

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moshe Laniado		10/24/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Swimsuits For All, LLC		
Street Address:	2 Industrial Drive		
Internal Address:	Suites A & B, First Tech Plaza		
City:	Cliffwood Beach		
State/Country:	NEW JERSEY		
Postal Code:	07735		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86508043	LIFE IS BETTER IN A SWIMSUIT	
Registration Number:	4594482	TROPICULTURE	
Registration Number:	4279995	B. BELLE	
Registration Number:	4362396	SWIM SEXY	
Registration Number:	4273392	HIGH PERFORMANCE AT EVERY CURVE	
Registration Number:	4302623	S4A	
Registration Number:	4343473	DESIGN FIT	
Registration Number:	4597595	AQUABELLE	
Registration Number:	4173040	INFINITY BLU	
Registration Number:	3813942	SWIMSUITSFORALL.COM	
Registration Number:	3838664	BEACH BELLE	
CORRESPONDENCE DATA			
Fax Number:	3175363031		
<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:	212-613-9542		
Email:	intellectual.property@fbbrands.com		
Correspondent Name:	Marc S. Goldfarb		
Address Line 1:	2300 Southeastern Avenue		

TRADEMARK

Address Line 4: Indianapolis, INDIANA 46201	
NAME OF SUBMITTER:	Marc S. Goldfarb
SIGNATURE:	/Marc S. Goldfarb/
DATE SIGNED:	03/03/2015
Total Attachments: 13 source=2014.10.24 S4A - (IP Assignment)#page1.tif source=2014.10.24 S4A - (IP Assignment)#page2.tif source=2014.10.24 S4A - (IP Assignment)#page3.tif source=2014.10.24 S4A - (IP Assignment)#page4.tif source=2014.10.24 S4A - (IP Assignment)#page5.tif source=2014.10.24 S4A - (IP Assignment)#page6.tif source=2014.10.24 S4A - (IP Assignment)#page7.tif source=2014.10.24 S4A - (IP Assignment)#page8.tif source=2014.10.24 S4A - (IP Assignment)#page9.tif source=2014.10.24 S4A - (IP Assignment)#page10.tif source=2014.10.24 S4A - (IP Assignment)#page11.tif source=2014.10.24 S4A - (IP Assignment)#page12.tif source=2014.10.24 S4A - (IP Assignment)#page13.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is entered as of October 24, 2014 by and between Swimsuits For All, LLC, a Delaware limited liability (“Company”), and Moshe Laniado (“Founder”). All terms capitalized and not otherwise defined in this Agreement will have the same meaning as defined in the Purchase Agreement (as defined below).

WHEREAS, prior to the date hereof, Swimsuits For All, Inc., a New Jersey corporation (“Predecessor”) merged with and into the Company (the “Reorganization Merger”);

WHEREAS, (a) immediately prior to the Reorganization Merger, Founder was the sole beneficial and record owner of all the of the outstanding capital stock of Predecessor and (b) following the Reorganization Merger, Seller is the sole beneficial and record owner of all of the issued and outstanding capital stock of Company;

WHEREAS, Company, and OSP Group Management Services, L.P., a New York limited partnership, are parties to that certain Equity Purchase Agreement dated as of October 24, 2014 (the “Purchase Agreement”);

WHEREAS, Seller is receiving consideration under the Purchase Agreement with respect to the transaction contemplated therein; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Founder hereby assigns to Company all right, title and interest (whether or not now existing) in (a) the subject matter referred to in Exhibit A (“Developments”), (b) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof and (c) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, sui generis database rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing ((a), (b) and (c) are collectively “Intellectual Property”), except for the intent-to-use trademark applications listed in Exhibit A (the “Intent-to-Use Trademark Applications”) and the subject matter thereof.

2. Intent-to-Use Trademark Applications. Founder hereby grants to Company, and Company hereby accepts, a perpetual, irrevocable, exclusive, worldwide, royalty-free, fully paid-up, transferable and sub-licensable (directly or indirectly through multiple tiers) right and license to use and display each of the trademarks that are the subject matter of the Intent-to-Use Trademark Applications on or in connection with the manufacture, packaging, marketing, advertising, promotion, and/or selling of products and services. Company agrees that the quality of the products and services provided by Company under such trademarks and the associated advertising and promotion will equal or exceed the standard of quality of the same or similar products and services sold by Company as of the date of this Agreement. The term of the licenses granted in this paragraph will be effective as of the date of this Agreement and will continue in effect until the applicable Intent-to-Use Trademark Assignment (as defined below) is executed and delivered to Company. Founder will cooperate with Company in the prosecution of each Intent-to-Use Trademark Application, including without limitation the timely

preparation and filing of a Statement of Use or Amendment to Allege Use thereof and Founder hereby assigns and, to the extent any such assignment cannot be made at present, will assign to Company all right, title and interest (whether or not now existing) in the each Intent-to-Use Trademark Application and the subject matter thereof, including any and all intellectual property rights and goodwill associated therewith, upon the filing and acceptance by the United States Patent and Trademark Office (“USPTO”) of such Statement of Use or Amendment to Allege Use.

3. Further Assurances; Moral Rights.

3.1 Founder will assist Company in every proper way to evidence, record and perfect the assignments under Sections 1 and 2 and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights, including without limitation by executing a Trademark Assignment instrument substantially in the form attached hereto as Exhibit B and, following filing and acceptance by the USPTO of each Intent-to-Use Trademark Application, executing and delivering to Company a Trademark Assignment instrument substantially in the form attached hereto as Exhibit C (each, an “Intent-to-Use Trademark Assignment”). If Company is unable for any reason whatsoever to secure Founder’s signature to any document requested by Company under this Section 2.1, Founder hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Founder’s agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Founder’s behalf and instead of Founder, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Founder.

3.2 To the extent allowed by law, Sections 1 and 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”). To the extent Founder retains any such Moral Rights under applicable law, Founder hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, Company; Founder will not to assert any Moral Rights with respect thereto. Founder will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. Confidential Information. Founder has not used or disclosed and will not use or disclose anything assigned to Company hereunder or any other technical or business information or plans of Predecessor or Company, except to the extent Founder can document that it was or is generally available (through no fault of Founder) for use and disclosure by the general public without any charge, license or restriction. Founder recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm Company and that Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

5. Warranty. Founder represents and warrants and, with respect to the Intent-to-Use Trademark Applications, covenants to Company that (a) Founder was and, with respect to each Intent-to-Use Trademark Application is until immediately prior to the assignment thereof to the Company, the sole owner (other than Predecessor or Company) of all rights, title and interest in the Intellectual Property and the Developments, (b) Founder has not assigned, transferred, licensed, pledged or otherwise encumbered and, with respect to each Intent-to-Use Trademark Application until immediately prior to the assignment thereof to the Company, will not assign, transfer, license, pledge or otherwise encumber any Intellectual Property or the Developments, or agreed or will agree to do so, (c) Founder has full power and authority to enter into this Agreement and has and, with respect to each Intent-to-Use Trademark Application will have until immediately prior to the assignment thereof to the Company, full power and authority to make

the assignments as provided in Sections 1 and 2, (d) there has been no and there is no violation, infringement or misappropriation of any third party's rights (or any claim thereof) by or in connection with the Intellectual Property or the Developments, (e) Founder was not and will not be acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Sections 1 and 2, and (f) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

6. Miscellaneous. This Agreement is not assignable or transferable by Founder without the prior written consent of Company; any attempt to do so will be void. Company may freely transfer and assign this Agreement. Any notice, report, approval or consent required or permitted hereunder will be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement will be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to Company and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement will be made by Founder without Company's prior written approval; however, approval for such disclosure will be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments will be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

SWIMSUITS FOR ALL, LLC

By: 

Name: Moshe Laniado

Title: President & CEO

Address:

2 Industrial Dr.

Keyport, NJ 07735

FOUNDER

By: 

Moshe Laniado

Address:

2126 East 19th St.

Brooklyn, NY 11229

Signature Page to Intellectual Property Assignment Agreement

EXHIBIT A

Subject Matter:

All technology, know-how, information, intellectual property and other materials for or relevant to swimwear and any other product developed or commercialized by Predecessor or Company and the designs, manufacturing, sale and marketing thereof including without limitation, all business plans, technical plans, specifications, templates, equipment, software, methods, apparatus, product designs, trademarks and domain names.

Intent-to-Use Trademark Applications:

Mark	Jurisdiction	Application No.
SEXY AT EVERY CURVE	United States	86322749
IT'S BETTER IN A SWIMSUIT	United States	86252586

EXHIBIT B
Form of Trademark Assignment

See attached.

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made effective this ____ day of ____, 2014, by and between Moshe Laniado, an individual residing at 2126 East 19th Street, Brooklyn, NY 11229 (“Assignor”) and Swimsuits For All, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at Suites A & B, First Tech Plaza, 2 Industrial Drive, Cliffwood Beach, NJ 07735 (“Assignee”).

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Schedule A attached hereto and incorporated herein by reference (the “Marks”);

WHEREAS, Assignor is the sole beneficial and record owner of all of the issued and outstanding capital stock of Assignee;

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Assignment Agreement dated October 24, 2014 (the “IP Assignment Agreement”), pursuant to which Assignor assigned or agreed to assign to Assignee all of Assignor’s intellectual property rights relating to Assignee’s business, specifically including all such rights in trademarks and any applications and registrations therefor; and

WHEREAS, Assignor is desirous of now confirming and memorializing the assignment of the Marks to Assignee, together with the goodwill of the business symbolized thereby, and any applications and registrations therefor.

NOW, THEREFORE, in consideration of the premises set forth above and in the IP Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor’s entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee’s sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which will be deemed an original, and each of which will be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Moshe Laniado

Signature : _____

ASSIGNEE: Swimsuits For All, LLC

Signature: _____

Name: _____

Title: _____

SCHEDULE A
Marks

Mark	Jurisdiction	Application No.	Registration No.
SHORE CLUB	United States	86110367	
TROPICULTURE	United States	86110363	4594482
B. BELLE	United States	85699688	4279995
SWIM SEXY	United States	85675290	4362396
HIGH PERFORMANCE AT EVERY CURVE	United States	85550416	4273392
S4A	United States	85537374	4302623
DESIGN FIT	United States	85537163	4343473
AQUABELLE	United States	85537153	4597595
INFINITY BLU	United States	85438560	4173040
SWIMSUITSFORALL.COM	United States	77873100	3813942
BEACH BELLE	United States	77651749	3838664

EXHIBIT C
Form of Trademark Assignment for Intent-to-Use Applications

See attached.

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this ____ day of ____, 201__, by and between Moshe Laniado, an individual residing at 2126 East 19th Street, Brooklyn, NY 11229 ("Assignor") and Swimsuits For All, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at Suites A & B, First Tech Plaza, 2 Industrial Drive, Cliffwood Beach, NJ 07735 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Schedule A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor was the sole beneficial and record owner of all of the issued and outstanding capital stock of Assignee;

WHEREAS, Assignor and Assignee entered into that certain Intellectual Property Assignment Agreement dated October 24, 2014 (the "IP Assignment Agreement"), pursuant to which Assignor assigned or agreed to assign to Assignee all of Assignor's intellectual property rights relating to Assignee's business, specifically including all such rights in trademarks and any applications and registrations therefor; and

WHEREAS, Assignor is desirous of now confirming and memorializing the assignment of the Marks to Assignee, together with the goodwill of the business symbolized thereby, and any applications and registrations therefor.

NOW, THEREFORE, in consideration of the premises set forth above and in the IP Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which will be deemed an original, and each of which will be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Moshe Laniado

Signature : _____

ASSIGNEE: Swimsuits For All, LLC

Signature: _____

Name: _____

Title: _____

SCHEDULE A
Marks

Mark	Jurisdiction	Application No.	Registration No.
SEXY AT EVERY CURVE	United States	86322749	
IT'S BETTER IN A SWIMSUIT	United States	86252586	