

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dragon Spirits Limited		09/17/2019	Limited Liability Company: HONG KONG
RECEIVING PARTY DATA			
Name:	HORIZON GROUP (LONDON) LTD		
Street Address:	Soanepoint, 6-8 Market Place		
City:	Reading, Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG1 2EG		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5256759	ROYAL DRAGON SUPERIOR VODKA 5X DISTILLED	
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:	7602341231		
Email:	orders@trademarkraft.com		
Correspondent Name:	Nyall Engfield		
Address Line 1:	16950 Via de Santa Fe Suite 5060-107		
Address Line 4:	Rancho Santa Fe, CALIFORNIA 92067		
NAME OF SUBMITTER:	Nyall Engfield		
SIGNATURE:	/s/		
DATE SIGNED:	12/09/2020		
Total Attachments: 8			
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TUESDAY 17TH SEPTEMBER 2019

DEED OF ASSIGNMENT OF TRADE MARK

DRAGON SPIRITS LIMITED

and

HORIZONS GROUPE (LONDON) LTD

THIS DEED is dated Tuesday 17th September 2019

PARTIES

- (1) **Dragon Spirits Limited** a limited company with company number No. 1496418 incorporated and registered in Hong Kong (**ASSIGNOR**); and
- (2) **Horizon Group (London) Ltd**, formally known as RDV Spirits Ltd, incorporated and registered in England and Wales, company number 08504831 : (**ASSIGNEE**)

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Mark (as defined below).
- (B) The Assignor has agreed to assign the Trade Mark to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

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

- 1.1 **Trade Marks: ROYAL DRAGON VODKA.**
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 This agreement shall be binding on, and ensure 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.

2. ASSIGNMENT

Further to the letter to the Assignee dated 17 September 2019 (hereby attached as **Annex I**) and the consideration as mentioned in the letter, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Mark, worldwide, including:

- (a) all statutory and common law rights attaching to the Trade Mark, together with the goodwill of the business relating to the goods or services in respect of which the Trade Mark is used; and
- (b) 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 the Trade Mark whether occurring before, on or after the date of this agreement.

3. WARRANTIES

The Assignor represents and warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in the Trade Mark;
- (b) it is properly registered as the registered proprietor of the Trade Mark;
- (c) all application, registration, renewal and other fees in respect of the Trade Mark have been paid;
- (d) it has not given any third party permission to use the Trade Mark or otherwise licensed or assigned any of the rights under the Trade Mark;
- (e) the Trade Mark is free from any security interest, option, mortgage, charge or lien;
- (f) it has not acquiesced in the unauthorised use of any Trade Mark;
- (g) The registered Trade Mark is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;
- (h) it is unaware of any infringement or likely infringement of any trade mark;
- (i) no claim has been made by a third party that disputes the right of the Assignor to use the Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;
- (j) so far as it is aware, exploitation of the Trade Mark will not infringe the rights of any third party; and
- (k) all previous assignments of the Trade Mark are valid, including the Deed of Assignment of Background IPR between Michel Morren, Emmanuel Zeev Weitman, Gurung Chandra Kumar, Tamara L. Bond and the Assignor, dated 25 July 2011 attached as Schedule 6 of the Joint Venture Agreement of the same date and annexed here to as **Annex 2**.

4. INDEMNITY

4.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach by the Assignor of the warranties in clause 3 above; or
- (b) the enforcement of this agreement.

4.2 At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

4.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.

5. FURTHER ASSURANCE

- 5.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including registration of the Assignee as registered proprietor of the Trade Mark.
- 5.2 The Assignor shall do the following at the Assignee's discretion, pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:
- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
 - (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Mark);
 - (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee; and
 - (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 5.3 The Assignor shall deliver to the Assignee as soon as practicable all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Mark.

6. 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.

7. ENTIRE AGREEMENT

- 7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

8. VARIATION

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

9. SEVERANCE

9.1 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.

9.2 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.

10. COUNTERPARTS

10.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

11. THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12. NOTICES

12.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to all the addresses specified in Annex 1.

12.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9 a.m. on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by email, to all emails stated on Annex 1 on the next Business Day after transmission.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. GOVERNING LAW

13.1 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 the laws of England and Wales.

14. JURISDICTION

14.1 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

TESTIMONIUM

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

Dragon Spirits Limited acting by

SRINU KODIMYALA
Managing Director

Dragon Spirits Limited acting by

RAMESH SINGH
Director / Operations

R. SRINU


RAMESH SINGH

Executed as a deed by

Horizons Group (London) Ltd

JOANNE BHARWANI
Director

Witness

Signature: 

Names: PRAVINA ASSANI

Address: 7 TABOT ROAD (MARRA)
HA 3 70CE

Occupation: ADMINISTRATOR

J. Bharwani

ANNEX 1: Letter dated 17 September 2019 from the Assignor to the Assignee

ANNEX 2 : Joint Venture Agreement dated 25 July 2011 & Schedule 6 Deed of Assignment of Background IPR

DEED OF ASSIGNMENT / SPECIFIC TERRITORY

BETWEEN

This Deed is dated 17th September 2019

THE ASSIGNOR : DRAGON SPIRITS LTD – (DSL) – Hong Kong. a limited company. No 1496418 incorporated & registered in Hong Kong

and

THE ASSIGNEE : HORIZONS GROUP (LONDON) LTD – (Horizons Group) – United Kingdom. a limited company. No 08504831 incorporated & registered in the United Kingdom

In accordance to the 'Assignor's' mainframe global Deed of Assignment Agreement dated 17th Sept 2019, with the 'Assignee' the Horizons Group, as approved & confirmed by 71.4% of the DSL shareholders vote.

The 'Assignor' transfers & assigns to the 'Assignee' the Global ownership of the RDV trademark for every registered & non registered country, the full legal tittle, entire goodwill, rights to transfer, global selling & distribution rights, free of any infringements, free of any liabilities, all past & future legal rights of the 'Royal Dragon Vodka' trademark in all & any variations of the mark + logo for all territories including the USA rights.

Trademark & Logo ROYAL DRAGON VODKA (RDV)



Specific Territory USA – United States of America
US Trademark ROYAL DRAGON SUPERIOR VODKA 5X DISTILLED
US Serial Number 86617255
Registration Number 5256759
Class 33

This Assignment shall be governed by & construed in accordance with the laws of the United Kingdom & the parties hereby submit to the non-exclusive jurisdiction of the United States of America – USA

The Authorized parties & Witnesses of this Deed of Assignment have entered on the 17th day of Sept 2019

Executed as a Deed by the ASSIGNOR
Dragon Spirits Ltd

SRINU KODIMYALA
Managing Director

K. SRINUL

Executed as a Deed by the ASSIGNEE
Horizons Group (London) Ltd

JOANNE BHARWANI
Director

J. Bharwani

Executed as a Deed by the ASSIGNOR
Dragon Spirits Ltd

RAMESH SINGH
Director / Operations

RAMESH SINGH.

Witness to this Deed / Name

Sign

PRAVINA ASSANI