

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PF Concept International B.V.		06/26/2014	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Polyflame Holding		
Street Address:	7 avenue du bouton d'or		
Internal Address:	Zone artisanale des petits carreaux		
City:	94370 SUCY EN BRIE		
State/Country:	FRANCE		
Entity Type:	Simplified joint stock company: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2966288	SPIRIT OF ST. LOUIS NEW YORK PARIS	
Registration Number:	1896686	SPIRIT OF ST. LOUIS NEW YORK PARIS	
CORRESPONDENCE DATA			
Fax Number:	9529120574		
<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:	952-253-4106		
Email:	trademark@alteralaw.com		
Correspondent Name:	Michael B. Lasky		
Address Line 1:	121 South 8th Street, Suite 650		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	4693.313US01		
DOMESTIC REPRESENTATIVE			
Name:	Michael B. Lasky		
Address Line 1:	121 South 8th Street, Suite 650		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Michael B. Lasky		
SIGNATURE:	/Michael B. Lasky/		

OP \$65.00 2966288

DATE SIGNED:

06/30/2015

Total Attachments: 4

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**AGREEMENT FOR THE ASSIGNMENT
OF IP RIGHTS**

By and between

PF CONCEPT INTERNATIONAL B.V. (formerly named POLLYFLAME INTERNATIONAL), a company registered under the laws of the Netherlands, registered under no.28034183, having its registered office at Kabelweg 1 – 2371 DX Roelofarendsveen – The Netherlands, represented by Ralf Oster,

Hereafter referred to as "Assignor"

Party of the first part,

And

POLYFLAME HOLDING (formerly named FINANCIERE FLAME), a French *société par actions simplifiée* registered with the Paris Register of Trade and Companies under n° 802 464 552, having its registered office at 130 avenue de Versailles, 75016 Paris (France), represented by Serge Amar,

Hereafter referred to as "Assignee"

Party of the second part.

WHEREAS:

Assignor owns the following Intellectual Property Rights in various countries and territories throughout the world:

- the trademarks listed in Annex 1 (hereafter referred as to the "Trademarks"),
- the designs listed in Annex 2 (hereafter referred as to the "Designs"),

Assignor wishes to assign its Trademarks and Designs to Assignee.

 **TRADEMARK** 

REEL: 005565 FRAME: 0907

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1: PURPOSE

- 1.1. Without any restrictions or reservations, Assignor hereby assigns, transfers and sells to Assignee, which accepts, the full and exclusive ownership of the Trademarks for all the goods and services they designate and the Designs, together with all the rights attached thereto whatever their nature.
- 1.2. This assignment includes all the past, present and future rights and actions attached to the Trademarks and Designs.

ARTICLE 2: UNDERTAKINGS OF ASSIGNOR

- 2.1 Assignor represents and warrants:
 - the actual existence of the Trademarks and Designs,
 - that it is the sole owner of the Trademarks and Designs.
- 2.2 Assignor warrants Assignee the quiet enjoyment of the Trademarks and Designs, and shall therefore refrain from taking any action likely to challenge the validity of the Trademarks, and Designs as well as any new filing or uses of identical rights.
- 2.3 Assignor declares that it has not granted any total or partial assignments, licenses to any third party, nor any other waivers, charges, liens or any encumbrance of any sort that could affect the scope and the use of the Trademarks and Designs, except any coexistence agreement that may have been signed with third parties prior to the present agreement.
- 2.4 Assignor declares that it has the full power to enter into this Agreement and that there is no right, obligation or stipulation contrary to the terms of this agreement.
- 2.5 As of the date hereof, Assignor undertakes not to exploit or use, whether directly or indirectly, the Trademarks and Designs, except if such exploitation is authorized by a valid written agreement between the Parties.

ARTICLE 3: PRICE

This assignment is entered into for the compulsory and final sum of € 50,000 (fifty thousand euros) upon the execution of the present assignment, to be paid either by a wire transfer to the account of Assignor or by means of a check made out and remitted to Assignor on the date of execution of the present agreement.

Any tax which would be due as a consequence of this agreement shall be borne by the Assignee only. Therefore, the transfer duties payable pursuant to S. 719 of the French Tax Code will be paid on due course to the competent entity by the Assignee who will bear all liabilities in this regard.

ARTICLE 4: SUBROGATION

- 4.1. In consideration of the assignment and from the execution hereof, Assignee shall be subrogated in all rights, liberties, obligations and actions of Assignor with respect to the assigned Trademarks and Designs, so that as from the signature of this assignment, it will have the full and whole property and use of the Trademarks and Designs.
- 4.2. Assignee will pay as from the signature of this assignment all the related expenses and in particular the taxes for the renewal of the Trademarks and Designs.
- 4.3. This assignment gives Assignee the right to act for any trademark and/or design infringements or acts of unfair competition as well as the right to carry out any proceedings to obtain the suspension of any and all trademark and/or design infringements and/or acts of unfair competition prior or subsequent to the aforementioned assignment, and to obtain compensation for all the related damage.
- 4.4. Assignee thus assigns to Assignor all the rights for bringing legal proceedings with respect to any trademark and/or design infringements, including those that occurred before this assignment.

ARTICLE 5: REGISTRATION

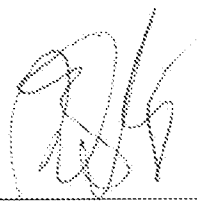
- 5.1. Assignee and Assignor shall equally bear the expenses related to the administrative formalities for the registration of this assignment with the corresponding Industrial property offices.
- 5.2. All powers are granted to the holder of a hard copy of this assignment to record said assignment with the corresponding Industrial property offices.


ARTICLE 6: GOVERNING LAW AND JURISDICTION

- 6.1. This settlement agreement shall be governed by French law.
- 6.2. Any dispute that might arise in connection with the interpretation, validity or performance hereof and its consequences, shall be submitted to the Paris First Instance Court (TGI de Paris) which the parties agree shall have exclusive jurisdiction.

Executed in Paris
On June 26, 2014
in four originals


For POLYFLAME HOLDING
Serge AMAR
President


For PF CONCEPT INTERNATIONAL B.V.
Ralf OSTER
Director

Trademark	Application Number	Registration Number	Application Date (YY/MM/DD)	Priority Date (YY/MM/DD)	Country of Origin	Class(es)	Agent	Owner	Registered Class(es)
	853268	TMA505238	11/02/1997	20/11/2018	Canada	09	V.O.	Polylane International BV	Registered
	1155316	1155316	28/02/1996	27/02/2018	China	9	V.O.		Registered
	1526323	1526323	28/04/1988	28/04/2019	France	08	V.O.		Registered
	1508221	1508221	12/01/1986	12/01/2019	France	8, 9, 14, 16, 18, 20, 25, 28, 34	V.O.		Registered
	9909427	200105508	19/07/1989	19/07/2018	Hong Kong	9	V.O.		Registered
	984261869	20014871	20/07/1999	19/07/2018	Hong Kong	11	V.O.		Registered
	984261869	20014872	20/07/1999	19/07/2018	Hong Kong	14	V.O.		Registered
	9909420	20010604	18/07/1999	19/07/2018	Hong Kong	16, 28	V.O.		Registered
	084311899	20014873	20/07/1999	19/07/2018	Hong Kong	18	V.O.		Registered
	084321899	20014874	20/07/1999	19/07/2018	Hong Kong	25	V.O.		Registered
	199906433	200105727	20/07/1999	19/07/2018	Hong Kong	28	V.O.		Registered
	094341999	20014875	20/07/1999	19/07/2018	Hong Kong	34	V.O.		Registered
	83132612	2378550	24/11/1988	28/02/2022	Japan	09, 14	V.O.		Registered
	83132614	2383487	24/11/1988	28/02/2022	Japan	14, 34	V.O.		Registered
	1144115	2429560	18/12/1988	30/06/2022	Japan	09, 16, 34	V.O.	Registered	
	1859264	0331508	13/08/1994	17/01/2016	South Korea	1, 34	V.O.	Registered	
	97-35411	1998-0005725	30/07/1997	23/10/2018	South Korea	34	V.O.	PF Concept International BV	Registered
	97-35414	426348	30/07/1997	23/10/2018	South Korea	14, 18	V.O.		Registered
	2008-25181	432745	30/07/1997	09/12/2018	South Korea	14, 25, 28	V.O.		Registered
	2008-22040	428324	30/07/1997	23/10/2018	South Korea	14	V.O.		Registered
	97-35416	438016	30/07/1997	23/01/2019	South Korea	9	V.O.		Registered
	97-35413	444412	30/07/1997	17/03/2019	South Korea	34	V.O.		Registered
	97-35412	445187	30/07/1997	26/03/2018	South Korea	16	V.O.		Registered
	83050824	892131	03/08/1984	30/08/2015	Taiwan	09	V.O.		Registered
	1423756	1423756	02/04/1980	02/04/2017	UK	14, 16, 34	V.O.		Registered
	1381260	1381260	20/04/1986	20/04/2016	UK	09	V.O.		Registered
1570695	1570695	20/04/1984	29/04/2021	UK	18	V.O.	Registered		
1570696	1570696	29/04/1984	29/04/2021	UK	25	V.O.	Registered		
78278383	2,995,398	24/07/2003	12/07/2015	USA	09	V.O.	Registered		
74147582	1,896,886	15/03/1981	30/03/2015	USA	14, 16, 18, 34	V.O.	Registered		