

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grace Hotels (UK) Limited		02/02/2021	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Les Bains Holdings Limited		
Street Address:	4th Floor flat/office 408		
City:	Limassol		
State/Country:	CYPRUS		
Postal Code:	3035		
Entity Type:	Company: CYPRUS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4836992	GRACE	
Registration Number:	4846252	GRACE HOTELS	
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:	17408172381		
Email:	JeffMFurr@FurrLawFirm.com		
Correspondent Name:	Jeffrey M. Furr		
Address Line 1:	2622 Debolt Road		
Address Line 4:	Utica, OHIO 43080		
NAME OF SUBMITTER:	Jeffrey M. Furr		
SIGNATURE:	/jmf/		
DATE SIGNED:	05/04/2021		
Total Attachments: 13			
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TRADEMARKS ASSIGNMENT

dated

02 FEBRUARY 2021

by

GRACE HOTELS (UK) LIMITED
Assignor

and

LES BAINS HOLDINGS LIMITED
Assignee

**Baker
McKenzie.**

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com

TRADEMARK
REEL: 007278 FRAME: 0886

Trademarks Assignment

This Agreement is dated February 02, 2021

Between

Grace Hotels (UK) Limited, a company incorporated under the laws of England, with registered number 08290291 ("Assignor"), whose registered office is at 13-14 Hobart Place, London, SW1W 0HH; and

Les Bains Holdings Limited, a company incorporated under the laws of Cyprus ("Assignee"), having offices at 28 Oktovriou, Lophitis Business Centre II, 4th Floor, flat/office 408, 3035 Limassol, Cyprus.

Recitals

- A. The Assignor is the proprietor of the registered trademarks and the applicant of certain trade mark applications listed in Schedule 1 to this Agreement (the "Trademarks").
- B. The Assignor is the proprietor of the domain name listed in Schedule 2 to this Agreement (the "Domain Name").
- C. The Assignor has agreed to assign the Trademarks and the Domain Name to the Assignee in accordance with the terms of this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement the following words and expressions have the following meanings:

"Effective Date" means February 02, 2021

"Trademarks" has the meaning given to it in Recital A;

"Domain Name" has the meaning given to it in Recital B'

"VAT" means value added tax.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) clause headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. Assignment

- 2.1 In consideration of the sum of two hundred and ten thousand Swiss Francs (CHF 210,000), the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Assignee with effect from the Effective Date all of its right, title and interest in and to the Trademarks and the Domain Name, and any common law rights and all the goodwill attaching

to the Trademarks and the Domain Name, together with the right to sue in respect of every act of infringement of the Trademarks and Domain Name whether occurring before or after the Effective Date.

2.2 The Assignor warrants that it holds the unencumbered titles to the Trademarks and the Domain Name.

3. Further Assurance

3.1 The Assignor agrees at the request and cost (proven expense only) of the Assignee, that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement.

3.2 The Assignor warrants to the best of its knowledge that no oppositions, cancellation applications and actions are pending against the Trademarks and that the Assignor is also not aware of any threat of such applications and actions.

3.3 The Assignee undertakes that it will not object to, dispute, or initiate, bring or support any claims in relation to the continued use of the respective trademark by the Assignor (or any affiliated entities or successors) in relation to the operation of the resort facility in Santorini, Greece (*Grace Hotel Santorini, Greece*) and for as long as such resort remains in operation. The Assignor undertakes that, if required and if requested by the Assignee, it will assist the Assignee with providing proof of factual prior use of the respective trademark. It is understood that the grant of the respective trademark is provided to be used only in relation to the resort facility in Santorini, Greece (*Grace Hotel Santorini, Greece*) and for as long as this facility is in operation. The grant can be transferred by the Assignor only in relation to and/or to the owner of the facility in Santorini Greece (*Grace Hotel Santorini, Greece*) and provided that it will notify the Assignee regarding such transfer and the transferee shall be bound by the terms of this Agreement. It is understood that such grant exclusively applies to the case of the resort facility in Santorini, Greece (*Grace Hotel Santorini, Greece*), and no other such grant is in place.

3.4 Parties acknowledge and agree that the Trademarks specified in Schedule 3 hereof, are not assigned pursuant to the terms of this Agreement (hereinafter "Excluded TMs"), and the Assignor (or any affiliated entities or successors) shall remain the registered owner of the Excluded TMs. Assignor (or any affiliated entities or successors) shall use the Excluded TMs only in relation to the operation of the resort facility in Mykonos, Greece (*Grace Hotel Mykonos, Greece*) and in relation to the F&B operations (the integrated hotel-restaurant *Santoro by Grace* in Santorini, Greece) of the resort facility in Santorini, Greece (*Grace Hotel Santorini, Greece*), for as long as such resorts remain in operation and shall not use the Excluded TMs to raise any objections and/or take any actions against the Trademarks. The Assignee undertakes that it will not object to, dispute, or initiate, bring or support any claims against the Excluded TMs.

3.5 The Assignor undertakes not to take any action against any other trademark rights of the Assignee which are formed in whole or in part from the Trademarks.

3.6 The Assignor undertakes not to apply for registration as trademarks of identical signs or signs which may be confused with the transferred Trademarks, or to use identical or confusable signs in the course of trade, unless such use or registration has been expressly permitted under the terms of this Agreement or by the Assignee.

3.7 The Assignor undertakes to hand over all documents in its possession relating to the Trademarks, in particular correspondence with the respective trademark offices, all documents relating to disputes in connection with the Trademarks, as well as documents from which the extent of use

of the Trademarks can be inferred and to provide full information at any time on the nature and extent of the use of the Trademarks.

4. VAT

- 4.1 If Assignor might be required to apply VAT-taxation in respect of any supply made pursuant to this Agreement, the Assignee shall pay to the Assignor the amount of VAT at the applicable rate in addition to the amount specified at 2.1, following the receipt of a VAT invoice.

5. Entire Agreement

- 5.1 This Agreement constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.
- 5.2 Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.
- 5.3 Nothing in this clause 5 shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

6. Governing Law

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

7. General

- 7.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.
- 7.2 Each party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.
- 7.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement may enforce any provision of it.

EXECUTED by the parties:

Signed for and on behalf of Grace Hotels (UK) Limited:

Signature: Neil Mortimer

Name:

Title:

Date:

Signed for and on behalf of Les Bains Holdings Limited:


Signature: [Signature]

Name: Olea Asanti

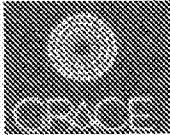
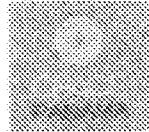
Title: Director

Date: 01.02.2021

Schedule 1

Country	Mark	Reg. Nu.	Reg. Date	Appl. Serial No.	Appl. Date
Barbados	 GRACE			81/36980	21-Jun-18
Barbados	Grace Hotels and Device			81/36981	21-Jun-18
Bermuda	  GRACE Hotels			55706	7-Jul-16
Brazil	 GRACE plus logo	840745290	16-Aug-16	840745290	19-Dec-13
China	 (Device Only)	14149339	28-Jul-15	14149339	11-Mar-14
China	GRACE GRACE	13245972	7-Feb-15	13245972	16-Sep-13
China	GRACE GRACE	9381482	28-Dec-13	9381482	24-Apr-11 (25-Apr-11)

Country	Mark	Reg. No.	Reg. Date	Appl. Serial No.	Appl. Date	
EUTM	 GRACE	10344703	21-Mar-12	10344703	17-Oct-11	
EUTM	GRACE HOTEL	005508445	21-Sep-07	5508445	30-Nov-06	
EUTM	Grace Hotels & Resorts	017613662	30-Mar-18	017613662	18-Dec-17	
Greece	 363 and Design	N237450	17-Jan-17	N237450	10-May-16	
Greece	 363 ABOVE and Design	N237451	17-Jan-17	N237451	10-May-16	
Greece	 GRACE HOTELS	F155266	19-Nov-12	F155266	10-Nov-11	
Greece	GRACE HOTELS	D187505	18-Dec-07	D187505	6-Oct-06	
Israel	GRACE	304961	1-Apr-19	304961	1-May-18	

Country	Mark	Reg. No.	Reg. Date	Appl. Serial No.	Appl. Date
Israel	 GRACE & Device	304959	1-Apr-19	304959	1-May-18
Israel	 GRACE in Hebrew	304960	1-Apr-19	304960	1-May-18
Morocco	 Device			143763	24-Mar-12 (27-Mar-12)
Morocco	 GRACE	143762	26-Mar-12	143762	26-Mar-12
Panama	 Grace Panama and Design	198447	18-Mar-11	198447-01	18-Mar-11
Panama	 Grace Panama and Design	198298	15-Mar-11	198298-01	15-Mar-11
Panama	 Grace Panama and Design	198448	18-Mar-11	198448-01	18-Mar-11

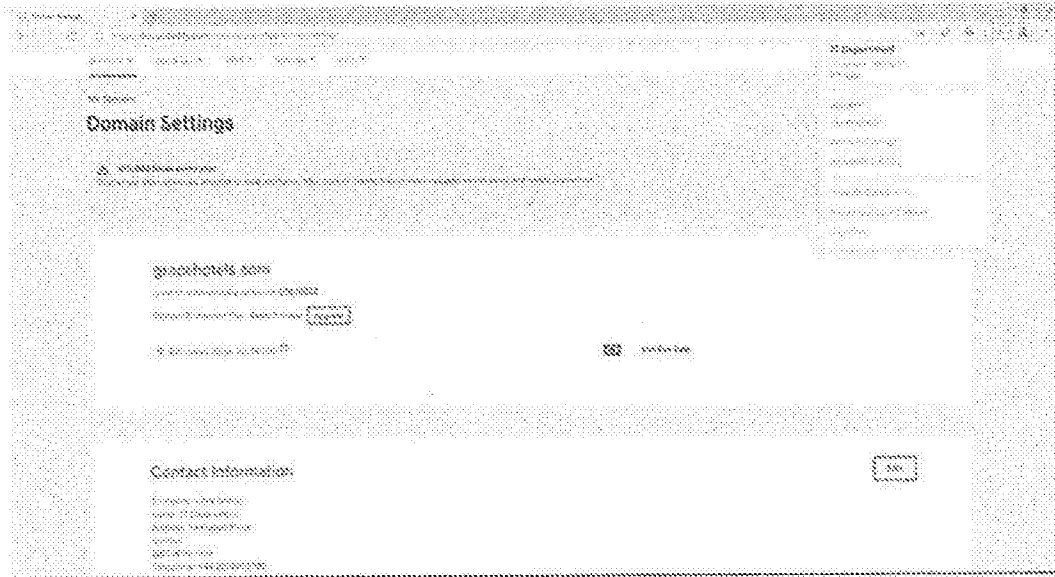
Country	Mark	Reg. No.	Reg. Date	Appl. Serial No.	Appl. Date
Panama	 Grace Panama and Design	198449	18-Mar-11	198449-01	18-Mar-11
Thailand	 GRACE HOTELS	171123775	1-Aug-17	1011810	30-Oct-15
Thailand	 GRACE HOTELS	171123721	1-Aug-17	1011811	30-Oct-15
Thailand	 GRACE HOTELS in Thai Characters and Logo	171121190	5-Jul-17	1012127	3-Nov-15
Thailand	 GRACE HOTELS in Thai Characters and Logo	171121188	5-Jul-17	1012128	3-Nov-15

Country	Mark	Reg. No.	Reg. Date	Appl. Serial No.	Appl. Date	
Thailand	 GRACE Koh Samui plus logo	181104986	28-Feb-18	1049558	30-Jun-16	
Thailand	 GRACE Koh Samui plus logo	181105331	6-Mar-18	1049557	30-Jun-16	
Thailand	 GRACE plus logo	181100375	5-Jan-18	1049555	30-Jun-16	
Thailand	 GRACE plus logo	181100376	5-Jan-18	1049556	30-Jun-16	
United Kingdom	GRACE	3243843	2-Nov-18	3243843	14-Jul-17	
United Kingdom	 Grace Hotels and Device	3243848	2-Feb-18	3243848	14-Jul-17	
United Kingdom	GRACE HOTELS AND RESORTS	3265996	2-Mar-18	3265996	25-Oct-17	
United States of America	 GRACE	4836992	20-Oct-15	85447730	14-Oct-11	

Country	Mark	Reg. No.	Reg. Date	Appl. Serial No.	Appl. Date
United States of America	GRACE GRACE	4581542	5-Aug-14	85981660	14-Oct-11
United States of America	 GRACE HOTELS	3931488	15-Mar-11	77566732	10-Sep-08
United States of America	GRACE HOTELS GRACE HOTELS	4846252	3-Nov-15	85447763	14-Oct-11
Uruguay	 Grace Hotels and Device	399323	17-Jan-12	399323	22-Jan-09
Uruguay	 Grace Hotels and Device	399324	6-May-11	399324	22-Jan-09
Uruguay	 GRACE HOTELS Logo	399325	13-Feb-12	399325	22-Jan-09
Uruguay	 GRACE HOTELS Logo	399326	6-May-11	399326	22-Jan-09

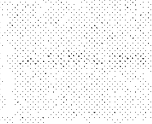
Schedule 2

www.gracedomains.com



Username: gracedomains@libra.com
Password: Lar1b30JK.ds29!

Schedule 3

Country	Mark	Reg. No.	Reg. Date	Appl. Serial No.	Appl. Date
EUTM	MYKONOS GRACE	5508452	21-Sep-07	5508452	20-Nov-06
Greece	MYKONOS GRACE	D187506	19-Feb-08	D187506	6-Oct-06
Greece	 SANTORO BY GRACE	N237453	17-Jun-17	N237453	10-May-16