

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
London Group LLC		06/29/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	LUCAS BOLLS AMSTERDAM B.V.		
Street Address:	Paulus Potterstraat 14		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1071 CZ		
Entity Type:	Private Limited Liability Company: NETHERLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85101900	NUVO	
Serial Number:	85101903	L'ESPRIT DE PARIS	
Serial Number:	85101915		
Serial Number:	77146319	L'ESPRIT DE PARIS	
Serial Number:	77146629		
Serial Number:	76526316	NUVO	
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:	5123225200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Megan Bradshaw		
Address Line 1:	1801 East 6th Street		
Address Line 2:	Suite 300		
Address Line 4:	Austin, TEXAS 78702		
ATTORNEY DOCKET NUMBER:	NLOS001		
NAME OF SUBMITTER:	Megan Bradshaw		
SIGNATURE:	/Megan Bradshaw/		
DATE SIGNED:	07/11/2023		

OP \$165.00 85101900

Total Attachments: 9

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SCHEDULE 5 (SIMPLIFIED TRANSFER AGREEMENT)

SIMPLIFIED TRANSFER AGREEMENT is entered into on 29 June 2023.

BETWEEN:

- (1) **LONDON GROUP LLC**, a limited liability company organized under the laws of New York, having its principal place of business at 22 Northern Blvd., Glen Head, New York 11545 (the **Assignor**); and
- (2) **LUCAS BOLS AMSTERDAM B.V.**, a private company with limited liability incorporated under Dutch Law, having its official seat in Amsterdam, the Netherlands, and its registered office address at Paulus Potterstraat 14 (1071 CZ) Amsterdam, the Netherlands, registered with the Dutch trade register under number 34242709 (the **Assignee**).

The Assignor and Assignee are collectively referred to as the **Parties** and individually also as a **Party**.

BACKGROUND:

- A. The Assignor owns all intellectual property Rights set forth in Annex B.1 (hereafter referred to as the **Brand**).
- B. On or about 31 December 2017, the Parties entered into a license and option agreement to grant Assignee the exclusive world-wide, perpetual, trade-mark license for the use of the Brand (including production and distribution rights) as well as (i) a put option for Assignor to sell and transfer all rights and obligations relating to the Brand to Assignee and (ii) a call option for Assignee to acquire all rights and obligations relating to the Brand from Assignor (the **License and Option Agreement**), as amended from time to time by amendments no. 1, 2 and 3 (the **Amendments**), which is attached hereto (including its Amendments) as Annex A (License and Option Agreement).
- C. The Assignor wishes to assign and transfer the Brand to the Assignee and the Assignee accepts to acquire the Brand from Assignor on the terms set out in this agreement (the **Agreement**).

IT IS HEREBY AGREED as follows:

1 **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement capitalised terms have the following meaning:

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Agreement	means this simplified transfer agreement, including the opening, recitals and all schedules, annexes and appendices;
Amendments	has the meaning given in recital B;
Assignee	has the meaning given in the opening of this Agreement;
Assignment	has the meaning given in article 2.1;
Assignor	has the meaning given in the opening of this Agreement;
Brand	has the meaning given in recital A;
Court	has the meaning given in article 4.2;
ICC	has the meaning given in article 4.2;
Law	any applicable statute, law, directive, rule, (executive or other) order, code, judgment, injunction decree or other binding requirement of any Governmental Authority, in each as may be in force from time to time;
License and Option Agreement	has the meaning given in recital B;
Lucas Bols Security	means the security interest established on the Rights as set forth in the Security Agreement;
Product(s)	has the meaning given in <u>Annex C (Products)</u> ;
Recipe	means the recipe for the NUVO Product set forth in List A, Annex C;
Rights	means any intellectual property right (registered or unregistered) in relation to the Brand and/or Products, including any (a) trademark, logos, service mark, trade or business name, (b) rights in goodwill, rights in designs, Recipes, know-how, (c) domain names, webpages, websites, marketing materials and related content controlled by Assignor, (d) patents, and (e) copyrights, semi-conductor topography rights, database rights, each of (a)-(e) as owned by Assignor set forth in <u>Annex B (Intellectual Property Rights)</u> ;
Rules	has the meaning given in article 4.2';
Security Agreement	means the security agreement entered into between Assignor and Assignee on 1 September 2020 with respect to the Lucas Bols Security.

2 **TRANSFER**

2.1 The Assignor hereby unconditionally and without reservation assigns, grants and transfers to the Assignee the Rights, free from any claims, liens, equities, charges and Encumbrances, except for the Lucas Bols Security (which such security is terminated hereunder), effective as of the date hereof, and the Assignee accepts the assignment, grant and transfer of the Rights by the Assignor (the **Assignment**).

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2.2 Each of the Assignor and Assignee shall do, execute and perform all further acts, deeds and documents as the other party hereto may reasonably require to effect the Assignment.

2.3 The Parties hereby confirm their knowledge of the Lucas Bols Security on the Rights.

3 PURCHASE PRICE

3.1 The Parties hereby acknowledge and agree the Purchase Price set forth in the Brand Transfer and Settlement Agreement dated 29 June 2023 constitutes good and valuable consideration in exchange for the Assignment .

4 GOVERNING LAW AND JURISDICTION

4.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the Laws of the Netherlands.

4.2 Any disputes arising out of or in connection with this Agreement or any of the ancillary agreements, including regarding the existence or validity thereof, will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (2012) (the **Rules** and the **ICC** respectively) by three arbitrators. The arbitration will take place in the United Kingdom with English as the language of instruction. Each Party shall nominate one arbitrator in accordance with the Rules. Where there are multiple claimants or multiple respondents, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate (as one Party) one arbitrator in accordance with the Rules. If either Party fails to nominate an arbitrator, the appointment shall be made by the Court of Arbitration (the **Court**). Within 15 (fifteen) business days of the confirmation of the appointment of the second arbitrator by the Court, the two arbitrators so appointed shall nominate a third arbitrator, who (subject to the confirmation of his appointment by the Court) shall act as chairman of the arbitral tribunal. If the two arbitrators fail to agree upon nomination of the third arbitrator within the time limit specified herein, the third arbitrator shall be appointed by the Court.


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SIGNATURES


This Agreement has been agreed and entered into on the date stated at the beginning of it.

LONDON GROUP LLC

DocuSigned by:

0DD3358F7ECF4CE...

By: Raphael Yakoby
Title: Manager

LUCAS BOLS AMSTERDAM B.V.

DocuSigned by:

1558F52BF5AD4FA...


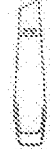

By: Huub van Doorne
Title: Chief Executive Officer




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Annex B.I – List of trademarks

To be attached separately.

List of trademarks London Group LLC

Trademark:	Country:	Serial No.:	Filing Date:	Renewal Deadline
NUVO	Argentina	3063759	24 January 2011	14 Feb. 2024
NUVO PEACH COBBLER	Argentina	3136658	23 December 2011	05 Aug. 2023
NUVO	Australia	1405288	24 January 2011	24 Jan. 2031
NUVO	Barbados	81/27630	5 January 2011	16 June 2024
 (NUVO Bottle Design)	Barbados	81/27727	4 February 2011	22 May 2028
NUVO	Bolivia	SM29542011	7 June 2011	10 Oct. 2023
NUVO	Bolivia	SM12452012	15 March 2012	10 Oct. 2023
NUVO PEACH COBBLER	Bolivia	0070732011	23 December 2011	11 Nov. 2023
NUVO	Brazil	903320380	24 January 2011	24 June 2024
 (NUVO Bottle Design)	Brazil	903352753	4 February 2011	27 Sept. 2026
L'ESPRIT DE PARIS	Canada	1514193	7 February 2011	06 June 2029
NUVO	Canada	1514192	7 February 2011	20 Dec. 2027
NUVO	Chile	940246	7 February 2011	25 Jan. 2032
NUVO PEACH COBBLER	China	10347306	26 December 2011	27 Aug. 2023
NUVO	China	9101001	28 January 2011	06 Feb. 2032
NUVO	Colombia	10118537	24 September 2010	24 Nov. 2031
 (NUVO Bottle Design)	Colombia	11013256	4 February 2011	29 Aug. 2031
NUVO	Costa Rica	20110000915	4 February 2011	11 Aug. 2023

Trademark:	Country:	Serial No.:	Filing Date:	Renewal Deadline
THE NIGHT IS YOURS	Costa Rica	2012-0003585	12 April 2012	30 Sept. 2023
 (NUVO Bottle Design)	European Community	011042728	16 July 2012	16 July 2032
NUVO	European Community	018188280	24 January 2020	24 Jan. 2030
NUVO PEACH COBBLER	El Salvador	2012115070	3 January 2012	30 Sept. 2023
NUVO	France	3255999	10 October 2003	10 Nov. 2023
NUVIO	France	1495812	29 July 2008	17 Oct. 2028
L'ESPRIT DE PARIS	France	1685875	29 March 1989	29 March 2029
NUVO	Ghana	586/2011	6 April 2011	Pending
NUVO	United Kingdom	UK00918188280	24 January 2020	16 July 2032
 (NUVO Bottle Design)	United Kingdom	UK00911042728	16 July 2012	16 July 2032
NUVO	United Kingdom	UK00002571045	2 February 2011	02 Feb. 2031
NUVO	Hong Kong	301818135	24 January 2011	23 Jan. 2031
NUVO	Kenya	72289	24 August 2011	24 Aug. 2031
NUVO	Lebanon	10484	9 December 2011	20 Dec. 2026
NUVO	Mexico	1152780	4 February 2011	04 Feb. 2031
NUVO	Nicaragua	2011000232	24 January 2011	15 Oct. 2023
 (NUVO Bottle Design)	Nicaragua	2011000347	4 February 2011	15 Oct. 2023
NUVO PEACH COBBLER	Nicaragua	2011004656	23 December 2011	14 Aug. 2023
NUVO	New Zealand	846311	22 July 2011	22 July 2031
NUVO	Nigeria	F-TM-2011-03736	3 March 2011	03 March 2032

Trademark:	Country:	Serial No.:	Filing Date:	Renewal Deadline
L'ESPRIT DE PARIS	Nigeria	F-TM-O-2013-3668	14 March 2011	Allowed; Sealing fee due (€690) (no deadline)
 (3D mark Bottle Design)	Panama	197278	4 February 2011	04 Feb. 2031
NUVO	Panama	196673	11 January 2011	11 Jan. 2031
NUVO	Paraguay	33082011	3 February 2011	13 Sept. 2023
NUVO PEACH COBBLER	Paraguay	1156002	23 December 2011	04 Nov. 2023
NUVO	Peru	938621	28 December 2010	21 April 2032
 (3D mark Bottle Design)	Peru	445861	7 February 2011	18 Aug. 2031
NUVO	Singapore	T1100830D	22 January 2011	22 Jan. 2031
DRINK PINK	South-Korea	40201217789	19 March 2012	19 Sept. 2023
L'NUVO	South-Korea	40201129657	31 May 2011	13 Aug. 2023
NUVO	South-Korea	40201163186	11 November 2011	19 Sept. 2023
NUVO PEACH COBBLER	South-Korea	40201172671	23 December 2011	30 Oct. 2023
NUVO	Suriname	22923	29 December 2010	29 Dec. 2030
NUVO	United States	85101900	6 August 2010	14 April 2031
L'ESPRIT DE PARIS	United States	85101903	6 August 2010	14 April 2031
 (NUVO Bottle Design)	United States	85101915	6 August 2010	28 April 2031
L'ESPRIT DE PARIS	United States	77146319	2 April 2007	18 March 2028

Trademark:	Country:	Serial No.:	Filing Date:	Renewal Deadline
 (NUVO Bottle Design)	United States	77146629	2 April 2007	05 Aug. 2028
NUVO	United States	76526316	26 June 2003	08 Nov. 2027
NUVO	Uruguay	420078	2 February 2011	19 Jan. 2026
NUVO PEACH COBBLER	Uruguay	430712	23 December 2011	01 March 2026
NUVO PEACH COBBLER	Venezuela	2012-000018	2 January 2012	13 Feb. 2028