

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S247 Brands Limited		09/16/2014	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Shop247.com, Inc.		
Street Address:	16 Sunset Way		
Internal Address:	#110/120		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89014		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4374336	NORTH GEAR	
Registration Number:	4464629	NORTH GEAR	
Serial Number:	86087631	CC CIRO CITTERIO	
Serial Number:	86183143	SWISS SC CASE	
CORRESPONDENCE DATA			
Fax Number:	3108205988		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-207-3800		
Email:	dax_alvarez@bstz.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	006047.A002		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/dax alvarez/		
DATE SIGNED:	09/16/2014		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS
AND TRADEMARK APPLICATIONS
AND REGISTRATIONS THEREOF

WHEREAS, S247 Brands Limited, a United Kingdom private limited company having an address at 4 Wellington Circus, Nottingham, United Kingdom NG1 5AL ("Assignor") has acquired or adopted, and used, and thereby owns all rights, title and interests in and to (i) the trademarks; and (ii) the trademark registrations identified in Schedule A attached hereto and by this reference incorporated into and made a part hereof (hereinafter collectively referred to as the "Marks"), together with the goodwill of the business appurtenant to said Marks;

WHEREAS, Shop247.com, Inc., a Delaware corporation, having a place of business at 16 Sunset Way, #110/120, Henderson, Nevada 89014, ("Assignee") is desirous of acquiring said Marks; and

WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in and to the Marks and the goodwill appurtenant thereto, to Assignee, Assignor is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks identified in said Schedule A, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

Assignor hereby represents and warrants that, to the best of its knowledge it is the sole owner of the Marks and the goodwill associated therewith.

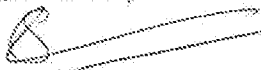
Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment with any agency, office or authority in any and all jurisdictions and countries of the world, so as to establish Assignee as the owner of record of the Marks.

Assignor further agrees, at the request of Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with any agency, office or authority in any and all jurisdictions and countries of the world, so that Assignee's ownership of the Marks is duly made of record.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.


S247 BRANDS LIMITED
("ASSIGNOR")

Date: 9/16, 2014

By: 
Name: SIMON MILLINGTON
Title: CEO

SHOP247.COM, INC.
("ASSIGNOR")

Date: 9/16, 2014

By: 
Name: SIMON MILLINGTON
Title: PRESIDENT

SCHEDULE A

MARK	JURISDICTION	APP. NO./REG. NO.
WOODWORM and Logo	United States	3,976,558
NORTHGEAR and Design	United States	4,374,336
NORTHGEAR and Design	United States	4,464,629
CIRO CITTERIO and Logo	United States	86/087,631
SC SWISS CASE and Logo	United States	86/183,143