

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RDPR LIMITED		11/24/2015	Company: ENGLAND
RECEIVING PARTY DATA			
Name:	ROJA PARFUMS HOLDINGS LIMITED		
Street Address:	41 New England Street, New England Quarter		
City:	Brighton		
State/Country:	ENGLAND		
Postal Code:	BN1 4GQ		
Entity Type:	Company: ENGLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4463022	DANGER	
Registration Number:	3712066	FERVOR	
Registration Number:	4422289	RECKLESS	
Registration Number:	4388454	ROJA	
Registration Number:	4466783	ROJA DOVE	
Registration Number:	4455383	UNSPOKEN	
CORRESPONDENCE DATA			
Fax Number:	2129833115		
<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:	212 935 3000		
Email:	cbaker@mintz.com		
Correspondent Name:	Christine M. Baker		
Address Line 1:	666 Third Avenue, 24th Floor		
Address Line 4:	New York, NEW YORK 10017		
DOMESTIC REPRESENTATIVE			
Name:	Christine M. Baker		
Address Line 1:	666 Third Avenue, 24th Floor		
Address Line 2:	Mintz Levin Cohn Ferris Glovsky & Popeo		

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Address Line 4: New York, NEW YORK 10017	
NAME OF SUBMITTER:	Christine M. Baker
SIGNATURE:	/cmbaker/
DATE SIGNED:	06/10/2016
Total Attachments: 9 source=rdprassignment#page1.tif source=rdprassignment#page2.tif source=rdprassignment#page3.tif source=rdprassignment#page4.tif source=rdprassignment#page5.tif source=rdprassignment#page6.tif source=rdprassignment#page7.tif source=rdprassignment#page8.tif source=rdprassignment#page9.tif	

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

Parties: (1) RDPR LIMITED
(2) ROJA PARFUMS HOLDINGS LIMITED

24/11 2015

THIS DEED is dated 24/11/ 2015 (this "agreement").

PARTIES

- (1) RDPR LIMITED incorporated and registered in England and Wales with company number 04615881 whose registered office is at 41 New England Street, New England Quarter, Brighton BN1 4GQ (**RDPR**).
- (2) ROJA PARFUMS HOLDINGS LIMITED incorporated and registered in England and Wales with company number 07881919 whose registered office is at 41 New England Street, New England Quarter, Brighton BN1 4GQ (**RPL**).

BACKGROUND

- (A) RDPR owns the Roja Parfums IPR and the Goodwill (as defined below).
- (B) RPL has paid all registration and renewal fees in respect of the Registrations.
- (C) RPL has exploited the Roja Parfums IPR in relation to the Roja Parfums Business.
- (D) The parties have expressly agreed that the Roja Parfums IPR should be transferred to and owned by RPL to enable RPL to continue to develop the Roja Parfums Business.
- (E) RDPR has agreed to assign to RPL the Roja Parfums IPR 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 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Goodwill: all such goodwill as RDPR owns in connection with the Roja Parfums IPR and the Roja Parfums Business.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered

and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials: any designs, business or trade names (in each case whether registerable or not), copyrights and neighbouring rights, notes, documents and other recorded information, know-how, specifications, data, processes, methods, techniques or materials relating to the Products or the Roja Parfums Business in RDPR's possession or control.

Products: the perfume products produced and marketed as part of the Roja Parfums Business.

Registered Designs: the registered designs short particulars of which are set out in Schedule 1.

Registrations: the registrations listed in Schedule 1 and Schedule 2.

Roja Parfums Business: manufacture and sale of high quality perfume products and other luxury items.

Roja Parfums IPR: the Trade Marks and Registered Designs and all the Intellectual Property Rights embodied in the Materials.

Trade Marks: the registered trade marks short particulars of which are set out in Schedule 2.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 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.

- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 Any words following the terms **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Where any statement is qualified by reference to RDPR's awareness, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry by RDPR.

2. ASSIGNMENT

2.1 In consideration of the sum of £1.00 (receipt of which RDPR expressly acknowledges), RDPR hereby assigns to RPL absolutely with full title guarantee all its right, title and interest in and to the Roja Parfums IPR and Goodwill, including:

- (a) all statutory and common law rights attaching to the Trade Marks and the right to extend to or register in or in respect of any country or territory in the world each and any of the Trade Marks;
- (b) the Registered Designs and the right to extend to or register in or in respect of any country or territory in the world each and any of the Registered Designs; and
- (c) the right to bring, make, oppose, defend or appeal proceedings, claims or actions and to obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Roja Parfums IPR whether occurring before, on, or after the date of this agreement,

including any renewals, reversions, extensions or revivals, and together with all related rights and powers arising or accrued.

3. VAT

All payments made by RPL under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by RDPR, RPL shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that RDPR shall have delivered a valid VAT invoice in respect of such VAT to RPL.

4. WARRANTIES

RDPR warrants that as of the date of this agreement:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Roja Parfums IPR;
- (b) the Roja Parfums IPR are free from any security interest, option, mortgage, charge, lien or other form of encumbrance;
- (c) it has not given any third party permission to use any Roja Parfums IPR;
- (d) it is unaware of any infringement or likely infringement of any of the Roja Parfums IPR;
- (e) there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Roja Parfums IPR;
- (f) no Registration is likely to be subject to amendment, challenge to validity, removal or surrender; and
- (g) other than the Roja Parfums IPR, there are no other Intellectual Property Rights owned or licensed by RDPR which relate to the Roja Parfums Business.

5. FURTHER ASSURANCE

5.1 RDPR shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents, provide RPL with all information and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- (a) executing the short-form assignment set out in Schedule 3;
- (b) registration of RPL as proprietor of the Registrations; and
- (c) assisting RPL in obtaining, defending and enforcing the Roja Parfums IPR, and assisting with any other proceedings which may be brought by RPL against, or brought against RPL by, any third party relating to the Roja Parfums IPR (including, if requested by

RPL, bringing proceedings in RDPR's own name or lending RDPR's name to any proceedings brought by RPL).

- 5.2 RDPR shall do the following at RPL's cost and direction, pending formal registration or recordal of the assignment of the Registrations to RPL:
- (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 registry or authority with competence for the Registrations;
 - (c) ensure that copies of all correspondence pertaining to the Registrations that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to RPL.

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 or negligent misstatement 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 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) e-mail (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.
- 10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11. 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 terms.

12. NOTICES

- 12.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or be sent by email to an email address specified by the receiving party.

- 12.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, 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 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at 9.00 am 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

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 law of England and Wales.

14. JURISDICTION

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

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

UK	NONCHALANCE	0000868424 (0000868424)	24/08/1964 (24/08/1964)	03	Granted/Registered
UK	RECKLESS	2545823 (2545823)	26/04/2010 (15/10/2010)	03	Granted/Registered
UK	RISQUE	2564001 (2564001)	11/11/2010 (01/07/2011)	03, 04	Granted/Registered
UK	ROJA DOVE	2384901 (2384901)	18/02/2005 (12/02/2010)	03, 42	Granted/Registered
USA	DANGER	85/244637 (4,463,022)	17/02/2011 (07/01/2014)	03	Granted/Registered
USA	FERVOR	77744448 (3712066)	26/05/2009 (17/11/2009)	03	Granted/Registered
USA	RECKLESS	85/244643 (4,422,289)	17/02/2011 (22/10/2013)	03	Granted/Registered
USA	ROJA	85/074232 (4,388,454)	29/06/2010 (20/08/2013)	03	Granted/Registered
USA	ROJA DOVE	85/244664 (4,466,783)	17/02/2011 (14/01/2014)	03	Granted/Registered
USA	UNSPOKEN	85/269284 (4,455,383)	17/03/2011 (24/12/2013)	03	Granted/Registered

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