

## 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
Christopher & Christopher, LLC		09/05/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Todd Christopher International LLC		
Street Address:	4027 Tampa Road, Suite 3200		
City:	Oldsmar		
State/Country:	FLORIDA		
Postal Code:	34677		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85701050	OGX	
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:	rxa@cll.com		
Correspondent Name:	Kieran G. Doyle		
Address Line 1:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-6799		
ATTORNEY DOCKET NUMBER:	28315.001 KGD		
NAME OF SUBMITTER:	Kieran G. Doyle		
Signature:	/Kieran G. Doyle/		
Date:	09/19/2013		

OP \$40.00 85701050

Total Attachments: 4

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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (“Assignment”), effective as of September 5, 2013 (“Effective Date”), is from **CHRISTOPHER & CHRISTOPHER, LLC**, a limited liability company formed under the laws of Florida (“Assignor”), to **TODD CHRISTOPHER INTERNATIONAL LLC**, a limited liability company formed under the laws of Florida (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor owns the trademarks and trademark applications and/or registrations listed in the attached Schedule A (the “Trademarks”);

WHEREAS, Assignor entered into a Contribution Agreement (the “Contribution Agreement”), dated September 5, 2013, with Assignee; and

WHEREAS, pursuant to the Contribution Agreement, Assignee has agreed to acquire the Trademarks and the goodwill of the business in which the Trademarks are used and that is symbolized by the Trademarks, and Assignor desires to assign its rights in the Trademarks and such goodwill to Assignee.

NOW, THEREFORE, for the consideration stated in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee (i) all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business in which the Trademarks is used and that is symbolized by the Trademarks, (ii) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, dilutions or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment had not been made (together, the “Assigned Rights”).

Upon request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title and interest in and to the Assigned Rights as granted to Assignee.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making

proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

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IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNOR:**

**CHRISTOPHER & CHRISTOPHER, LLC**

BY: \_\_\_\_\_

NAME: Todd Christopher

TITLE: President

**ASSIGNEE:**

**TODD CHRISTOPHER INTERNATIONAL  
LLC**

BY: \_\_\_\_\_

NAME: Todd Christopher

TITLE: President

*Signature Page to the Instrument of Assignment – Trademarks*

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Country</u>
OGX	85/701,050	8/10/12	United States