

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
Rulder International Inc.		11/27/2013	CORPORATION: PANAMA
RECEIVING PARTY DATA			
Name:	Pacific Global Management S.a.r.l.		
Street Address:	28, Boulevard d'Avranches		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1160		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3922921	WDIRECT	
Registration Number:	2988682	SUPREME	
Registration Number:	3039241	WOMEN MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2125000021		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	office@cglawny.com		
Correspondent Name:	Carlo Giovannetti		
Address Line 1:	44 Wall Street, 10th Floor		
Address Line 4:	New York, NEW YORK 10005		
DOMESTIC REPRESENTATIVE			
Name:	Carlo Giovannetti		
Address Line 1:	44 Wall Street, 10th Floor		
Address Line 4:	New York, NEW YORK 10005		

OP \$90.00 3922921

NAME OF SUBMITTER:	CARLO GIOVANNETTI
Signature:	/CARLO GIOVANNETTI/
Date:	02/11/2014
Total Attachments: 6 source=TM Assignment Agreement Rulder - PGM 2013-11-27#page1.tif source=TM Assignment Agreement Rulder - PGM 2013-11-27#page2.tif source=TM Assignment Agreement Rulder - PGM 2013-11-27#page3.tif source=TM Assignment Agreement Rulder - PGM 2013-11-27#page4.tif source=TM Assignment Agreement Rulder - PGM 2013-11-27#page5.tif source=TM Assignment Agreement Rulder - PGM 2013-11-27#page6.tif	

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment"), dated as of October November 27, 2013 (the "Effective Date"), is by and between Rulder International Inc., a Panamanian corporation ("Assignor") and Pacific Global Management S.a.r.l., a Luxembourg company ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, Assignor, Assignee, and the other parties thereto, have entered into that certain Sale and Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title, and interest in and to certain trademark assets, including those Trademarks forth on Schedule A hereto (the "Assigned Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Marks throughout the world, and all applications, registrations, and renewals therefor, together with the goodwill symbolized thereby, and the rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) grant licenses or other interests therein, (c) sue for past, present and future infringement, dilution, or other violation thereof and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

2. Recordation. Assignor hereby requests that the Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the owner of the Assigned Marks, and issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assurances. Assignor agrees to take such further action and to execute such additional documents as Assignee may reasonably request in order to evidence,

perfect, or effectuate this Assignment with the applicable government entities or registrars, and to otherwise carry out and fulfill the purposes and intent of this Assignment.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

Rulder International Inc.

By: Maira I. Guevara
Name: Maira Itzel Guevara
Title: Director

[Signature Page to Trademark Assignment Agreement]

Acknowledged and Accepted:

ASSIGNEE:

Pacific Global Management S.a.r.l.

By: 
Name: Stefania Valenti
Title: Director

By: _____
Name: Paolo Barbieri
Title: Director

[Signature Page to Trademark Assignment Agreement]

Acknowledged and Accepted:

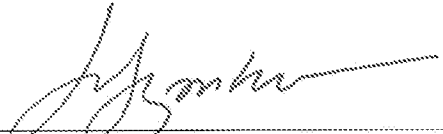
ASSIGNEE:

Pacific Global Management S.a.r.l.

By: _____

Name: Stefania Valenti

Title: Director

By:  _____

Name: Paolo Barbieri

Title: Director

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005213 FRAME: 0882

SCHEDULE A

ASSIGNED MARKS

The Assigned Marks shall include all trademarks owned by Rulder International Inc., whether registered, pending registration, or unregistered, which are used or held for use in connection with the business of the Acquired Companies, including but not limited to the following:

U.S. Registered Trademarks

Trademark	Application Number Application Date	Registration Number Registration Date	Status
WDIRECT	85079587 7/7/2010	3922921 2/22/2011	REGISTERED
SUPREME	76592751 5/7/2004	2988682 8/30/2005	REGISTERED
WOMEN MANAGEMENT	76592750 5/7/2004	3039241 1/10/2006	REGISTERED