

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693610

<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>
Brooke Bond Group Limited		10/01/2021	Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ekaterra Group IP Holdings B.V.		
<b>Street Address:</b>	Weena 455		
<b>City:</b>	Rotterdam		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	3013 AL		
<b>Entity Type:</b>	Besloten Vennootschap (B.V.): NETHERLANDS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2831402	BROOKE BOND	
<b>Registration Number:</b>	3611160	PG TIPS	
<b>Registration Number:</b>	2820821	PG TIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	dallastrademarks@bakermckenzie.com		
<b>Correspondent Name:</b>	Dyan M. House		
<b>Address Line 1:</b>	1900 N Pearl St.		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	50940561-0000		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Dyan M. House		
<b>Address Line 1:</b>	1900 N Pearl St.		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Dyan M. House		

CH \$90.00 2831402

<b>SIGNATURE:</b>	/Dyan M. House/
<b>DATE SIGNED:</b>	12/09/2021
<b>Total Attachments: 8</b> source=117_Puccini_USA (RoW)_Trade Mark Assignment (BBGL)_EXECUTED VERSION(20908276.1)#page1.tif source=117_Puccini_USA (RoW)_Trade Mark Assignment (BBGL)_EXECUTED VERSION(20908276.1)#page2.tif source=117_Puccini_USA (RoW)_Trade Mark Assignment (BBGL)_EXECUTED VERSION(20908276.1)#page3.tif source=117_Puccini_USA (RoW)_Trade Mark Assignment (BBGL)_EXECUTED VERSION(20908276.1)#page4.tif source=117_Puccini_USA (RoW)_Trade Mark Assignment (BBGL)_EXECUTED VERSION(20908276.1)#page5.tif source=117_Puccini_USA (RoW)_Trade Mark Assignment (BBGL)_EXECUTED VERSION(20908276.1)#page6.tif source=117_Puccini_USA (RoW)_Trade Mark Assignment (BBGL)_EXECUTED VERSION(20908276.1)#page7.tif source=117_Puccini_USA (RoW)_Trade Mark Assignment (BBGL)_EXECUTED VERSION(20908276.1)#page8.tif	

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USA Trade Mark Assignment Deed (Brooke Bond Group Limited)

Effective 1 October 2021

**BROOKE BOND GROUP LIMITED**

and

**EKATERRA GROUP IP HOLDINGS B.V.**

Ref: L-296159

**TRADEMARK**  
**REEL: 007526 FRAME: 0076**

## USA Trade Mark Assignment Deed (Brooke Bond Group Limited)

This Deed ("Deed") is made on 1 October 2021 between:

- (1) **BROOKE BOND GROUP LIMITED** (company number 00036581), a company incorporated in England and Wales, whose registered office is at Unilever House, 100 Victoria Embankment, London EC4Y 0DY, United Kingdom, which expression where the context so admits shall include its successors and assigns ("**Assignor**"); and
- (2) **EKATERRA GROUP IP HOLDINGS B.V.**, a private company with limited liability under the laws of the Netherlands, having its official seat (*statutaire zetel*) in Rotterdam, the Netherlands, and its office at Weena 455, 3013 AL Rotterdam, the Netherlands, registered under the Dutch Trade Register under number 81871228, which expression where the context so admits shall include its successors and assigns ("**Assignee**"),

each, a "**Party**", and together, the "**Parties**".

**Whereas:**

- (A) Assignor has agreed to transfer certain registered trade marks, and applications therefor, to Assignee on the terms of this Deed.
- (B) Assignee is the successor to the ongoing and existing business of Assignor to which the assigned trade marks pertain.

It is agreed as follows:

### 1 Definitions and interpretation

In this Deed, unless the context otherwise requires, the provisions in this Clause 1 apply.

#### 1.1 Definitions

"**Effective Date**" means 1 October 2021; and

"**Trade Marks**" means the registered trade marks set out in the Schedule.

#### 1.2 Interpretation

In this Deed, unless otherwise specified:

##### 1.2.1 Clauses, Headings and Schedules

References to this Deed shall include any Schedules to it and references to Clauses and Schedules are to Clauses of, and Schedules to, this Deed. Headings shall be ignored in construing this Deed.

##### 1.2.2 References to persons and companies

References to:

- (i) a person shall include any individual, company, partnership or unincorporated association (whether or not having separate legal personality); and
- (ii) a company shall include any company, corporation or any body corporate, wherever incorporated.

### **1.2.3 References to English legal terms or concepts**

References to:

- (i) any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction; and
- (ii) a statute or statutory provision include that statute or provision as modified, re-enacted or consolidated from time to time.

### **1.2.4 Singular, plural, gender**

References to one gender include all genders and references to the singular include the plural and vice versa.

### **1.2.5 Non-limiting effect of words**

The words "including", "include", "in particular", and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

## **2 Assignment**

On and subject to the terms of this Deed, and with effect from the Effective Date, Assignor hereby assigns to Assignee, for good and valuable consideration:

- 2.1** all of its right, title and interest in and to the Trade Marks and all of the goodwill attaching to and represented by the Trade Marks, but no other goodwill;
- 2.2** the entitlement to any registrations granted pursuant to any of the applications comprised within the Trade Marks; and
- 2.3** all rights of action arising or accrued relating to the Trade Marks, including the right to take and defend proceedings for infringement of the Trade Marks and other causes of action arising from ownership of any of the Trade Marks, and all rights to seek, recover and retain damages and an account of profits and all other remedies for all past, current and future infringements or misuse of the Trade Marks.

## **3 Exclusion of Warranties**

Assignor excludes all warranties (express or implied) in relation to the Trade Marks.

## **4 General**

### **4.1 Further Assurance**

Without prejudice to any restriction or limitation on the extent of any Party's obligations under this Deed, each of the Parties (including, for the avoidance of doubt, any successors and assigns) shall at the Assignee's cost, from time to time, so far as each is reasonably able, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to the Party concerned as they consider necessary to transfer the Trade Marks to Assignee or otherwise to give Assignee the full benefit of this Deed, including the Assignor, at the Assignee's cost, doing all such acts and/or executing all such documents as necessary for the Assignee to record the Assignee on relevant registers of Intellectual Property Rights as the proprietor of the Trade Marks.

#### **4.2 Third Party Rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of, or enjoy any benefit under, this Deed.

#### **4.3 Assignability**

Neither Party may, without the prior written consent of the other Party, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Deed.

#### **4.4 Counterparts**

This Deed may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.

#### **4.5 Amendment**

No amendment of this Deed (or of any of the documents referred to in this Deed) shall be valid unless it is in writing and executed by or on behalf of each of the Parties to it.

#### **4.6 Invalidity**

If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to so delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Deed and the legality, validity and enforceability of the remainder of this Deed shall (subject to any deletion or modification made under the first sentence of this Clause 4.6) not be affected.

#### **4.7 Whole Agreement**

This Deed contains the whole agreement between the Parties relating to the subject matter of this Deed at the Effective Date to the exclusion of any terms implied by law which may be excluded by contract and supersede any previous written or oral agreement between the Parties in relation to the matters dealt with in this Deed and such other documents.

#### **4.2 Transfer Taxes**

Assignee shall bear the cost of all stamp taxes, any notarial fees and all registration and transfer taxes and duties or their equivalents where such fees, taxes and duties are payable as a result of the transfer, in accordance with this Deed, of the rights, title and interest in and to the Trade Marks and applications therefor (and all goodwill attaching thereto). Assignee shall arrange the payment of such taxes, fees and duties, including fulfilling any administrative or reporting obligation imposed in connection with such payment.

### **5 Law and Jurisdiction**

- 5.1** This Deed and any non-contractual obligations arising out of or in connection with this Deed, shall be governed by and construed in accordance with English law.

**5.2** Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed, and that accordingly any proceedings arising out of or in connection with this Deed shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such courts on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

**6 Service of Process**

Assignee hereby irrevocably appoints ekaterra Research and Development UK Limited of Colworth Park, Sharnbrook, Bedford, MK44 1LQ (for the attention of Zbigniew Lewicki) as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Deed, service upon whom shall be deemed completed whether or not forwarded to or received by Assignee. Assignee shall inform Assignor in writing of any change of address of such process agent within 14 days of such change. If such process agent ceases to be able to act as such or to have an address in England, Assignee irrevocably agrees to appoint a new process agent in England acceptable to Assignor and to deliver to Assignor within 14 days a copy of a written acceptance of appointment by the process agent.

*[Signature page follows]*


In witness whereof this Deed has been duly executed as a deed and delivered on the date stated at the beginning.

SIGNED as a DEED by  
**BROOKE BOND GROUP  
LIMITED** acting by Robert  
Leek, an Authorised Signatory,  
in the presence of a witness:

DocuSigned by:  


8D07162938E24CF.....

Name: ROBERT LEEK  
Title: Authorised Signatory

DocuSigned by:  


FEF1B317EC784C.....

Name: Ashima Sharma

Address: 100 Victoria Embankment, London EC4Y 0DY

Occupation: solicitor




SIGNED as DEED by **EKATERRA  
GROUP IP HOLDINGS B.V.** acting  
by Bastiaan Haks, an Authorised  
Signatory:

DocuSigned by:  
*Bastiaan Haks*  
D10E9C53EE7418...

.....  
Name: **BASTIAAN HAKS**  
Title: **Authorised Signatory**

**Schedule  
Trade Marks**

No.	Country	Mark	Class(es)	Registered Owner	Status	Registration Number	Registration Date
1	United States of America	BROOKE BOND	30	Brooke Bond Group Limited	Registered	2831402	13-Apr-04
2	United States of America	PG TIPS (STYLISED) & DESIGN 	30	Brooke Bond Group Limited	Registered	3611160	28-Apr-09
3	United States of America	PG TIPS	30	Brooke Bond Group Limited	Registered	2820821	09-Mar-04

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