

## 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
	T.S. Tippin & Co.		03/07/2012	LIMITED LIABILITY PARTNERSHIP: UNITED STATES
	Mrs. Fadhila Jaziri		03/07/2012	INDIVIDUAL: TUNISIA
RECEIVING PARTY DATA				
Name:	Mrs. Fadhila Jaziri			
Street Address:	20 Rue de Richelieu			
City:	Paris			
State/Country:	FRANCE			
Postal Code:	75001			
Entity Type:	INDIVIDUAL: TUNISIA			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Serial Number:	77324460	GERMAINE GUERIN	
	Registration Number:	3491742	GERMAINE GUERIN	
CORRESPONDENCE DATA				
Fax Number:	(904)261-5811			
Phone:	(904) 607-8321			
Email:	tstippin@hotmail.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Timothy Stuart Tippin			
Address Line 1:	1627 Riverside Ave.			
Address Line 4:	Jacksonville, FLORIDA 32204			
DOMESTIC REPRESENTATIVE				
Name:				

OP \$65.00 77324460

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

NAME OF SUBMITTER:	Timothy Stuart Tippin
Signature:	/Timothy Stuart Tippin/
Date:	03/09/2012

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

This agreement is entered into between:

### **TIPPIN & Co,**

limited liability company registered in Florida with the commercial and companies registry of Jacksonville under the number L06000115251, with its registered office located at 1627 Riverside Avenue, Jacksonville Florida 32204 (USA) represented by Mr. Tippin in his capacity as OWNER.  
hereinafter referred to as the **Assignor**

### **AND:**

**Mrs. Fadhila JAZIRI**, born 20 november 1971 in Tunisia (Zarzis)  
Tunisian Nationality, residing in France at 20, rue de Richelieu, 75001 PARIS  
hereinafter referred to as the **Assignee**

hereinafter referred to as the **Parties**

### **WHEREAS:**

Assignor is the owner of the trademark identified as follows:

*"GERMAINE GUERIN"*

Presently registered in the United States Patent and Trademark Office under the number 3491742 on August 26, 2008. The mark consists of an ornamental framework design with the word "Germaine Guerin". The mark has an international extension under number 0949449.  
(the **Trademark**)

Assignee desires to acquire all rights, title and interest in the Trademark.

### **IT IS AGREED AS FOLLOWS:**

1. **Assignment.** Assignor irrevocably assigns to Assignee all rights, title and interest (including all registration rights with respect to the Trademark, all rights to derivative trademarks, goodwill relating to the Trademark) in and to the Trademark.
2. **Consideration.** In consideration for the assignment of the Trademark, Assignee shall pay to Assignor the sum of 20.000 USD (twenty thousand US dollars payable by wire transfer. Assignment will be effective at the moment of reception of payment by Assignor.
3. **Representations and warranties.** Assignor represents and warrants to Assignee:
  - a) Assignor has the right, power and authority to enter into this Agreement
  - b) Assignor is the exclusive and legal owner of all right, title and interest, including intellectual property rights in the Trademark,
  - c) the Trademark is free of any liens, security interest, pledges and no licence has been granted to anyone,
  - d) Assignor is not subject to any agreement or judgment inconsistent with the assignment of the Trademark,

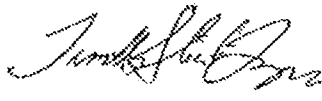


e) Assignor warrants that it will not register or use any trademark, domain name or other intellectual property rights including "Germaine Guerin".

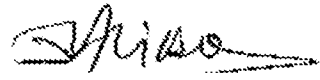
4. **Formalities.** Assignor will perform all necessary acts and execute any necessary documents that may be reasonably necessary to the effective assignment including without limitation, recordation of the assignment in the United States Patent and Trademark Office and recordation of the assignment in the Madrid System for the international registration of marks.

5. In addition to the Trademark assignment, assignor agrees to transfer to the Assignee archives, documents and handbags in relation to the Trademark or to the name "Germaine Guerin", with no other consideration. These elements will be sent by any secure international transportation means.

Made in Paris & Jacksonville in two original copies

  
2/23/12

For TIPPIN & Co

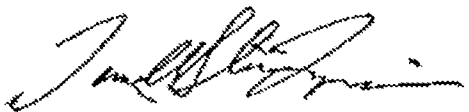


Fadhila JAZIRI

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**Annexes:**

- certificate of incorporation of TIPPIN & Co
- carte de séjour
- Trademark registration with the US Trademark and Patent Office
- Trademark registration mentioned in the French Trademark Office (INPI)
- Form MM5 of the Madrid System



MARK C. SHILOVITZ  
NOTARY PUBLIC, State of New York  
No. 31-4575976  
Qualified in New York County  
Commission Expires ~~12/31/2014~~ 12/31/2014



