

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570569

<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>
M ET B SARL		02/20/2020	Company: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lothantique SASU		
<b>Street Address:</b>	7 Espace Saint Pierre		
<b>City:</b>	Peyruis		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	04310		
<b>Entity Type:</b>	Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86489333	MILLER ET BERTAUX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124276663		
<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>	3124271300		
<b>Email:</b>	chiustm@ladas.net		
<b>Correspondent Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	224 South Michigan Avenue		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Kevin A. Thompson		
<b>SIGNATURE:</b>	/Kevin A. Thompson/		
<b>DATE SIGNED:</b>	04/06/2020		
<b>Total Attachments: 2</b>			
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CH \$40.00 86489333

TRADEMARK ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is entered into freely by and between M ET B SARL, a company incorporated under the laws of France, with an address is 19-21 rue Chapon – 75003 Paris (France), represented by Mr. Patrick BERTAUX ("Assignor") and LOTHANTIQUE SASU, a company incorporated under the laws of France, whose address is 7 Espace Saint Pierre – 04310 Peyrus (France), represented by Mr. Denis VOGADE, duly authorized ("Assignee").

WHEREAS Assignor is the owner of the actual trademark identified as follows: MILLER ET BERTAUX, registered in the classes of products and services 3 and 4 with the USPTO on December 23<sup>rd</sup>, 2014 under number 86489333 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of € 50,000 (fifty thousand euros), payable upon signature of this Agreement. Assignor acknowledges that this payment has been made.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or

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contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform, at its own cost, any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. Competent Jurisdiction. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of France. In the event of a claim or a dispute, the French courts of Paris (France) shall have exclusive jurisdiction over any action, proceeding and/or litigation between the parties.

Made in Paris, on February 20<sup>th</sup>, 2020 in 2 (two) originals

DocuSigned by:  
*Patrick Bataux*

M ET B SARL

DocuSigned by:  
*Denis Vogade*

LOTHANTIQUE SAS