

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401086

<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>
GRIGORIUS HOLDINGS, SIA		09/22/2016	Limited Liability Company: LATVIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BORACAY INTERNATIONAL LTD.		
<b>Street Address:</b>	207 Regent Street		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W1B3HH		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86973669	BORACAY	
<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>	2124685491		
<b>Email:</b>	jonathan@ckl.com		
<b>Correspondent Name:</b>	Jonathan Grant Morton		
<b>Address Line 1:</b>	246 West Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10013		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jonathan Grant Morton		
<b>Address Line 1:</b>	246 West Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10013		
<b>NAME OF SUBMITTER:</b>	Jonathan Grant Morton		
<b>SIGNATURE:</b>	/ Jonathan G Morton /		
<b>DATE SIGNED:</b>	10/05/2016		

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**Total Attachments: 2**

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## **THIS ASSIGNMENT**

**BETWEEN GRIGORIUS HOLDINGS, SIA**, a limited liability company formed in Latvia, with address at Juglas iela 31-8, Riga, LATVIA (the **"Assignor"**), and **BORACAY INTERNATIONAL LTD.**, a Private Limited Company formed in United Kingdom, with principal place of business located at 3rd Floor 207 Regent Street, London, United Kingdom (the **"Assignee"**).

### **WHEREAS:**

The Assignor is the proprietor of trademark **"BORACAY"** (Class 25, 38, 41), with US Serial No. 86973669, issued by the United States Patent and Trademark Office.

The Assignor has agreed to assign all right, title and interest in and to the Trade Marks to the Assignee on the terms set out in this document.

### **IT IS AGREED AS FOLLOWS:**

#### **1 Assignment**

For the sum of USD 5,000 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor assigns with full title guarantee to the Assignee absolutely the Trade Marks and all and any rights in and to the Trade Mark including copyright, design right, goodwill and any other common law rights.

#### **2 Proceedings**

This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Mark or for passing off. The Assignor agrees and undertakes to provide to the Assignee (at its request) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Mark and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs actually incurred by it in providing the Assignee with such assistance).

#### **3 Assignor covenants**

The Assignor covenants:

- 3.1 that at the request and cost of the Assignee at any time and from time to time it will execute or procure the execution of such deeds or documents and do or procure the doing of such acts and things as may be necessary or desirable to give effect to this assignment in particular all documents required by the Assignee to effect the recordal or registration of the assignment of the Trade Mark; and
- 3.2 that it renounces any rights which it may have in the Trade Mark.

#### **4 Warranties**

The Assignor warrants that as at the date of this Assignment it has not granted any licence or assigned any rights of any nature in the Trade Mark to any third party.

**5 Counterparts**

This document may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original.

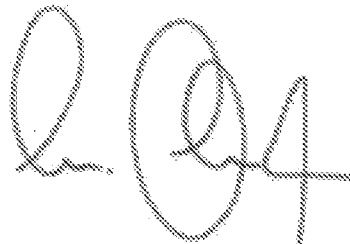
**6 Jurisdiction**

This document shall be governed by and construed in accordance with the laws of the US and the parties submit to the exclusive jurisdiction of the US Courts.

**IN WITNESS** of which the parties to this Assignment have executed and delivered it on the date first written.

Dated on this 22nd day of September 2016.

**EXECUTED** )  
By GRIGORIUS HOLDINGS, SIA )  
A limited liability company )  
with address at Juglas iela 31-8 )  
Riga, LATVIA )  
Acting by: Michael Gleissner )  
Director )



**EXECUTED** )  
by BORACAY INTERNATIONAL LTD. )  
a private limited company )  
with address at 3rd Floor 207 Regent Street )  
London, United Kingdom )  
acting by: Michael Gleissner )  
Sole Member )

