

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bitemark MC Limited		07/15/2011	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Lovehoney Limited		
Street Address:	100 Locksbrook Road		
City:	Bath		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3550176	MANTRIC	
CORRESPONDENCE DATA			
Fax Number:	(571)273-9577		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	pgillard@things.com		
Correspondent Name:	Thrings LLP		
Address Line 1:	The Paragon Counterslip		
Address Line 4:	Bristol, UNITED KINGDOM BS1 6BX		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			
NAME OF SUBMITTER:	P Gillard for Thrings LLP		

OP \$40.00 3550176

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Signature:	/PGillard forThrings LLP/
Date:	09/05/2011
Total Attachments: 3 source=Lovehoney Bitemark US TM assignment#page1.tif source=Lovehoney Bitemark US TM assignment#page2.tif source=Lovehoney Bitemark US TM assignment#page3.tif	

THIS ASSIGNMENT IS MADE THE 15 July 2011
BETWEEN

- I BITEMARK MC LIMITED (in liquidation) (registered number 04258735) whose registered office is at 201 Haverstock Hill, London NW3 4QG (the "Assignor") acting by Alan Bradstock of Accura Partners LLP, of Langley House, Park Road, East Finchley, London, N2 8EY, licensed insolvency practitioner and the Liquidator of the Assignor ("the Liquidator"); and
- II LOVEHONEY LIMITED (registered number 04637868) whose registered office is at 100 Locksbrook Road, Bath BA1 3EN (the "Assignee").

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation shall apply in this Assignment:

1.1.1 Trade Marks means the following registered US trade mark:

- US serial number 77500527 (registration number 3550176) MANTRIC and the following unregistered trade marks used throughout the USA:
- MANTRIC
- CUPID'S CLUB
- BEYONDAGE
- MISS MINKY
- BMC INTIMATE
- BITEMARK

1.1.2 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to one gender includes a reference to all other genders.

1.1.3 Sale Agreement means the sale agreement of even date herewith between the Assignor, the Liquidator and the Assignee.

2 ASSIGNMENT

2.1 In consideration of the sum of £1,000.00 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all such right, title and interest it has (if any) in and to the Trade Marks, including:

2.1.1 all goodwill attaching to each of the Trade Marks and in respect of the Business (as defined in the Sale Agreement) relating to the goods or services in respect of which such Trade Mark is registered or used; and

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- 2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this assignment save that the Assignee shall not have the right to bring any such action in the name of the Assignor without the Assignor's express written authority to do so.
- 2.2 All payments made by the Assignee under this Assignment are exclusive of VAT.

3 FURTHER ASSURANCE

- 3.1 The Assignor shall, at the Assignee's request and cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment.

4 MISCELLANEOUS

- 4.1 This Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter save for the Sale Agreement the terms of which are to be applied to the assignment comprised within this Assignment.
- 4.2 Each party acknowledges that, in entering into this Assignment, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Assignment.
- 4.3 This Assignment is governed by and shall be construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or claim arising out of or in connection with this Assignment.

5 EXCLUSION OF LIABILITY

- 5.1 For the avoidance of doubt it is hereby declared that in the negotiation execution and implementation of this Assignment the Liquidator was and shall be at all times acting only as agent for the Assignor. The Liquidator shall not be personally liable under this Assignment or under any deed or other document executed in consequence of this Assignment or on or under any associated or collateral agreement or arrangement and the Liquidator is a party to this Assignment only for the purpose of receiving the benefit of this declaration and any other covenants in his favour.

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In witness of which this Assignment has been executed on the date shown above.

BITEMARK MC LIMITED (in liquidation)

acting by

A. S. Beasstock
.....

its liquidator,

under powers conferred on him

by Schedule 4 Insolvency Act 1986 in his capacity as agent without personal liability

LOVEHONEY LIMITED

acting by

[Handwritten Signature]
.....

Director

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09/05/2011

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