

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cirrus Inns Holdings Limited		01/04/2022	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Epicurean Club Limited		
Street Address:	One St. Peter's Square		
City:	Manchester		
State/Country:	UNITED KINGDOM		
Postal Code:	M2 3DE		
Entity Type:	Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5176923	EPICUREAN TIMES	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3142595816		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Katie Krutzsch		
Address Line 1:	P.O. Box 1302		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	70026160-000006		
NAME OF SUBMITTER:	Katie Krutzsch		
SIGNATURE:	/katie krutzsch/		
DATE SIGNED:	07/12/2022		
Total Attachments: 7			
source=TM Assignment - Cirrus Inns Holdings Limited v Epicurean Club Limited#page1.tif			
source=TM Assignment - Cirrus Inns Holdings Limited v Epicurean Club Limited#page2.tif			
source=TM Assignment - Cirrus Inns Holdings Limited v Epicurean Club Limited#page3.tif			
source=TM Assignment - Cirrus Inns Holdings Limited v Epicurean Club Limited#page4.tif			

OP \$40.00 5176923

source=TM Assignment - Cirrus Inns Holdings Limited v Epicurean Club Limited#page5.tif

source=TM Assignment - Cirrus Inns Holdings Limited v Epicurean Club Limited#page6.tif

source=TM Assignment - Cirrus Inns Holdings Limited v Epicurean Club Limited#page7.tif

Dated 4 January 2022

CIRRUS INNS HOLDINGS LIMITED	(1)
EPICUREAN CLUB LIMITED	(2)

**ASSIGNMENT OF REGISTERED
TRADE MARKS**

Contents

	Clause	Page
1	Definitions and Interpretation	1
2	Assignment	1
3	Further Assurance.....	2
4	General	2

Between

- (1) **CIRRUS INNS HOLDINGS LIMITED** (Company No. 07680490), a company organised and existing under the laws of England and Wales, whose office is Studios C&D, 209 St. John's Hill, London, SW11 1TH, United Kingdom (**Assignor**); and
- (2) **EPICUREAN CLUB LIMITED** (Company No. 09764412), a company organised and existing under the laws of England and Wales, whose registered office is c/o Addleshaw Goddard, Corporate Services, One St Peter's Square, Manchester, M2 3DE, United Kingdom (**Assignee**).

Whereas

- (A) The Assignor is the sole proprietor and beneficial owner of the Trade Marks.
- (B) The Assignor has agreed to assign to the Assignee all right, title and interest in and to the Trade Marks upon the terms of this Assignment.

It is agreed

1 Definitions and Interpretation

1.1 In this Assignment, unless the context otherwise requires:

Encumbrance means any claim, mortgage, option, lien, pledge, charge, encumbrance, hypothecation, trust, right of pre-emption, right of first refusal or third party right or security interest of any kind however created or arising (or any agreement or arrangement to create any of them)

Trade Marks means the registered trade marks short particulars of which are set out in the attached schedule.

1.2 The attached schedule forms part of this Assignment and references to this Assignment include the schedule.

1.3 References in this Assignment to recitals, clauses and schedules are to recitals and clauses of, and schedules to, this Assignment.

1.4 In this Assignment, a reference to a party shall include that party's personal representatives, successors and permitted assigns.

1.5 In this Assignment, unless the context otherwise requires, words importing a gender include every gender, references to the singular include the plural and vice versa and words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa.

1.6 Headings in this Assignment shall not affect the interpretation of this Assignment.

2 Assignment

2.1 In consideration of the Assignee agreeing to pay to the Assignor the sum of £1 (One Pound Sterling) (the sufficiency and receipt of which the Assignor hereby acknowledges), the Assignor

hereby assigns to the Assignee absolutely with full title guarantee and free from all Encumbrances, all of the following:

- (a) all right, title and interest in and to the Trade Marks and all rights, powers and privileges conferred on its proprietor;
- (b) the right to apply for and obtain registered protection throughout the world with respect to the Trade Marks together with the right to claim priority from any applications with the intent that such protection shall be in the name of and shall vest in the Assignee absolutely;
- (c) all rights including statutory and common law rights attaching to the Trade Marks together with the goodwill of the business relating to the goods in respect of which the Trade Marks are registered or used; and
- (d) 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 Marks whether occurring before, on or after the date of this Assignment.

3 Further Assurance

- 3.1 In the event that the validity or ownership of the Trade Marks is challenged on any point upon which the Assignor has advice or has or can reasonably procure information which may assist in meeting and defeating or reducing the effect of such a challenge the Assignor agrees and/or undertakes to supply such advice and/or to supply or procure the supply of such information without unreasonable delay but subject to the right to charge the Assignee reasonable out of pocket expenses incurred in pursuance of this provision.
- 3.2 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 be required for the purposes of giving full effect to this Assignment, including registration of the Assignee as applicant or registered proprietor of the Trade Marks.

4 General

- 4.1 **Variation:** Variation of this Assignment shall not be effective unless it is in writing and is signed by or on behalf of each of the parties.
- 4.2 **Waiver:** Delay in exercising, or failure to exercise, any right or remedy in connection with this Assignment shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Assignment in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Assignment shall, in any event, be effective unless it is in writing.
- 4.3 **Severability:** The parties intend each provision of this Assignment to be severable and distinct from the others. If a provision of this Assignment is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Assignment shall not be affected.
- 4.4 **Counterparts:** This Assignment 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.

- 4.5 **Law:** This Assignment 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 law of England and Wales.
- 4.6 **Jurisdiction:** Each party irrevocably submits to the non-exclusive jurisdiction of the English Courts in relation to all matters (including non-contractual matters) arising out of or in connection with this Assignment.

Signed by the parties or their duly authorised representatives on the date of this Assignment.

The Schedule

Trade Marks

Country	Trade Mark	Registration Number	Classes	Filing Date
European Union Trade Mark	EPIPUREAN TIMES	014059951	41	14-May-2015
United Kingdom	EPIPUREAN TIMES	3095427	41	20-Feb-2015
United Kingdom	EPIPUREAN TIMES	914059951	41	14-May-2015
United Kingdom	EPIPUREAN COLLECTION	3123460	43	21-Aug-2015
United Kingdom	THE EPIPUREAN CLUB	3201001	41 & 43	07-Dec-2016
United Kingdom	EPIPUREAN EXPERIENCES	3304073	35, 36, 39, 41, 43, 44 & 45	16-Apr-2018
United Kingdom	THE EPIPUREAN CLUB	3304096	35, 36, 39, 44 & 45	16-Apr-2018
United Kingdom	EPIPUREAN CROWNS	3304104	35 & 36	16-Apr-2018
United Kingdom	THE EPIPUREAN COLLECTION	3321371	29, 30 & 31	29-Jun-2018
United States of America	EPIPUREAN TIMES	5176923	41 & 43	17-Feb-2015

Signed by
duly authorised for and on behalf of
CIRRUS INNS HOLDINGS LIMITED

)
)
)



A handwritten signature in black ink, appearing to read 'Kendall', written over a horizontal dotted line.

Signed by
duly authorised for and on behalf of
EPICUREAN CLUB LIMITED

)
)
)



A handwritten signature in black ink, appearing to read 'Kendall', written over a horizontal dotted line.