

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Execution Date Receiving Party previously recorded on Reel 005001 Frame 0080. Assignor(s) hereby confirms the Assignment.			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Love Labs LLP		10/31/2011	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM
RECEIVING PARTY DATA				
Name:	Lovehoney Limited			
Street Address:	100 Locksbrook Rd			
City:	Bath			
State/Country:	UNITED KINGDOM			
Postal Code:	BA1 3EN			
Entity Type:	COMPANY: UNITED KINGDOM			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3297773	IBUZZ	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	00441179309517			
Email:	emeyrick@thrings.com			
Correspondent Name:	Elaine Meyrick			
Address Line 1:	Counterslip			
Address Line 2:	The Paragon			
Address Line 4:	Bristol, UNITED KINGDOM BS1 6BX			
DOMESTIC REPRESENTATIVE				

OP \$40.00 3297773

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

NAME OF SUBMITTER:	Elaine Meyrick
Signature:	/elm-L2372-19/
Date:	04/12/2013

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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
Love Labs LLP		10/31/2012	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Love Labs LLP		
Street Address:	Tolmarton		
Internal Address:	The Old School House		
City:	Badminton		
State/Country:	UNITED KINGDOM		
Postal Code:	GL9 1HZ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3297773	IBUZZ	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	emeyrick@thrings.com		
Correspondent Name:	Elaine Meyrick Thrings LLP		
Address Line 1:	The Paragon		
Address Line 2:	32 Counterslip		
Address Line 4:	Bristol, UNITED KINGDOM BS16BX		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

This agreement is dated 31 October 2011

PARTIES

- (1) Love Labs LLP registered in England and Wales with number OC313665 whose registered office is at C/o R A Leslie & Co, The Old School House Tormarton, Badminton, Gloucestershire, GL9 1HZ (**Assignor**).
- (2) Lovehoney Limited incorporated and registered in England and Wales with company number 04637868 whose registered office is at 100 Locksbrook Road, Bath, United Kingdom, BA1 3EN (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Mark (as defined below).
- (B) The Assignor has agreed to assign the Trade Mark to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Trade Mark: short particulars of which are set out in the Schedule.

VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing, or supplemental to, that Directive or any predecessor to it, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.6 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 preceding those terms.

2. **ASSIGNMENT**

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Mark, including:

- (a) all statutory and common law rights attaching to the Trade Mark, together with the goodwill derived from the use of the Trade Mark; and
- (b) 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 the Trade Mark whether occurring before, on or after the date of this agreement.

3. **VAT**

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. **WARRANTIES**

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Mark; and
- (b) the Trade Mark is free from any security interest, option, mortgage, charge or lien.

5. **FURTHER ASSURANCE**

5.1 The Assignor shall, at its own 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 reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including but not limited to registration of the Assignee as applicant or registered proprietor of the Trade Mark listed in the Schedule.

6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. WHOLE AGREEMENT

7.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

7.2 Each party acknowledges that, in entering into this agreement, 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 agreement.

7.3 Nothing in this clause 7 shall limit or exclude any liability for fraud.

8. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. SEVERANCE

9.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

9.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is

legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

10. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

11. NOTICE

Any notice or other communication required to be given under this letter 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 each party required to receive the notice or communication, at the addresses set out on page 1 of this assignment.

11.1 A notice or other communication is deemed to have been received (provided that all other requirements in this clause have been satisfied):

- (a) if delivered personally, when left at the address and for the contact referred to in this clause 11; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am two Business Days after from the date of posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12. GOVERNING LAW AND JURISDICTION

12.1 This agreement 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) will be governed by and construed in accordance with the law of England and Wales.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

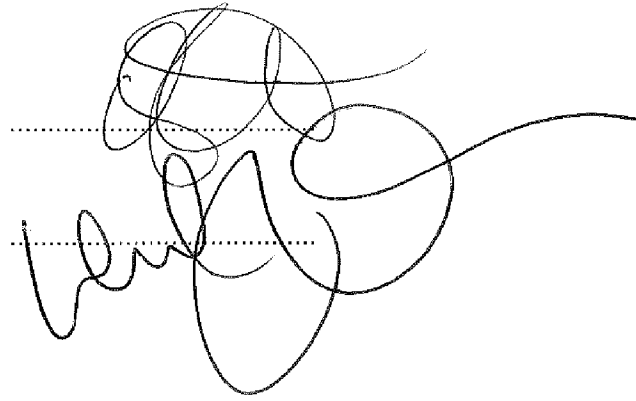
This agreement has been entered into on the date stated at the beginning of this agreement.

Schedule Trade Mark

Registration Number	Jurisdiction	Mark	Filing Date	Registration Date
3297773	US (Federal)	iBUZZ	24.05.2006	25.09.2007

Signed by Richard Longhurst for
and on behalf of Love Labs LLP

Signed by Neal Slateford for and
on behalf of Lovehoney Limited

A handwritten signature in black ink, appearing to be 'Richard Longhurst', written over two horizontal dotted lines. The signature is highly stylized and cursive.