

## Trademark and business name

20. **Your client** proposes that the trademark and business name of the Business be transferred immediately to **your client** as security for the forbearance that **your client** would need to provide to **our clients** for the debt owed to it.
21. **Our clients'** position is that:
- The trademark and business name need to remain with the Business in order to generate a sufficient sale price to clear the judgment debt and business adjustments, which is in the best interests of both **our clients**; or
  - Alternatively, **your client** can purchase separately the trademark and business name which can be transferred by our clients. **Our clients** consider that the brand value of the trademark and business name, when separated from the business operation, is greater than the judgment debt.
22. **Our clients** recognise that the naming rights at the premises are important to **your client**. We propose that there is a term of the new lease that the tenant must trade under the business name "*Hopetoun Tea Rooms*".