TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM822497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Euro Garages Limited		05/25/2023	Private Limited Company: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	EG Finco Limited
Street Address:	Haslingden Road
Internal Address:	Waterside Head Office
City:	Guide, Blackburn, Lancashire
State/Country:	UNITED KINGDOM
Postal Code:	BB1 2FA
Entity Type:	Private Limited Company: ENGLAND AND WALES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6852680	EG
Registration Number:	5837607	EG

CORRESPONDENCE DATA

Fax Number: 2025599163

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.

Phone: 202-631-2021

Email: valerie.purdy-pyeron@rieblinglaw.com

Valerie Purdy-Pyeron, Paralegal **Correspondent Name:** 1717 Pennsylvania Avenue, N.W. Address Line 1:

Address Line 2: **Suite 1025**

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 330499-00108 EG B & W

DOMESTIC REPRESENTATIVE

Peter J. Riebling - RIEBLING IP, PLLC Name:

Address Line 1: 1717 Pennsylvania Avenue, N.W.

Address Line 2: **Suite 1025**

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Valerie Purdy-Pyeron, Paralegal	
SIGNATURE:	/valerie purdy-pyeron/	
DATE SIGNED:	07/06/2023	
Total Attachments: 17		
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Dated 25 May 2023

EURO GARAGES LIMITED

and

EG FINCO LIMITED

INTRA-GROUP IP DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on 25 May 2023 (the "Assignment") BETWEEN:

- (1) **EURO GARAGES LIMITED**, a private limited company incorporated in England and Wales with company number 04246195 and whose registered office is at Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA (the "**Assignor**"); and
- (2) EG FINCO LIMITED, a private limited company incorporated in England and Wales with company number 09826778 and whose registered office is at Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA (the "Assignee"),

(each a "Party" and together the "Parties").

WHEREAS:

(A) The Assignor desires to assign the Transferring IP (as defined below) to the Assignee on the terms set out herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS, INTERPRETATION AND EFFECTIVE DATE

1.1 In this Deed:

"Domain Names" means the domain names listed in the Schedule:

"Effective Date" means the date of this Assignment;

"Trade Marks" means those trade marks, service marks, corporate and trade names, and logos, whether registered or unregistered (and including all registrations or applications in respect of the same) as listed in the Schedule; and

"Transferring IP" has the meaning given in Clause 2.

- 1.2 Unless stated otherwise, references to clauses are to clauses of this Deed.
- 1.3 References to any Party shall include that Party's successors and permitted assigns.
- 1.4 Words importing the singular include the plural and vice versa.
- 1.5 A reference to "**pounds sterling**" "£" is a reference to the lawful currency of the United Kingdom.
- 1.6 Any words following the terms "including", "include" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 This Assignment shall become effective on and from the Effective Date.

2. ASSIGNMENT

In consideration of the sum of one pound sterling (£1.00), of which the Assignor acknowledges receipt, the Assignor hereby assigns to the Assignee all of its rights, title, property, and interests in the Trade Marks and Domain Names, together with all rights, privileges, and goodwill solely to the extent subsisting in and relating to the Trade Marks or Domain Names, including, without limitation, the right to bring, oppose, defend or appeal proceedings and recover damages and obtain all other remedies in respect of any infringement or any other cause of action arising from

ownership, of any of the aforementioned intellectual property whether before, on or after the Effective Date (the "Transferring IP").

3. NO REPRESENTATIONS OR WARRANTIES

- 3.1 Nothing in this Assignment shall be, or shall be deemed to be, a representation or warranty by the Assignor as to the existence, ownership, validity, enforceability or value of the Transferring IP.
- 3.2 All warranties implied by law (whether by statute or common law or through trade custom or practice or otherwise) are hereby excluded from this Assignment to the maximum extent permitted by law.

4. FURTHER ASSURANCE AND COSTS

- 4.1 The Assignor shall, at the written request of the Assignee and at the cost of the Assignee, execute and deliver all such documents and perform such acts as may be reasonably necessary to give full effect to this Assignment, including registration of the Assignee as applicant for, or proprietor of, the relevant Transferring IP.
- 4.2 All third party costs and expenses incurred by either Party relating to the assignment of the Transferring IP (including any cost of recordals) shall be for the account of the Assignee and the Assignee shall upon written request from the Assignor reimburse the Assignor in respect of any such costs it incurs as soon as reasonably practicable. Any such request for reimbursement must be made to the Assignee within 30 days of such costs being incurred by the Assignor.
- 4.3 The Assignor shall, at the request and cost of the Assignee, provide commercially reasonable assistance to the Assignee with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Transferring IP.

5. INVALIDITY

If any provision of this Assignment shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Assignment in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Assignment in any other jurisdiction shall not be affected.

6. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Assignment 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 Assignment and the documents referred to or incorporated in it constitute the entire agreement between the Parties relating to the subject matter of this Assignment and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the Parties in relation to the subject matter of this Assignment.
- 7.2 Nothing contained in this Assignment or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

8. COUNTERPARTS

- 8.1 This Assignment may be executed in any number of counterparts, and by the Assignor and Assignee on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.
- 8.2 Each counterpart shall constitute an original of this Assignment, but the counterparts shall together constitute one and the same instrument.

9. THIRD PARTY RIGHTS

The Parties do not intend that any term of this Assignment should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

10. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Assignment, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

11. JURISDICTION

- 11.1 The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Assignment. Any proceeding, suit or action arising out of or in connection with this Assignment or the negotiation, existence, validity or enforceability of this Assignment shall be brought only in the courts of England.
- 11.2 Each Party irrevocably submits and agrees to submit to the jurisdiction of the courts of England.

[Signature Pages Follows]

4

IN WITNESS WHEREOF, this Deed has been duly executed and delivered on the date stated at the beginning of it.

EXECUTED AS A DEED by **EG FINCO LIMITED** acting by:

Mohsin Issa Director

in the presence of:

Signature of Witness

Name of Witness

Address of Witness
Charles ASISTENT

Occupation of Witness

[Signature Page - IP Assignment Deed - EGL to EG Finco]

EXECUTED AS A DEED by EURO GARAGES LIMITED acting by:

Zuber Vali Issa

Zuber Vali Issa Director

in the presence of:

Signature of Witness

Khaleel Patel

Name of Witness

Waterside Head Office,

Haslingden Road, Guide,

Blackburn, Lancashire, BB1 2FA

Address of Witness

Paralegal

Occupation of Witness

SCHEDULE Transferring IP

The trade marks, service marks, rights in designs, corporate and trade names, and logos, and domain names, whether registered or unregistered (and including all registrations, applications and rights to apply in respect of the same) listed below and any other trade marks, service marks, rights in designs, corporate and trade names, and logos, and domain names, whether registered or unregistered (and including all registrations, applications and rights to apply in respect of the same), which at the Effective Date are owned by Euro Garages Limited and contain the marks (or any marks similar to or representations of) "EG", "EG Group", "Euro Grages", "Euro Grocer", "E Grocer", "GO", "Hyperform", "Vapexchange" or "cooplands":

Trade Marks

	Mark	Applicant	Number	Class(es)	Country
1.	E GROCERS / E-GROCERS (Series of 2)	Euro Garages Limited	UK0000374 4359	37	United Kingdom
2.	EG & Device (Black and White and Green) (Series of 2)	Euro Garages Limited	Pending - 2339142	3,4,5,9,1 1,21,25,3 5,36,37,3 9,42,43	Australia
3.	EG & Device (Black and White and Green) (Series of 2)	Euro Garages Limited	Pending - UK0000388 3307	3,4,5,9,1 1,21,25,3 5,36,37,3 9,42,43	United Kingdom
4.	EG & Device (Black and White)	Euro Garages Limited	Pending - 018842015	3,4,5,9,1 1,21,25,3 5,36,37,3 9,42,43	European Union
5.	EG & Device (Black and White)	Euro Garages Limited	Not yet filed		USA
6.	EG & Device (Black and White)	Euro Garages Limited	88010771	35	USA
7.	EG & Device	Euro Garages Limited	International trade mark 1443330	35, 37, 43	Australia (International Designation)
8.	EG & Device	Euro Garages Limited	1027817	35,37,39, 43	Benelux
9.	EG & Device	Euro Garages Limited	174387320	35,37,43	France

	Mark	Applicant	Number	Class(es)	Country
10.	EG & Device	Euro Garages Limited	1443330	35, 37, 43	International (Madrid Protocol)
11.	EG & Device	Euro Garages Limited	3020170001 02276	35, 37, 43	Italy
12.	EG & Device	Euro Garages Limited	UK0000322 3399	35, 37, 43	United Kingdom
13.	EG & Device	Euro Garages Limited	5837607	35, 37	USA
14.	EG Group & Device	Euro Garages Limited	UK0091796 4078	35,37,43	United Kingdom
15.	EG EURO GARAGES (Stylised)	Euro Garages Limited	UK0000315 3140	35, 37, 43	United Kingdom
16.	EG Group & Device	Euro Garages Limited	017964078	35, 37, 43	European Union
17.	EGON & Device	Euro Garages Limited	International trade mark 2280342	9,35,37,3 9	Australia (International Designation)
18.	EGON & Device	Euro Garages Limited	International trade mark 1669861	9,35,37,3 9	Europe (International Designation)
19.	EGON & Device	Euro Garages Limited	International trade mark 1669861	9,35,37,3 International (Madrid Protocol)	
20.	EGON & Device	Euro Garages Limited	UK0000367 3300	9,35,37,3 United Kingdom 9	
21.	EGON & Device	Euro Garages Limited	Abandoned International trade mark - 79343930	9,35,37,3 9	USA (International Designation)
22.	EURO GROCERS (Device) (Version 2)	Euro Garages Limited	Pending, opposed – UK0000375 2409	35,37	United Kingdom

	Mark	Applicant	Number	Class(es)	Country
23.	EURO GROCERS (Word Device) (Version 1)	Euro Garages Limited	Pending, opposed – UK0000374 4385	35,37	United Kingdom
24.	GO & Devic	Euro Garages Limited	012655353	29,30,35, 43	European Union
25.	HYPERFORM / Hyperform (Series of 2)	Euro Garages Limited	UK0000382 4616	4	United Kingdom
26.	HYPERFORM DIESEL & Device	Euro Garages Limited	UK0000382 5292	4	United Kingdom
27.	HYPERFORM UNLEADED & Device	Euro Garages Limited	UK0000382 5294	4	United Kingdom
28.	Vapexchange Device (Series of 2)	Euro Garages Limited	UK0000371 9132	1,9,34,35	United Kingdom
29.	VAPEXCHANGE/VapeXchange (Series of 2)	Euro Garages Limited	UK0000371 8490	1,9,34,35	United Kingdom
30.	EG GROUP & Device	Euro Garages Limited	1443330	35, 37, 43	International (Madrid Protocol)
31.	EG GROUP & Device	Euro Garages Limited	International trade mark 1458919	35	Australia (International Designation)

Domain Names

	Domain Name
1.	beehive-equity.co.uk
3.	beehiveequity.co.uk
5.	beourgest.coffee
7.	beourgest.co.uk
9.	cooplands.be

	Domain Name
2.	beehive-equity.com
4.	cstorerewards.com
6.	beourgest.com
8.	cooplands-bakery.co.uk
10.	cooplands.de

	I
11.	cooplands.eu
13.	cooplands.it
15.	cooplands.us
17.	cumbys.co.uk
19.	eg-academy.be
21.	eg-academy.nl
23.	eg-america.com
25.	eg-arabia.com
27.	eg-aus.com.au
29.	eg-australia.com.au
31.	eg-benelux.com
33.	eg-business.ch
35.	eg-business.eu
37.	eg-business.it
39.	eg-business.uk
41.	eg-bussiness.us
43.	eg-careers.co.uk
45.	eg-cares.com
47.	eg-central.com
49.	eg-europe.com

12.	cooplands.fr
14.	cooplands.nl
16.	edcvfr4.com
18.	eg-academy.co.uk
20.	eg-africa.com
22.	eg-americas.com
24.	eg-aus.com
26.	eg-australia.com
28.	eg-belgium.com
30.	eg-bnl.com
32.	eg-business.co.uk
34.	eg-business.fr
36.	eg-business.nl
38.	eg-business.us
40.	eg-canada.com
42.	eg-careers.com
44.	eg-central.co.uk
46.	eg-deutschland.com
48.	eg-foundation.co.uk
50.	eg-foundation.org

eg-foundation.com
eg-fr.com
eg-fuel.ch
eg-fuel.com
eg-fuel.eu
eg-fuel.it
eg-fuel.us
eg-fuels.co.uk
eg-fuels.eu
eg-fuels.it
eg-fuels.uk
eg-group.ch
eg-group.nl
eg-ire.com
eg-italy.com
eg-nl.com
eg-retail.co.uk
eg-retail.eu
eg-retail.it
eg-retail.uk

	I
52.	eg-fuel.be
54.	eg-fuel.co.uk
56.	eg-fuel.de
58.	eg-fuel.fr
60.	eg-fuel.nl
62.	eg-fuels.ch
64.	eg-fuels.com
66.	eg-fuels.fr
68.	eg-fuels.nl
70.	eg-fuels.us
72.	eg-group.fr
74.	eg-group.us
76.	eg-italia.com
78.	eg-newzealand.com
80.	eg-retail.ch
82.	eg-retail.com.au
84.	eg-retail.fr
86.	eg-retail.nl
88.	eg-retail.us
90.	eg-worldwide.com

91.	eg-roi.com
93.	eg.group
95.	egbenelux.com
97.	egbusiness.com
99.	egbusiness.fr
101.	egbusiness.nl
103.	egcares.com
105.	egcentral.com
107.	egemployees.com
109.	egfuel.ch
111.	egfuel.de
113.	egfuel.fr
115.	egfuel.nl
117.	egfuel.us
119.	egfuelcard.com
121.	egfuels.ch
123.	egfuels.eu
125.	egfuels.it
127.	egfuels.uk
129.	egglobalfinance.co.uk

92.	egbelgium.com
94.	egbusiness.ch
96.	egbusiness.eu
98.	egbusiness.it
100.	egbusiness.us
102.	egcentral.co.uk
104.	egdeutschland.com
106.	egfuel.be
108.	egfuel.co.uk
110.	egfuel.eu
112.	egfuel.it
114.	egfuel.uk
116.	egfuelcard.co.uk
118.	egfuelportal.com
120.	egfuels.co.uk
122.	egfuels.fr
124.	egfuels.nl
126.	egfuels.us
128.	egglobalfinance.com
130.	egglobalfinance.net

131.	egglobalfinance.info
133.	egglobalfinance.nl
135.	egglobalfinanceplc.co.uk
137.	egglobalfinanceplc.info
139.	egglobalfinanceplc.org
141.	eggroup-aus.com
143.	eggroup-australia.com
145.	eggroup-be.com
147.	eggroup-benelux.com
149.	eggroup-careers.com
151.	eggroup-fr.com
153.	eggroup-germany.com
155.	eggroup-ire.com
157.	eggroup-it.com
159.	eggroup-jobs.com
161.	eggroup- luxembourg.com
163.	eggroup-nl.com
165.	eggroup-uk.com
167.	eggroup.biz

132.	egglobalfinance.org
134.	egglobalfinanceplc.com
136.	egglobalfinanceplc.nl
138.	eggroup-america.com
140.	eggroup-aus.com.au
142.	eggroup- australia.com.au
144.	eggroup-belgium.com
146.	eggroup-bnl.com
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150.	eggroup-france.com
152.	eggroup-investors.com
154.	eggroup-ireland.com
156.	eggroup-italy.com
158.	eggroup-lux.com
160.	eggroup- netherlands.com
162.	eggroup-roi.com
164.	eggroup-us.com
166.	eggroup.careers
168.	eggroup.company

169.	eggroup.co
171.	eggroup.fr
173.	eggroup.info
175.	eggroup.nl
177.	eggroup.us
179.	eggroupglobal.com
181.	eggroupplc.com
183.	eggroupworldwide.com
185.	egholdings.ch
187.	egholdings.com.au
189.	egholdings.es
191.	egholdings.fr
193.	egholdings.nl
195.	egholdings.uk
197.	egluxembourg.com
199.	egplc.co.uk
201.	egretail.ch
203.	egretail.fr
205.	egretail.nl
207.	egretailaustralia.com.au

170.	eggroup.global
172.	eggroup.mobi
174.	eggroup.uk
176.	eggroupglobal.co.uk
178.	eggroupplc.co.uk
180.	eggroupworldwide.co.u k
182.	egholdings.be
184.	egholdings.com
186.	egholdings.de
188.	egholdings.eu
190.	egholdings.it
192.	egholdings.org
194.	egholdings.us
196.	egnetherlands.com
198.	egplc.com
200.	egretail.eu
202.	egretail.it
204.	egretail.us
206.	egstaffmail.co.uk
208.	egstaffmail.uk

209.	egstaffmail.com
211.	euro-grocer.co.uk
213.	euro-grocers.co.uk
215.	eurogarages.be
217.	eurogarages.com.au
219.	eurogarages.eu
221.	eurogarages.it
223.	eurogarages.us
225.	eurogrocer.co.uk
227.	eurogrocers.co.uk
229.	fuelyourev.co.uk
231.	gest.coffee
233.	go-fuelcard.co.uk
235.	gofreshshop.be
237.	gofreshshop.com
239.	gofreshshop.de
241.	gofreshshop.net
243.	gofreshshop.org
245.	gofreshshop.us
247.	gofuelscard.com

210.	euro-grocer.com
212.	euro-grocers.com
214.	eurogarages.ch
216.	eurogarages.de
218.	eurogarages.fr
220.	eurogarages.net
222.	eurogaragesaustralia.co m.au
224.	eurogrocer.com
226.	eurogrocers.com
228.	fuel-voucher.com
230.	fuelyourev.com
232.	gest.kitchen
234.	gocartecarburant.be
236.	gofreshshop.co.uk
238.	gofreshshop.com.au
240.	gofreshshop.fr
242.	gofreshshop.nl
244.	gofreshshop.uk
246.	gofuelscard.co.uk
248.	gogo-rewards.co.uk

gogo-rewards.com
gogo-rewards.org
gotankpas.be
kwikshop.biz
kwikshop.xxx
kwikshopmarkets.com
loafnjug.com
minit-market.com
minitmart.com
nextgenfuel.nl
nrgvalue.info
nrgvalue.org
quikstop.biz
quikstop.xxx
telloafnjug.com
telltomthumb.com
texacostars.nl
tomt.com
tomthumb.biz
vape-lab.com

250.	gogo-rewards.net
252.	gostationfinder.com
254.	ibtdr.com
256.	kwikshop.com
258.	kwikshopmarket.com
260.	loafnjug.biz
262.	loafnjug.xxx
264.	minitmarkets.com
266.	nextgenfuel.be
268.	nrgvalue.com
270.	nrgvalue.nl
272.	portalegfuel.com
274.	quikstop.com
276.	tellloafnjug.com
278.	tellquikstop.com
280.	tellturkeyhill.com
282.	texacoxpress.nl
284.	tomt.xxx
286.	tomthumbliquors.com
288.	werkenbijeg.nl

289.	workforeg.com
291.	werkenbijeggroup.nl

RECORDED: 07/06/2023

	290.	workforeg.co.uk
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