

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spiritual & Personal Growth Trust		10/28/2020	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Exeter Investments Limited		
Street Address:	3rd Floor Island Business Centre		
Internal Address:	P.O. Box 685		
City:	Ocean Village		
State/Country:	GIBRALTAR		
Postal Code:	GX11 1AA		
Entity Type:	Company: GIBRALTAR		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1824048	MONTAGNE JEUNESSE	
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:	914-941-5668		
Email:	trademark@collenip.com		
Correspondent Name:	Jess M. Collen		
Address Line 1:	80 South Highland Avenue		
Address Line 2:	THE HOLYOKE-MANHATTAN BUILDING		
Address Line 4:	Ossining, NEW YORK 10562		
DOMESTIC REPRESENTATIVE			
Name:	Jess M. Collen		
Address Line 1:	80 South Highland Avenue		
Address Line 2:	THE HOLYOKE-MANHATTAN BUILDING		
Address Line 4:	Ossining, NEW YORK 10562		
NAME OF SUBMITTER:	Jess Collen		
SIGNATURE:	/Jess Collen/		

OP \$40.00 1824048

DATE SIGNED:	12/30/2020
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Total Attachments: 6

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THIS AGREEMENT is dated 28 October 2020

PARTIES

- (1) **Spiritual and Personal Growth Trust** a trust incorporated in Gibraltar whose registered office is at Suite 1, Second Floor, International House, 16 Bell Lane, Gibraltar (**Assignor**); and
- (2) **Exeter Investments Limited** a company incorporated in Gibraltar under company number 105755 whose registered office is at 3rd Floor, Island Business Centre, Ocean Village, PO. Box 685, Gibraltar GX11 1AA (**Assignee**);

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

BACKGROUND

- A The Assignor is the registered owner of certain trade marks.
- B The Assignor agrees to assign its rights in those marks to the Assignee and the Assignee agrees to accept the assignment in accordance with the terms of this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement:

- | | |
|------------------------------|---|
| Intellectual Property Rights | means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case: <ol style="list-style-type: none">(a) whether registered or not;(b) including any applications to protect or register such rights;(c) including all renewals and extensions of such rights or applications;(d) whether vested, contingent or future; and(e) wherever existing |
|------------------------------|---|

Trade Marks means the registered and unregistered trade marks, including applications to register trade marks, as set out in the schedule together with all copyright and design rights associated with them.

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 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;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 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;
- 1.2.7 the table of contents, background section and any clause, Schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement.

2 Assignment

- 2.1 In consideration of the sum of £1 paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor) (the **Consideration**), effective on and from the date of signature of this Agreement, the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Trade Marks, together with:
 - 2.1.1 all goodwill associated with such Trade Marks; and
 - 2.1.2 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

- 3.1 The Assignor agrees (at the Assignee's request and expense) to use reasonable endeavours to execute such documents and perform such acts as may reasonably be required by the Assignee to give effect to the assignment at clause 2.1.
- 3.2 The Assignee agrees that it shall have the sole responsibility to record the change of ownership of the Trade Marks with all relevant registries and shall do so as soon as reasonably practicable following the execution of this Agreement.

4 Warranties

4.1 The Assignor warrants and represents that:

4.1.1 the Assignor has the right, power and authority to enter into this Agreement and to assign to the Assignee the rights contemplated in this Agreement;

4.1.2 the Assignor is the sole registered proprietor of the registered Trade Marks;

4.1.3 the Assignor has not by act or omission caused or permitted, and is not aware of, anything which might jeopardise the registration or enforceability or application for registration of the Trade Marks;

4.1.4 the Assignor has not, nor has any third party charged, assigned by way of security (or granted any security interest, option, mortgage or charge) or granted any licence or permission to use any Trade Marks.

5 Entire agreement

5.1 The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

6 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

7 Severance

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

8 Survival

Provisions which by their terms or intent are to survive termination of this Agreement shall do so.

9 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

10 Third party rights

No one other than a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of its provisions.

11 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, 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.

12 Jurisdiction

The parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).

13 Counterparts

This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

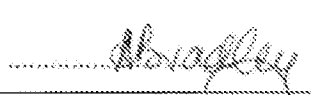
THE SCHEDULE
TRADE MARKS

The Trade Marks comprise the following:

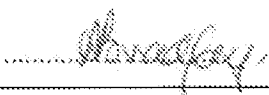
1 Registered Trade Marks

Description of mark	Registration number and date of registration	Territory in which registration is effective	List of goods and services (including claim number)
MONTAGNE JEUNESSE	1824048 March 1, 1994	The USA	IC 003, US 051 052. G & S: toilet preparations and cosmetics; namely, bath oil, foam bath, shower gel, bath crystals, bath milk, bath powder; lip gloss, lip balm, night cream, moisturizing cream, moisturizing gel, hand cream, hand lotion, body lotion, eye gel; astringents, skin toners, face masks, face lotion, face scrub, eye make-up remover, cleansing milk; body oil, massage oil; skin soap, skin cleansing bars; hair conditioner, hair gel, hair shampoo.

AGREED by the parties on the date set out at the head of this Agreement.

Signed by Andrea Bradley, the authorised signatory	
for and on behalf of	Authorised signatory
Spiritual and Personal Growth Trust	

and

Signed by Andrea Bradley, the authorised signatory	
for and on behalf of	The Authorised signatory
Exeter Investments Limited	