

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319615

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BlackIce by Design Inc.		09/25/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Naked Brand Group, Inc.		
<b>Street Address:</b>	311 S. Division Street		
<b>City:</b>	Carson City		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89703		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77302916	BABY NAKED	
<b>Serial Number:</b>	75568493	NAKED ATHLETICS	
<b>Serial Number:</b>	77838986	NAKED ATTRACTION	
<b>Serial Number:</b>	76005995	NAKED BEACH	
<b>Serial Number:</b>	76005990	NAKED BEAUTY	
<b>Serial Number:</b>	77838931	NAKED BOUND	
<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>	77838995	NAKED ECSTASY	
<b>Serial Number:</b>	77839015	NAKED EROTICA	
<b>Serial Number:</b>	77839007	NAKED FANTASY	
<b>Serial Number:</b>	76005989	NAKED GIRL	
<b>Serial Number:</b>	77838973	NAKED INNOCENCE	
<b>Serial Number:</b>	77838950	NAKED KISS	
<b>Serial Number:</b>	77839041	NAKED LOVE	
<b>Serial Number:</b>	77838962	NAKED OBSESSION	
<b>Serial Number:</b>	76005985	NAKED SILHOUETTE	
<b>Serial Number:</b>	76005983	PLANET NAKED	

OP \$490.00 77302916

**CORRESPONDENCE DATA****Fax Number:** 6098961469*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.***Phone:** (215) 299-2085**Email:** ipdocket@foxrothschild.com**Correspondent Name:** Michael J. Leonard / Fox Rothschild LLP**Address Line 1:** Princeton Pike Corporate Center**Address Line 2:** 997 Lenox Drive, Building 3**Address Line 4:** Lawrenceville, NEW JERSEY 08648-2311**ATTORNEY DOCKET NUMBER:** 134564.00001 MJL/ESP**NAME OF SUBMITTER:** Michael J. Leonard**SIGNATURE:** /michael leonard/**DATE SIGNED:** 10/09/2014**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made this 25<sup>th</sup> day of September, 2014 by BlackIce by Design Inc., a Canada Corporation, (hereinafter "Assignor") in favor of Naked Brand Group, Inc., a Nevada corporation (hereinafter "Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Trademark Purchase Agreement dated September 25, 2014 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: those United States and Canada trademark registrations and applications set forth on Schedule A and collectively referred to herein as the "Trademarks"); and (b) the goodwill of the business associated with the Trademarks;

**WHEREAS**, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks are used; and

**WHEREAS**, Assignor is executing and delivering this Assignment in connection with and in order to satisfy a condition to the consummation of the transactions contemplated by the Purchase Agreement.

**NOW THEREFORE**, in consideration of the Purchase Price provided for in the Purchase Agreement and other good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks and all rights associated therewith including, without limitation, common law rights and the right to sue for past, present and future infringement thereof, together with the goodwill associated with the Trademarks and the business in connection with which the Trademarks have been or are used.

2. Nonimpairment of Purchase Agreement. Neither the making nor the acceptance of this Assignment shall modify or alter the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any rights, liabilities, duties or obligations enjoyed by or imposed upon any of them under the Purchase Agreement including, without limitation, the representations and warranties thereof.

3. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patents and Trademarks Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various jurisdictions affected to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

4. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise.

5. Further Assurances. Upon the request of the Assignee, or in case for any reason the Power of Attorney set forth in Section 4 is insufficient to effect the assignment set forth in Section 1 or effect any other purpose set forth in Section 4, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as the Assignee may reasonably request to effectuate fully the assignment contained in Section 11 and the purposes set forth in Section 4.

6. Binding Effect and Governing Law. This Assignment is binding on Assignor and its successors and permitted assigns, and will inure to the benefit of Assignee and its successors and assigns, and shall be governed as to its validity, interpretation and effect by the laws of the State of New York without giving effect to any conflict or choice of law provision or rule that would cause the application of the laws of any jurisdiction other than New York.

7. Counterparts; Amendment. This Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused their respective duly authorized representative to execute and deliver this Trademark Assignment as of the dates set forth below.

BLACKICE BY DESIGN, INC.

By: EVAN HORNER  
Name: Evan Horner  
Title: President/CEO  
Date: Sept 25-2014

NAKED BRAND GROUP, INC.

By: Carole Hochman  
Name: CAROLE HOCHMAN  
Title: CEO  
Date: 10-1-14

## SCHEDULE A – TRADEMARKS

United States

Mark	Ser./Reg./App. No.
BABY NAKED	SN:77-302916
NAKED ATHLETICS	SN:75-568493 RN:3,974,743
NAKED ATTRACTION	SN:77-838986 RN:4,392,517
NAKED BEACH	SN:76-005995
NAKED BEAUTY	SN:76-005990
NAKED BOUND	SN:77-838931 RN:4,392,513
NAKED BOYZ	SN:76-005988
NAKED DANCE	SN:76-011962
NAKED DESIRE	SN:76-005994
NAKED ECSTASY	SN:77-838995 RN:4,392,518
NAKED EROTICA	SN:77-839015 RN:4,392,520
NAKED FANTASY	SN:77-839007 RN:4,392,519
NAKED GIRL	SN:76-005989
NAKED INNOCENCE	SN:77-838973 RN:4,392,516

Mark	Ser./Reg./App. No.
NAKED KISS	SN:77-838950 RN:4,392,514
NAKED LOVE	SN:77-839041 RN:4,392,521
NAKED OBSESSION	SN:77-838962 RN:4,392,515
NAKED SILHOUETTE	SN:76-005985
PLANET NAKED	SN:76-005983

# CANADA

Mark	Ser./Reg./App. No.
BABY NAKED	RN: 837188 AN: 1456920
CLUB NAKED	RN: 701989 AN: 0873174
NAKED AMBITION	RN: 670084 AN: 0865628
NAKED ATHLETICS	RN: 676752 AN: 0879095
NAKED ATTRACTION	RN: 670083 AN: 0872671
NAKED BEACH	RN: 676755 AN: 0873144
NAKED BEAUTY	RN: 670082 AN: 0873300
NAKED BOUND	RN: 670081 AN: 0873149
NAKED DANCE	RN: 720330 AN: 0873140
NAKED DESIRE	RN: 680045 AN: 0873299

Mark	Ser./Reg./App. No.
NAKED ECSTASY	RN: 676754 AN: 0873136
NAKED EMOTION	RN: 670080 AN: 0873143
NAKED EROTICA	RN: 701730 AN: 0873148
NAKED FANTASY	RN: 676751 AN: 0873138
NAKED GIRL	RN: 720329 AN: 0873150
NAKED INNOCENCE	RN: 676750 AN: 0873141
NAKED LOVE	RN: 665628 AN: 0873142
NAKED OBSESSION	RN: 676756 AN: 0873145
PLANET NAKED	RN: 676753 AN: 0873135