

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ms. Daniella Helayel		07/06/2011	INDIVIDUAL: BRAZIL
RECEIVING PARTY DATA			
Name:	Sunshine Lux Holdings SA		
Street Address:	L-9227 50 Esplanade		
City:	Diekirch		
State/Country:	LUXEMBOURG		
Entity Type:	Societe Anonyme: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3544019	ISSA	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Christopher L. Sorey		
Address Line 1:	4101 Lake Boone Trail, Suite 300		
Address Line 2:	c/o Wyrick Robbins Yates & Ponton, LLP		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	21579.122		
DOMESTIC REPRESENTATIVE			
Name:	Christopher L. Sorey		
Address Line 1:	4101 Lake Boone Trail, Suite 300		
Address Line 2:	C/O Wyrick Robbins Yates & Ponton, LLP		

OP \$40.00 3544019

Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER:

Christopher L. Sorey

Signature:

/cls/

Date:

01/28/2013

**Total Attachments: 13**

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Dated 6 July 2011

(1) Daniella Helayel

(2) Sunshine Lux Holdings SA

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Trade Mark Assignment

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**withers** <sup>LLP</sup>

16 Old Bailey

London

EC4M 7EG

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Ref: KCM

**TRADEMARK**  
**REEL: 004950 FRAME: 0550**

DATE 6 July 2011

#### PARTIES

- (1) Daniella Helayel of 122 Cheyne Walk, London SW10 0ES ('Assignor'); and
- (2) Sunshine Lux Holdings SA, a company incorporated under the laws of Luxembourg whose registered office is at L-9227 Diekirch 50 Esplanade, Luxembourg ('Assignee').

#### RECITALS

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign all its right, title and interest in and to the Trade Marks to the Assignee for the consideration mentioned below.

#### OPERATIVE PROVISIONS

##### 1. INTERPRETATION

- 1.1 The following definitions apply in this agreement unless stated otherwise:

**B Share** means an ordinary share [REDACTED] in the capital of the Assignee designated as a B Share;

**Business Day** means a day (other than a Saturday or Sunday) when the banks in the City of London are generally open for business;

**Trade Marks** means the registered trade marks, the applications for trade mark registration and any unregistered trade marks used by the Assignor, the short particulars of which are set out in Schedule 1.

- 1.2 Under this agreement: clause headings do not affect its interpretation; the Schedules form part of this agreement as if set out in the body of this agreement and any reference to 'this agreement' includes the Schedules; references to clauses and Schedules are to the clauses and schedules of this agreement; unless the context otherwise requires, words in the singular include the plural and in the plural include the singular; unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision; the word writing or

**written** includes faxes but not e-mail; any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## 2. ASSIGNMENT

In consideration of the issue to the Assignor of [REDACTED] in Assignee (the receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns with full title guarantee to the Assignee absolutely the Trade Marks and all right, title and interest in and to the Trade Marks including:

- 2.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
- 2.2 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.3 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 (including passing off) arising from ownership of any of the Trade Marks whether occurring before, on or after the date of this assignment.

## 3. WARRANTIES

Save as set out in Schedule 1, the Assignor represents and warrants that:

- 3.1 she is the sole legal and beneficial owner of the Trade Marks and is properly registered as the applicant or registered proprietor of the Trade Marks listed in Schedule 1;
- 3.2 all application, registration, renewal and other fees in respect of each of the Trade Marks have been duly paid;
- 3.3 she has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks;
- 3.4 so far as she is aware, as at the date of this agreement, each Trade Mark is free from any security interest, option, mortgage, charge or lien;
- 3.5 she has not acquiesced in the unauthorised use of any Trade Mark;

- 3.6 so far as she is aware, each registered Trade Mark is valid and subsisting and is not subject to amendment, challenge to validity, removal or surrender;
- 3.7 she is unaware of any infringement of any Trade Mark;
- 3.8 so far as she is aware, no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark; and
- 3.9 so far as she is aware, exploitation of the Trade Marks will not infringe the rights of any third party.

4. **INDEMNITY**

The Assignor shall indemnify, defend and hold the Assignee harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that the Assignee suffers or incurs as a result of or in connection with any breach by the Assignor of the warranties in clause 3 above. At the Assignee's reasonable request and at the Assignor's expense, the Assignor shall assist the Assignee in relation to the defence of any claim, action or proceedings brought against the Assignee as a consequence of such a breach.

5. **FURTHER ASSURANCE**

The Assignor shall, at the Assignee's 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 reasonably required by the Assignee to give effect to this agreement and to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including registration of the Assignee as applicant or registered proprietor of the Trade Marks.

- 5.1 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment to the Assignee of the Trade Marks as listed in Schedule 1:
- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
  - (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
  - (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);

- (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of the contact referred to in clause 6 (Notices) or any other person that the Assignee notifies to the Assignor from time to time; and
- (e) provide the Assignee with all information and assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

5.2 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the date of this agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.

## 6. NOTICES

6.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to the party required to receive the notice as set out below:

**Assignor**

Address: 122 Cheyne Walk, London SW10 0ES

**Assignee**

Address: L-9227 Diekirch 50 Esplanade, Luxembourg

For the attention of: The Directors

or such other address or fax number as may be notified in writing from time to time by the relevant party to the other parties.

6.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 6.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.
- 6.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**7. GENERAL**

- 7.1 No variation of this agreement shall be effective unless made in writing and signed by one of the Administrators and on behalf of the Assignees.
- 7.2 The failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 7.3 This agreement constitute the entire agreement and understanding between the parties and supersedes any previous agreement between the parties relating to the subject matter of this agreement.
- 7.4 Unless otherwise provided, all costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement, and any documents referred to in it, shall be borne by the party that incurred the costs.
- 7.5 This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 7.6 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.
- 7.7 No term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.
- 7.8 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

**8. GOVERNING LAW AND JURISDICTION**

- 8.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales.

8.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

This agreement has been entered into and takes effect on the date stated at the beginning of it.

Schedule 1

Registered Trade Marks



Country	Class	Mark	No	Notes
Turkey	35	ISSA	2008-55926	
Russia	3, 9, 14, 18, 21, 24, 25 and 35	ISSA	392671	[REDACTED]
European Union (CTM)	14 and 35	ISSA	07327001	[REDACTED]

Country	Class	Mark	No	Notes
European Union (CTM)	3, 9, 18, 24 and 25.	ISSA	003950359	[REDACTED]
European Union (CTM)	3, 25 and 35.	LUCKY BY ISSA	007089485	[REDACTED]
Saudi Arabia	25 only.	ISSA	1141/56	[REDACTED]
United States	25 only (U.S. CLS 22 and 39)	ISSA	3,544,019	[REDACTED]
Japan	3, 9, 14, 18, 21, 24, 25 and 26.	ISSA	5140686	[REDACTED]

Trade Mark Applications

Country	Class	Mark	No	Note
India	3, 9, 14, 18, 21, 24, 25, 35 and 42.	ISSA	1608751	[REDACTED]
United Arab Emirates	25	ISSA	128549	[REDACTED]

Country	Class	Mark	No	Note
Russia	25 and 42.	ISSA	2009729657	

Signed by **Daniella Helayel**

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Signed by .....

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as duly authorised signatory

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for and on behalf of

)

**Sunshine Lux Holdings SA**

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Signed by **Daniella Helayel**

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)  
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Signed by NICHOLAS MARTIN

as duly authorised signatory

for and on behalf of

**Sunshine Lux Holdings SA**

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*NJ.*  
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