

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pout Limited		03/26/2008	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Victoria's Secret Stores Brand Management, Inc.		
<b>Street Address:</b>	Four Limited Parkway		
<b>Internal Address:</b>	Intellectual Property Manager		
<b>City:</b>	Reynoldsburg		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43068		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77975116	POUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)522-7158		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	614-577-6948		
<b>Email:</b>	dhampton@limitedbrands.com		
<b>Correspondent Name:</b>	Deborah A Hampton		
<b>Address Line 1:</b>	Four Limited Parkway		
<b>Address Line 2:</b>	Intellectual Property Manager		
<b>Address Line 4:</b>	Reynoldsburg, OHIO 43068		
<b>ATTORNEY DOCKET NUMBER:</b>	VSS ASSIGNMENT OF POUT		
<b>NAME OF SUBMITTER:</b>	Deborah A. Hampton		
<b>Signature:</b>	/deborahahampton/		

CH \$40.00 77975116

900146212

**TRADEMARK**  
 REEL: 004085 FRAME: 0438

Date:

10/27/2009

**Total Attachments: 6**

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DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the 26 day of March 2008

BETWEEN:

- (1) **POUT LIMITED**, a company incorporated in England under registered number 03896937 with an address at 77 South Audley Street, London W1, United Kingdom (the "Assignor");
- (2) **VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC.**, a corporation organised and existing under the laws of the State of Delaware with an address at 888 Seventh Avenue, 43<sup>rd</sup> Floor, New York, NY 10106, United States of America (the "Assignee").

WHEREAS:

- (A) The Assignor is the owner or registrant of the Domain Names, the Marks and the Other IP 
- (B) The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Transferring Rights on the terms set out in this Deed.



NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS

In this Deed:



means:

- (a) the Settlement and  Agreement between the Assignor and Pout, Inc., Keil Stern and Patricia Stern dated 6 February 2004;
- (b) the  Agreement between the Assignor and E.M. Lawrence Limited dated 18 December 2006;
- (c) the Trademark Assignment and Licence Agreement between the Assignor, Nancy Kinover and Pout Cosmetics, Inc. dated 22 April 2004; and

- (d) 

relative to any of the Assignor's Transferring Rights.

**"Domain Names"** means all domain names of which the Assignor is registrant, and including, without limitation, those domain names listed in Part 2 of the Schedule to this Deed;

**"Marks"** means all registered and unregistered trade mark rights in the word "POUT" owned by the Assignor and including (without limitation) those registered trade marks listed in Part 1 of the Schedule to this Deed, together with all goodwill of the business in relation to which such registered and unregistered trade marks are used (but no other or greater goodwill), including all rights, privileges and advantages thereto including, without limitation: (i) the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof; and (ii) all income and royalties relating to such registered and unregistered trade mark rights;

**"Other IP"** means all patents, rights in designs, copyrights, and rights in databases (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world), in each case owned by the Assignor, together with all rights, privileges and advantages thereto including, without limitation: (i) the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof; and (ii) all income and royalties relating to such intellectual property rights; and

**"Transferring Rights"** means, taken together:

(b) the Domain Names;

(c) the Marks;

(d) the Other IP; and

(e) all right, title and interest of the Assignor under the [REDACTED] Agreements.

**2 ASSIGNMENT**

- 2.1 The Assignor hereby assigns to the Assignee with full title guarantee all its right, title and interest in and to the Transferring Rights.
- 2.2 The Assignor shall, on the date of this Deed, deliver to the Assignee all documents and other records relating to the Transferring Rights within the Assignor's possession or control.

**3 FURTHER ASSURANCE**

The Assignor shall promptly do all such acts and execute all such documents as the Assignee may reasonably request at any time within 12 months after the date of this Deed to give full effect to this Deed in accordance with its terms and secure to the Assignee the full benefit of the rights, title and interests in the Transferring Rights.

**4 LAW AND JURISDICTION**

This Deed shall be governed by and construed in accordance with the laws of the State of New York without reference to the principles governing conflicts of law. Any action arising out of this Agreement shall be brought in the state or federal courts located in the City of New York. The parties hereby consent to such jurisdiction and specifically to the personal jurisdiction of any such Court.

IN WITNESS WHEREOF, the parties have executed this instrument this  
26 day of March, 2008.

POUT LIMITED,  
an English company

By: 

\_\_\_\_\_  
Melisse L. Shaban  
Chief Executive Officer

VICTORIA'S SECRET STORES BRAND  
MANAGEMENT, INC.  
a Delaware corporation

By: 

\_\_\_\_\_  
Timothy J. Faber  
Senior Vice President

By: 

\_\_\_\_\_  
Gail M. Stern  
Senior Vice President  
Retail Operations - Legal

ACKNOWLEDGEMENT OF ASSIGNOR

On this 26 day of March, 2008, before me personally appeared Melisse L. Shaban, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument, and who acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, she, or the entity upon behalf of which she acted, executed the instrument.

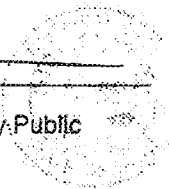
Courtney A. Cosgrove  
Notary Public

COURTNEY A. COSGROVE  
Notary Public, State of New York  
No. 01CO6170470  
Qualified in Kings County  
Term Expires July 9, 2011

ACKNOWLEDGEMENT OF ASSIGNEE

On this 20 day of March, 2008, before me personally appeared Gail M. Stern, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument, and who acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, she, or the entity upon behalf of which she acted, executed the instrument.

Gail M. Stern  
Notary Public



GAIL M. STERN  
Notary Public, State of New York  
No. 01CO6170470  
Term Expires July 9, 2011

On this 24<sup>th</sup> day of March, 2008, before me personally appeared Timothy J. Faber, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument, and who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, he, or the entity upon behalf of which he acted, executed the instrument.

Patricia L. Rockel  
Notary Public



PATRICIA L. ROCKEL  
Notary Public, State of Ohio  
Commission Expires 02-16-09

2/5/2009

POUT Marks - United States

DOCKET NO.	COUNTRY	MARK	STATUS	SUB STATUS	CLASS	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE
VS1002213	United States	POUT	Filed		25	77070158	22/12/2006 00:00:00		
VS1002214	United States	POUT	Filed		25	77975116	22/12/2006 00:00:00		
VS1002215	United States	POUT	Registered		3	76450720	18/09/2002 00:00:00	3081118	18/04/2008 00:00:00
VS1002215	United States	POUT	Registered		35	76450720	18/09/2002 00:00:00	3081118	18/04/2008 00:00:00
VS1002216	United States	POUT (Stylized)	Filed		25	77975117	22/12/2006 00:00:00		
VS1002247	United States	POUT	Registered		3	76494875	10/3/2003 0:00	3393780	11/3/2008 0:00
VS1002247	United States	POUT	Registered		35	76494875	10/3/2003 0:00	3393780	11/3/2008 0:00
VS1002249	United States	POUT (Stylized)	Registered		25	77070179	22/12/2006 00:00:00	3407940	8/4/2008 0:00
VS1002225	International	BEAUTY-TO-WEAR	Registered		3	908429	27/11/2006 00:00:00	908429	27/11/2006 00:00:00
VS1002227	International	POUT	Registered	Pending	25	79041324	6/6/2007 0:00	IR931479	6/6/2007 0:00