

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792465

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900745399		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sephra L.P.		12/21/2018	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sephra Europe Limited		
Street Address:	Whittle Road		
Internal Address:	Meteor House		
City:	Salisbury, Willshire		
State/Country:	UNITED KINGDOM		
Postal Code:	SP2 7YW		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5005741	SEPHRA	
Registration Number:	2872823	SEPHRA	
Registration Number:	2872824	SEPHRA	
CORRESPONDENCE DATA			
Fax Number:	2155405818		
<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:	215 540 9200		
Email:	docketing@howsoniplaw.com		
Correspondent Name:	George A. Smith, Jr. Howson & Howson LLP		
Address Line 1:	325 Sentry Parkway		
Address Line 2:	Suite 160, 5 Sentry East		
Address Line 4:	Blue Bell, PENNSYLVANIA 19422		
ATTORNEY DOCKET NUMBER:	JYGUSSEPHRA		
NAME OF SUBMITTER:	George A. Smith, Jr.		
SIGNATURE:	/George A. Smith, Jr./		
DATE SIGNED:	03/07/2023		

Total Attachments: 16

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this agreement is delivered on 04 JANUARY 2019

ASSIGNATION OF INTELLECTUAL PROPERTY RIGHTS

Between

- (1) **SEPHRA L.P.**, a California limited partnership whose registered office is 11035 Technology Place, Suite 100, San Diego, California ("Assignor");
- (2) **SEPHRA EUROPE LIMITED** incorporated and registered in England and Wales with company number **06367675** whose registered office is at Meteor House, Whittle Road, Salisbury, Wiltshire, SP2 7YW ("Assignee")
- (3) **RICHARD MUIR** residing at 6939 Adobe Bluffs Drive, San Diego, California 92127 ("Richard Muir")

WHEREAS

- (A) The Assignor owns the Assigned Rights (as defined below).
- (B) Under the terms of the Asset Purchase Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Assigned Rights (as defined below) on the terms set out in this agreement.

IT IS AGREED AS FOLLOWS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Asset Purchase Agreement means the asset purchase agreement between, amongst others, the Assignor and the Assignee entered into at or around the same time as this agreement.

Assigned Rights means the Brand, the Trade Marks, the Registered Designs, the Domain Names, the Copyright, the Goodwill and Reputation, the Unregistered Assigned Rights and all the Intellectual Property Rights embodied in the Materials, the Products and otherwise used in or in connection to the Business.

Brand means the "Sephra" brand as owned and developed by Assignor including all Intellectual Property rights embodied in such brand including all rights to the unique designs, signs, symbols, words, or a combination of these, employed in creating the Sephra brand and the Products.

Business means the business of the Assignor as carried on at the date of this agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Copyright means the copyright and related rights in the Materials, the Products, the copyright works used in the Business and any copyright works created by or on behalf of the Assignor in connection with its Business, including but not limited to: drawings, CAD drawings and designs, moulds, website content, packaging, advertising and promotional materials, but excluding the content of the Assignor's website at www.sephra.com the date of this agreement (excluding such part of the content that is a Trade Mark, image or design that is otherwise part of or embodied in the Brand).

Domain Names means the domain names detailed in Part 5 of the Schedule.

Goodwill and Reputation means the goodwill and reputation in the Trade Marks, the Brand, and the Products and the exclusive right to represent itself as the owner of the Assigned Rights.

Intellectual Property Rights means patents (excluding the Patents), utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials means the materials described in Part 3 of the Schedule.

Patents means the patents as defined in the Asset Purchase Agreement.

Products means the Assignor's product range including but not limited to all Commercial and Domestic Chocolate Fountains, Accessories and Sneeze Guards, Beverage Fountains and Chocolate Melters, waffle makers, pancake makers, products of including but not limited to CF16E Select Chocolate Fountain, CF18L Classic Chocolate Fountain; CF18M Elite Chocolate Fountain; CF19 Signature Chocolate Fountain; CF18HR Legend Chocolate Fountain; CF23R Cortez Chocolate Fountain; CF27R Aztec Chocolate Fountain; CF34R Montezuma Chocolate Fountain; CF44R Sephra; CF44RC Convertible Chocolate Fountain; CF34/44R Cascade Tier Set; Sephra Beverage Fountain; CF23R Sneeze Guard; CF27R Sneeze Guard; CF34R Sneeze Guard; CF44R Sneeze Guard; Commercial Fountain Topper; Bubble Waffle Plate.

Registered Designs means the registered designs and the applications short particulars of which are set out in Part 1 of the Schedule.

Trade Marks means the registered trade marks and the applications and the unregistered trade marks and trade names short particulars of which are set out in Part 2 of the Schedule.

Tooling has the same meaning as defined in the Asset Purchase Agreement;

Unregistered Assigned Rights means the unregistered rights detailed in Part 4 of the Schedule.

Warrantors means the Assignor and Richard Muir.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule and references to clauses and Schedule are to the clauses and Schedule of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** excludes fax and email.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. ASSIGNATION

- 2.1 Pursuant to and for the consideration set out in the Asset Purchase Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all of its right, title and interest in and to the Assigned Rights, including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in Assigned Rights;
- 2.1.2 in respect of any and each application in the Patents:
- (a) the right to claim priority from and to prosecute and obtain grant of patent; and
- (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.1.3 all goodwill and reputation and statutory and common law rights attaching to the Assigned Rights, the Products and/or the Brand;
- 2.1.4 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 Assigned Rights whether occurring before, on, or after the date of this agreement;

2.1.5 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world; and

2.1.6 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.

3. WARRANTIES

3.1 The Warrantors warrants that:

3.1.1 the Assignor is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;

3.1.2 for each of the applications and registrations which form any of the Assigned Rights, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;

3.1.3 it has not licensed or assigned any of the Assigned Rights except as set out in Part 4 of the Schedule;

3.1.4 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;

3.1.5 all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application forming part of the Assigned Rights proceeding to grant;

3.1.6 it has not acquiesced in the unauthorised use of the Assigned Rights;

3.1.7 each registered Trade Mark, Patent, Domain Name and Registered Design is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender, and there is nothing that might prevent any application proceeding to grant;

3.1.8 as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party;

3.1.9 no claim has been made by a third party that disputes the right of the Assignor to use any of the Assigned Rights, and it is unaware of any circumstances likely to give rise to a claim;

3.1.10 all previous assignments of the applications and registrations forming part of the Assigned Rights are valid and were registered within applicable time limits; and

3.1.11 the Materials are its original work and have not been copied wholly or substantially from any other source.

4. FURTHER ASSURANCE

4.1 At its own expense, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

4.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and

4.1.2 assisting (not including financial assistance) the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting (not including financial assistance) with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

4.2 Without prejudice to 4.1, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor take any action that this agreement requires the Assignor to take in terms of clause 4.1.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

7.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. COUNTERPARTS AND DELIVERY

8.1 This agreement may be executed in any number of counterparts.

8.2 Where executed in counterparts:

8.2.1 this agreement shall not take effect until each of the counterparts has been delivered;

8.2.2 delivery shall take place when the date of delivery is agreed between the parties after execution of this agreement as evidenced by the date inserted on page 1 of this agreement.

9. NOTICES

9.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by commercial courier. A notice or other communication shall be deemed to have been delivered on the date and at the time that the courier's delivery receipt.

10. ADR

10.1 If any dispute arises in connection with this agreement, the parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party shall give notice in writing (**ADR notice**) to the other to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

10.2 The mediation shall start not later than 30 days after the date of the ADR notice. The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings.

11. GOVERNING LAW

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 Scots law.

12. JURISDICTION


Each party irrevocably agree that the Scottish courts shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages and the schedule in 5 parts are executed as follows, but not delivered until the date shown on the first page:

SIGNED on behalf of SEPHRA L.P. by Chief Executive Officer Richard Muir:

at San Diego, California
on December 21, 2018 in the presence of:

Witness: 

Full Name: Richard E. Muir 
Richard Muir CEO

Address: 30675 McBisness Pass
Murrieta, CA 92580

SIGNED on behalf of SEPHRA EUROPE LIMITED by David Archer, Director at

on _____ in the presence of:

Witness:

Full Name:
Director



12. JURISDICTION

Each party irrevocably agree that the Scottish courts shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages and the schedule in 5 parts are executed as follows, but not delivered until the date shown on the first page:

SIGNED on behalf of SEPHRA L.P. by Chief Executive Officer Richard Muir:

at

on _____ in the presence of:

Witness:

Full Name:

Richard Muir CEO

Address:

SIGNED on behalf of SEPHRA EUROPE LIMITED by David Archer, Director at *KIRKCALDY*

on *04 JANUARY 2019* in the presence of:

Witness. *[Signature]*

Full Name: *JOHN LAUGHLIN*

[Signature]

Director

Address. AS DONALD CRECENT

THORNTON

1071 4AS

By Richard Muir at

on

in the presence of:

Witness:

Full Name:

Richard Muir

Address:

.....

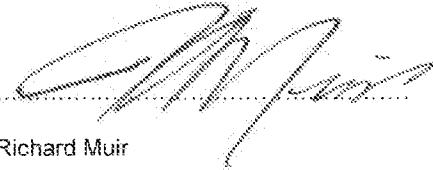
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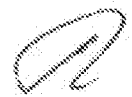
By Richard Muir at San Diego, California
on 12-21-18 in the presence of:

Witness: 

Full Name: David R. Muir 

Richard Muir

Address: 30675 McLowans Pass
Mariposa, CA 95343



THIS IS THE SCHEDULE IN THE FOREGOING ASSIGNATION BETWEEN SEPHRA L.P. AND
SEPHRA EUROPE LIMITED

SCHEDULE

PART 1

Registered Designs

Any registered designs in relation to the Products anywhere in the world.

PART 2

Registered Trade Marks and applications

Any registered trade marks (including any applications for trade marks) used by Assignor in connection with the Business, the Brand or the Products including following trade marks:

Country/territory	Mark	Application or registration number	Date of filing/reg'n	Classes	Specification of goods or services
US	SEPHRA	78227717 / 2872823	19 March 2003	IC 011. US 013 021 023 031 034.	ELECTRICAL CHOCOLATE FOUNTAINS
US	<i>Pictorial representation</i>	2872824 / 78227720	19 March 2003	IC 011. US 013 021 023 031 034.	ELECTRICAL CHOCOLATE FOUNTAINS
US	SEPHRA	86332616 / 5006741	9 July 2014	IC 030 US 046.	Candy; Candy with cocoa; Chocolate; Chocolate based ingredient for use in candy making; Chocolate candies; Chocolate chips; Chocolate fondue; Chocolate toppings; Chocolate sauce; Dessert mixes, namely, waffle mixes, crepe mixes, flan mixes and crème brulee mixes; Bakery dessert mixes; Dessert mousse mixes; Sweets.

PART 3

Materials

All designs, drawings, information, data and other materials as relate to the Products or the Brand.

PART 4

Unregistered Assigned Rights

All Intellectual Property Rights in the Products, Tooling, Brand (including digital marketing materials, user guides, product warranty terms, product imagery), not otherwise assigned as part of this agreement.

PART 5

Domain Names

Each of the following:

- (a) the following domain names:
 - (i) Sephra International.com
 - (ii) Sephra International.co.uk
 - (iii) Sephra Europe.com
 - (iv) Sephra Europe.co.uk
 - (v) Sephra.com;
- (b) all rights, title and interests in any domain name contain the word "sephra"; and
- (c) all rights, title and interests in any email address containing the word "sephra" (for the avoidance of doubt the Assignee hereby licenses to the Assignor the right to use such email addresses for the duration of the Term of the Distribution Agreement entered into between the parties on the same date as this agreement) .