 févr 1999	218822 5	30 juil 1999	218822 5	10 févr 2029
DMR-7840-AU-MP	COMTE DE LAUVIA (words)	Australia	Madrid protocol	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	28 oct 2020	832681	27 mai 2004	832681/ 213547 4	27 mai 2024
DMR-7840-CA-MP	COMTE DE LAUVIA (words)	Canada	Madrid protocol	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	03 déc 2020	832681			27 mai 2024
DMR-7840-HK-NF	COMTE DE LAUVIA (words)	Hong Kong	National filing	Pernod Ricard, SA (cours Paul Ricard) - new	Pernod Ricard, SA (cours Paul Ricard) - new	04 nov 2020	305438 025	04 nov 2020	305438 025	03 nov 2030

