

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND TERMINATION AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Joel Primus		09/25/2014	INDIVIDUAL: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BlackIce by Design Inc.		
<b>Street Address:</b>	730 St. Clarens Avenue., Ste. 903		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77302916	BABY NAKED	
<b>Serial Number:</b>	76005995	NAKED BEACH	
<b>Serial Number:</b>	76005990	NAKED BEAUTY	
<b>Serial Number:</b>	76005988	NAKED BOYZ	
<b>Serial Number:</b>	76011962	NAKED DANCE	
<b>Serial Number:</b>	76005994	NAKED DESIRE	
<b>Serial Number:</b>	76005989	NAKED GIRL	
<b>Serial Number:</b>	76005985	NAKED SILHOUETTE	
<b>Serial Number:</b>	76005983	PLANET NAKED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<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>			
<b>Phone:</b>	(215) 299-2085		
<b>Email:</b>	IPDocket@foxrothschild.com		
<b>Correspondent Name:</b>	Michael J. Leonard / Fox Rothschild LLP		
<b>Address Line 1:</b>	Princeton Pike Corporate Center		
<b>Address Line 2:</b>	997 Lenox Drive, Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>ATTORNEY DOCKET NUMBER:</b>	134564.00001 PMK/ESP		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>TRADEMARK</b>			

OP \$240.00 77302916

<b>Name:</b>	Michael J. Leonard / Fox Rothschild LLP
<b>Address Line 1:</b>	Princeton Pike Corporate Center
<b>Address Line 2:</b>	997 Lenox Drive, Building 3
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311
<b>NAME OF SUBMITTER:</b>	Michael J. Leonard
<b>SIGNATURE:</b>	/michael leonard/
<b>DATE SIGNED:</b>	10/07/2014
<b>Total Attachments: 4</b> source=Assignment & Termination Agreement FINAL#page1.tif source=Assignment & Termination Agreement FINAL#page2.tif source=Assignment & Termination Agreement FINAL#page3.tif source=Assignment & Termination Agreement FINAL#page4.tif	

## ASSIGNMENT AND TERMINATION AGREEMENT

This Assignment and Termination Agreement (the "Assignment"), dated September 25, 2014 (the "Effective Date"), is among Joel Primus, a Canadian resident ("Assignor") and BlackIce by Design Inc., a Canadian Corporation and Diane Green, a Canadian resident (sometimes collectively referred to as "Assignees").

### RECITALS

A. On 16 April 2010, Assignee Diane Green filed and recorded a Request for Change of Name with the United States Patent and Trademark Office at Reel/Frame 4187/0486 which resulted in Assignor Joel Primus and Assignee BlackIce by Design Inc. being listed as the owners of various pending U.S. Trademark Applications including those set forth on attached Schedule A (the "Trademarks").

B. On 19 April 2010, Assignor and Assignees entered into that certain Trade-Mark Co-Ownership Agreement (the "Co-Ownership Agreement").

C. Assignor desires to assign any and all rights, title and interest in and to the Trademarks he may own or otherwise possess to Assignee BlackIce by Design Inc. and desires to terminate the Co-Ownership Agreement, pursuant to the terms and conditions of this Assignment.

D. Assignee BlackIce by Design Inc. desires to terminate the Co-Ownership Agreement and be named as the sole owner of record for the Trademarks, pursuant to the terms and conditions of this Assignment.

E. Assignee Diane Green desires to terminate the Co-Ownership Agreement and permit Assignee BlackIce by Design Inc. to be named as the sole owner of record for the Trademarks, pursuant to the terms and conditions of this Assignment.

### AGREEMENT

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

1. Assignment and Termination. In exchange for the payment of \$10.00 and for other good and valuable consideration, Assignor hereby assigns to Assignee BlackIce by Design Inc. any and all rights, title and interest in and to the Trademarks, including any good will associated therewith and Assignee BlackIce by Design Inc. hereby assumes any and all rights, title and interest in and to the Trademarks, including any good will associated therewith. Assignee BlackIce by Design Inc. hereby consents to the termination of the Co-Ownership Agreement as of the Effective Date.

2. Consent and Termination. Assignee Diane Green hereby consents to the assignment described in Section 1 and to the termination of the Co-Ownership Agreement as of the Effective Date.

3. Waiver and Release. For good and valuable consideration, including, without limitation, the receipt of consideration arising out of the Assignment, Assignees, on behalf of their officers, directors and employees, including without limitation, any and all respective successors, heirs and assigns (collectively, the "Releasing Party") does hereby irrevocably release, remise, waive and forever discharge Assignor, and his employees, agents, attorneys, affiliates, subsidiaries, successors, heirs and assigns (collectively, the Released Parties"), for, from and against any and all liability, claims (monetary or otherwise), demands, damages, costs (including, without limitation, attorneys' fees and expenses), losses, compensation, interest and any and all other liabilities (collectively, "Claims") that any Releasing Party has had, presently has or in the future may have against the Released Parties.

4. Further Documents. At any time, upon request of the other party, Assignor or Assignees will perform, execute, acknowledge and deliver all further transfers, documents, instruments, and assurances as may be necessary or appropriate to effectuate the transactions contemplated by this Assignment.

5. Governing Law. This Assignment will be governed by and construed in accordance with New York law.

6. Representation by Counsel. Each of the parties has been represented by or has had the opportunity to be represented by legal counsel of their own choice.

7. Counterparts. This Assignment may be signed in one or more counterparts, each of which will be deemed to be an original and together will constitute one and the same instrument.

*[Signature blocks appear on the following page.]*

IN WITNESS WHEREOF, the parties executed this Assignment and it shall be effective as of the Effective Date.

Date: Oct 2 2014

ASSIGNOR:

By: 

Joel Primus

ASSIGNEES:

BLACKICE BY DESIGN INC.

Date: Sept 25 2014

By: 

Evan Horner, President/CEO

DIANE GREEN

Date: Sept 25 2014

By: 

**SCHEDULE A – TRADEMARKS**

<b>MARK</b>	<b>SERIAL NO.</b>
<b>BABY NAKED</b>	<b>SN: 77-302916</b>
<b>NAKED BEACH</b>	<b>SN: 76-005995</b>
<b>NAKED BEAUTY</b>	<b>SN: 76-005990</b>
<b>NAKED BOYZ</b>	<b>SN: 76-005988</b>
<b>NAKED DANCE</b>	<b>SN: 76-011962</b>
<b>NAKED DESIRE</b>	<b>SN: 76-005994</b>
<b>NAKED GIRL</b>	<b>SN: 76-005989</b>
<b>NAKED SILHOUETTE</b>	<b>SN: 76-005985</b>
<b>PLANET NAKED</b>	<b>SN: 76-005983</b>