

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI108777

<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>
Capsicana Limited		01/20/2024	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	AB World Foods Limited		
<b>Street Address:</b>	Weston Centre		
<b>Internal Address:</b>	10 Grosvenor Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W1K 4QY		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88901282	CAPSICANA	
<b>Serial Number:</b>	73808590	CAPSICANA ZING	
<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>Phone:</b>	(212)2925390		
<b>Email:</b>	mail@ipcounselors.com		
<b>Correspondent Name:</b>	William C. Wright		
<b>Address Line 1:</b>	60 East 42nd Street		
<b>Address Line 2:</b>	Suite 1250		
<b>Address Line 4:</b>	New York, NEW YORK 10165		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	William C. Wright		
<b>Address Line 1:</b>	60 East 42nd Street		
<b>Address Line 2:</b>	Suite 1250		
<b>Address Line 4:</b>	New York, NEW YORK 10165		
<b>NAME OF SUBMITTER:</b>	KAIXAN MCDONALD		

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<b>SIGNATURE:</b>	KAIXAN MCDONALD
<b>DATE SIGNED:</b>	03/20/2024
<b>Total Attachments: 10</b> source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page1.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page2.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page3.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page4.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page5.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page6.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page7.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page8.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page9.tif source=Canelo - Trade Mark Assignment - Execution Version - vSIGNED (002)#page10.tif	



**Dated 20 January 2024**

**CAPSICANA LIMITED**  
**AB WORLD FOODS LIMITED**

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**TRADE MARK ASSIGNMENT**

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**This Agreement** is made on 20 January 2024

**Between**

- (1) **Capsicana Limited** a company incorporated in England and Wales under number 07096960 whose registered office is at 19 Walsworth Road, Hitchin, Hertfordshire, United Kingdom, SG4 9SP (**Assignor**); and
- (2) **AB World Foods Limited** a company incorporated in England and Wales under number 01400901 whose registered office is at Weston Centre, 10 Grosvenor Street, London W1K 4QY (**Assignee**)

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

**Whereas**

- (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 agrees to accept the assignment in accordance with the terms of this Agreement.

**It is agreed**

**1 Definitions and interpretation**

1.1 In this Agreement:

**Trade Marks** means the registered trade marks as set out in Schedule 1, together with all intellectual property rights associated with them.

1.2 In this Agreement:

- (a) a reference to this Agreement includes its schedules, appendices and annexes (if any);
- (b) a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- (c) 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;
- (d) a reference to a gender includes each other gender;
- (e) words in the singular include the plural and vice versa;
- (f) 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;
- (g) a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time; and
- (h) a reference to legislation includes all subordinate legislation made and in force from time to time under that legislation.

**2 Assignment**

2.1 In accordance with and for the consideration set out in the agreement for the sale by the Assignor and purchase by the Assignee of the entire undertaking of the Assignor dated on or around the date of this Agreement, effective on and from the date of signature of this Agreement, 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:

- (a) all goodwill associated with such Trade Marks; and
- (b) 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 whether occurring before, on or after the date of this Agreement.

**3 Further assurance**

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 Agreement.

**4 Assignment and third party rights**

- 4.1 Unless this Agreement expressly states otherwise, no right or obligation arising under this Agreement (or any document entered into pursuant to or in connection with it) may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the parties.
- 4.2 References in this Agreement to a party shall, except where the context requires otherwise, include its successors in title.
- 4.3 A person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**5 Acknowledgment**

Each party acknowledges that it is not entering into this Agreement (or any other document to be entered into pursuant to it) in reliance upon, and waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of, any representation, warranty, collateral contract or other assurance made by or on behalf of any other party before execution of this Agreement (except those set out in this Agreement and the documents referred to in it). Nothing in this clause shall limit or exclude any liability for fraud.

**6 Waiver**

No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the party granting it and has been communicated to the other party.

**7 Counterparts**

This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

**8 Governing law and jurisdiction**

8.1 This Agreement will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Agreement, its subject matter, negotiation or formation will be determined in accordance with English law.

8.2 Each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters (including non-contractual matters) arising out of or in connection with this Agreement.

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

**Schedule 1**  
**Trade Marks**

The Trade Marks comprise the following:







Country	Property Type	Instructor	Owner	Title	Image	Local Classes	Application No	Application Date	Registration No.	Registered Date
South Africa	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		30	2023/17115	22/06/2023		
Saudi Arabia	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		30	428367	13/07/2023		
International Trade Mark	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29,30	1750055	10/07/2023	1750055	10/07/2023
Australia	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29,30	1750055	10/07/2023	1750055	10/07/2023
Canada	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29,30	1750055	10/07/2023	1750055	10/07/2023
China	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29,30	1750055	10/07/2023	1750055	10/07/2023
European Union	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29,30	1750055	10/07/2023	1750055	10/07/2023




India	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023
New Zealand	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023
Norway	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023
Russian Federation	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023
Singapore	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023
Switzerland	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023
Thailand	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023
Turkey	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023
Ukraine	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29.30	1750055	10/07/2023	1750055	10/07/2023



United Arab Emirates	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29	1750055	10/07/2023	1750055	10/07/2023
United Arab Emirates	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		30	1750055	10/07/2023	1750055	10/07/2023
United States of America	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29,30	1750055	10/07/2023	1750055	10/07/2023
United Kingdom	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Bancroft address)	capsicana		30	UK00003294008	02/03/2018	UK00003294008	03/08/2018
United Kingdom	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29,30	UK00003925468	21/06/2023	UK00003925468	21/06/2023
South Africa	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29	2023/17114	22/06/2023		
Saudi Arabia	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd	CAPSICANA		29	428366	13/07/2023		
United States of America	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Paynes Park address)	CAPSICANA		30	88901282	05/05/2020	88901282	24/11/2020
United Kingdom	Trade Mark	AB World Foods Limited	Capsicana Ltd (unrecorded address change)	CAPSICANA FLAVOUR logo (series of 2)	LATIN 2016	29,30,32,33	UK00003202704	16/12/2016	UK00003202704	17/03/2017



		(Capsicana account)	from Paynes Park address)							
European Union	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Bancroft address)	CAPSICANA LATIN FLAVOUR logo 2018		30	017868340	02/03/2018	017868340	27/06/2018
United Kingdom	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Bancroft address)	CAPSICANA LATIN FLAVOUR logo 2018		30	UK00003254310	04/09/2017	UK00003254310	02/02/2018
United Kingdom	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Bancroft address)	CAPSICANA LATIN FLAVOUR logo 2018		30	UK00917868340	02/03/2018	UK00917868340	27/06/2018
United States of America	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Paynes Park address)	CAPSICANA ZING		30	73808590	23/06/1989	73808590	22/05/1990
European Union	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Bancroft address)	Compass device		30	17868333	02/03/2018	17868333	27/06/2018
United Kingdom	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Bancroft address)	Compass device		30	UK00003254318	04/09/2017	UK00003254318	01/12/2017
United Kingdom	Trade Mark	AB World Foods Limited (Capsicana account)	Capsicana Ltd (unrecorded address change from Bancroft address)	Compass device		30	UK00917868333	02/03/2018	UK00917868333	27/06/2018

European Union	Trade Mark	AB World Foods Limited (Capiscana account)	Capiscana Ltd (unrecorded address change from Bancroft address)	South American logo		30	17868345	02/03/2018	17868345	27/06/2018
United Kingdom	Trade Mark	AB World Foods Limited (Capiscana account)	Capiscana Ltd (unrecorded address change from Bancroft address)	South American logo		30	UK00003254325	04/09/2017	UK00003254325	01/12/2017
United Kingdom	Trade Mark	AB World Foods Limited (Capiscana account)	Capiscana Ltd (unrecorded address change from Bancroft address)	South American logo		30	UK00917868345	02/03/2018	UK00917868345	27/06/2018

Signed for and on behalf of  
**Capsicana Limited**

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Director

Signed for and on behalf of  
**AB World Foods Limited**

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Director