

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everine Fashions Limited		09/01/2014	LIMITED LIABILITY COMPANY: HONG KONG
RECEIVING PARTY DATA			
Name:	Life After Denim, Inc.		
Street Address:	8322 Beverly Boulevard		
Internal Address:	Suite 202		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3606501	LIFE AFTER DENIM	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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:	714-641-5100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindsay J. Hulley c/o Rutan & Tucker LLP		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	14th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	028799.0010T		
NAME OF SUBMITTER:	Lindsay J. Hulley		
SIGNATURE:	/Lindsay J. Hulley/		
DATE SIGNED:	03/05/2015		
Total Attachments: 4			
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DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is effective as of September 1, 2014

BETWEEN

(1) **EVERINE FASHIONS LIMITED** (常盛時裝有限公司), a company incorporated under the laws of Hong Kong with registered address at 5/F., Fuk Chiu Factory Building, 20 Bute Street, Mongkok Kowloon, Hong Kong (“**Assignor**”)

(2) **LIFE AFTER DENIM, INC**, a company incorporated in the State of California, of the United States of America whose executive office is at 8322 Beverly Blvd., Suite 202, Los Angeles, California, 90048, United States of America (the “**Assignee**”).

WHEREAS

(A) The Assignor is the owner of the trademark assets (the “**Trademark Assets**”) as described in Exhibit A attached hereto and incorporated by reference herein, together with any goodwill and all other corresponding rights that are or may be secured under the laws of the United States and any other country, now or hereafter in effect, arising from and in connection with the usage of the Trademark Assets (the “**Goodwill**”).

(B) The Assignor has entered into an Asset Purchase Agreement with the Assignee (the “**Agreement**”), pursuant to which the Assignor has agreed to transfer the Trademark Assets and the Goodwill to the Assignee.

(C) The Assignor desires to convey, transfer, assign and deliver to the Assignee all of its right, title, and interest in and to the Trademark Assets and the Goodwill.

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 In this Assignment (save to the extent that the context requires otherwise) terms defined in the Agreement and which are used in this Assignment (where not otherwise defined herein) shall bear the meanings ascribed to them in the Agreement.

1.2 The headings in this Assignment do not affect its interpretation.

2. ASSIGNMENT

In consideration of the payment of one Hong Kong Dollar (HK\$1.00), the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor’s right, title, and interest of whatever kind in and to the Trademark Assets, the Intellectual Property Rights, and the Goodwill, together

with (1) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Trademark Assets, including without limitation, damages, and payments for past, present or future infringements and misappropriations of the Trademark Assets; and (2) all rights to sue for past, present, and future infringements or misappropriations of the Trademark Assets.

3. FURTHER ACTION

The Assignor will at the request of the Assignee: (1) do all acts and execute all documents; (2) give all necessary notices and file and/or register any documents with any applicable authorities; (3) procure the execution of any documents and the deposing to or swearing of any declaration or oaths reasonably necessary or desirable for vesting absolutely all rights, title and interest in and to the Trademark Assets and the Goodwill in favour of the Assignee and for conferring on the Assignee's rights of action in relation to any infringement of any right, title and interest in the Trademark Assets and the Goodwill at or prior to the effective date of this Assignment; (4) render all assistance reasonably required by the Assignee; and (5) pending the dating, executing and making of such acts, documents, declarations, oaths and things, the Assignor shall hold the legal title in the Trademark Assets and the Goodwill in trust for the Assignee.

4. COUNTERPARTS

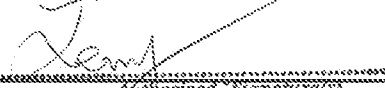
This Assignment may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together constitute the same document.

5. GOVERNING LAW

This Assignment is governed by and construed in accordance with the laws of Hong Kong and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any proceedings arising out of or in connection with this Assignment.

IN WITNESS whereof this Assignment has been executed by the parties hereto as a deed on the date first above written.

SIGNED BY [ZHANG Jing Wen / CHEUNG Shui Lin] for and on behalf of **Everine Fashions Limited** (常盛時裝有限公司)
for and on behalf of
EVERINE FASHIONS LIMITED

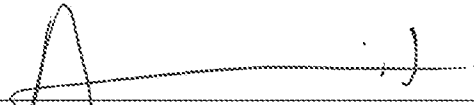


Authorized Signature(s)

In the presence of:



SIGNED BY ALEXIS FREY for and on behalf of LIFE AFTER DENIM, INC.



In the presence of:

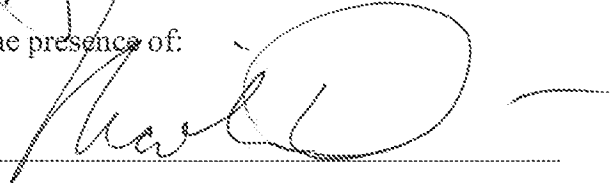


EXHIBIT A

TRADEMARK ASSETS

<u>Mark</u>	<u>Country</u>	<u>Trade Mark Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Renewal Date</u>
LIFE AFTER DENIM (letters only) (Class 18 & 25)	US	3,606,501	FEB 5, 2007	APR 14, 2009	APR 14, 2019
LIFE AFTER DENIM (letters only) (Class 18 & 25)	Canada	TMA782,109	FEB 6, 2007	NOV 10, 2010	NOV 9, 2025
LIFE AFTER DENIM (letters only) (Class 18 & 25)	EU	005667092	FEB 6, 2007	DEC 19, 2007	FEB 6, 2017
LIFE AFTER DENIM (letters only) (Class 25)	China	6273430	OCT 16, 2007	APR 28, 2010	APR 27, 2020
LIFE AFTER DENIM (letters only) (Class 25)	Hong Kong	301518174	JAN 8, 2010	JAN 8, 2010	JAN 7, 2020
LIFE AFTER DENIM (letters only) (Class 25)	Japan	5413499	OCT 1, 2010	MAY 20, 2011	MAY 20, 2021