

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/02/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OASIS STORES LIMITED		07/31/2009	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	O FASHIONS OPCO LIMITED
Street Address:	The Triangle, Stanton Harcourt Industrial Estate
City:	Stanton Harcourt, Witney, Oxfordshire
State/Country:	UNITED KINGDOM
Postal Code:	OX29 5UT
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3072349	OASIS
Registration Number:	3097003	OASIS
Registration Number:	3469986	OASIS

CORRESPONDENCE DATA

Fax Number: (202)955-5564
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-419-2404
 Email: stephen.jeffries@hklaw.com
 Correspondent Name: Stephen J. Jeffries
 Address Line 1: 2099 Pennsylvania Avenue, NW, Suite 100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

DOMESTIC REPRESENTATIVE

OP \$90.00 3072349

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Stephen J. Jeffries
Signature:	/Stephen J. Jeffries/
Date:	02/04/2010

Total Attachments: 6

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DATED

31 July

2009

OASIS STORES LIMITED (IN ADMINISTRATION) (1)

and

O FASHIONS OPCO LIMITED (2)

and

NEVILLE KAHN, LEE MANNING AND PHILIP BOWERS (3)

**DEED OF ASSIGNMENT
OASIS TRADE MARKS
UNITED STATES OF AMERICA**

**HEATONS LLP
MANCHESTER**

Tel: +44 (0) 161 835 8010

Fax: + 44 (0) 161 835 8015

AUR001.10

PARTIES

- (1) **OASIS STORES LIMITED** in administration (company number 2571150) whose registered office is at The Triangle, Stanton Harcourt Industrial Estate, Stanton Harcourt, Witney, Oxfordshire OX29 5UT acting by its Administrators ("**Assignor**").
- (2) **O FASHIONS OPCO LIMITED** (company number 6822219) whose registered office is at The Triangle, Stanton Harcourt Industrial Estate, Stanton Harcourt, Witney, Oxfordshire OX29 5UT ("**Assignee**").
- (3) **NEVILLE KAHN, LEE MANNING and PHILIP BOWERS** of Deloitte & Touche LLP, 66 Shoe Lane, London EC4A 3WA ("**Administrators**").

BACKGROUND

- (A) The Assignor is the proprietor of the trade marks registered or the subject of applications for registration in the country listed in Schedule 1 ("**Trade Marks**").
- (B) The Administrators were appointed joint administrators of the Assignor on 2 March 2009 by the directors of the Assignor pursuant to paragraph 22 of schedule B1 to the Insolvency Act 1986.
- (C) By an asset purchase agreement of 2 March 2009 between, inter alia, the Assignor and the Assignee, ("**Sale Agreement**") the Assignor agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.

AGREED TERMS

1 ASSIGNMENT

In consideration of the sums set out in the Sale Agreement paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee with effect from 2 March 2009 absolutely, the Trade Marks and all and any rights in and to the Trade Marks including the benefit of the applications for registration with the intention that, when the applications are granted, the registrations shall vest in the Assignee and any common law rights and all the goodwill attaching to the Trade Marks.

2 PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee and its successors in title to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks).

- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

3 **FURTHER ASSURANCE**

- 3.1 The Assignor covenants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment.

- 3.2 The Assignor hereby irrevocably appoints the Assignee to be its attorney to execute and do any such instrument or thing and generally to use its name for the purpose of giving the Assignee the benefit of this Deed. The Assignor acknowledges in favour of a third party that a certificate in writing signed by any Director of the Assignee that any instrument or act falls within the authority conferred by this Deed shall be conclusive evidence that such is the case.

4 **EXCLUSION OF COVENANTS**

No covenant for title or title guarantee of any sort shall be implied into this deed and the exclusions and limitations set out in the Sale Agreement shall apply to this deed as if set out in full in this deed.

5 **EXCLUSION OF ADMINISTRATORS' PERSONAL LIABILITY**

- 5.1 The Administrators have executed this deed as agents for the Assignor and neither they nor their firm, representatives, employees or agents shall incur any personal liability in respect of it or any document made to implement its terms or any collateral agreement which may exist or be implied in any way in respect of the assigned assets or rights.
- 5.2 This Assignment is intended to take effect as a deed notwithstanding that it has been signed by the Administrators under hand only.

6 **THIRD PARTIES**

A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7 **GOVERNING LAW AND JURISDICTION**

- 7.1 This deed 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.

7.2 This assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

This Deed has been executed as follows.

Schedule 1 - Trade Marks

All trade marks, trade names, rights in set up, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of any such rights and all similar or equivalent rights of form of protection which exists in any part of the world, owned by the Assignor, including the following:

MARK	REGISTRATION NUMBER	CLASS	PENDING/REGISTERED	TERRITORY	ASSIGNOR
OASIS	3072349	25	Registered	United States of America	Oasis Stores Limited
OASIS	3097003	35	Registered	United States of America	Oasis Stores Limited
OASIS	3469986	18	Registered	United States of America	Oasis Stores Limited

EXECUTED AS A DEED AND DELIVERED on the date specified on page 1 by **OASIS STORES LIMITED** (in administration) acting by one of its Administrators as agent without personal liability in the presence of

PJB
.....
Administrator

Witness signature:

Name:

Address:

R. Akhurst
.....
Richard Akhurst
c/o Deloitte & Touche LLP
Athene Place
66 Shoe Lane
London
EC4A 3BQ

SIGNED by one of the Administrators of **OASIS STORES LIMITED** (in administration) for and on behalf of all of them

PJB
.....
Administrator

Witness signature:

Name:

Address:

R. Akhurst
.....
Richard Akhurst
c/o Deloitte & Touche LLP
Athene Place
66 Shoe Lane
London
EC4A 3BQ

EXECUTED AS A DEED AND DELIVERED on the date specified on page 1 by **O FASHIONS OPCO LIMITED** in the presence of

[Signature]
.....
Director

Witness signature:

Name:

Address:

[Signature]
.....
LINA G. IONESCU
.....
HAYES 37 FIFTH STREET
.....
MANHATTEN
.....