

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tutu Couture, LLC		12/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	International Intimates, Inc.		
Street Address:	31 West 34th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4189957	TUTU COUTURE	
CORRESPONDENCE DATA			
Fax Number:	2123820888		
<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:	212-382-0700		
Email:	clapolla@ostrolenk.com		
Correspondent Name:	Charles P. LaPolla		
Address Line 1:	1180 Avenue of the Americas, 7th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	T/1708-271 V35544		
NAME OF SUBMITTER:	Charles P. LaPolla		
SIGNATURE:	/charles p lapolla/		
DATE SIGNED:	12/09/2015		
Total Attachments: 3			
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OP \$40.00 4189957

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is effective as of December 8, 2015 by and between TUTU COUTURE, LLC, a Delaware limited liability company with a business address at 3101 Claremont Road, Suite G, Atlanta, GA 30329 (the "Assignor"), and INTERNATIONAL INTIMATES INC., a Delaware corporation with an address at 31 W. 34th Street, 9th Floor, New York, NY 10001 (the "Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to that certain Trademarks "Tutu Couture", U.S. Registration No. 4189957 (collectively the "Intellectual Property").

NOW, THEREFORE, for [REDACTED] in United States currency) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignment

Assignor hereby irrevocably assigns to the Assignee throughout the universe all right, title and interest (choate or inchoate) in and to all of the Intellectual Property, including all trademark rights and all other intellectual and industrial property rights of any sort in any applicable jurisdiction, including causes of action for past or future infringement, all licenses or other contracts for or related to the Intellectual Property, and all goodwill of the business incorporated or embodied in or related to any of the Intellectual Property in all languages and in all media and forms of expression and communication now known or later developed.

2. Further Assurances; Moral Rights

2.1 Assignor agrees to assist the Assignee in every legal way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Section 2.1, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents, as its agent and attorney-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, 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 Assignor.

2.2 To the extent allowed by law, Section 1 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 Assignor retains any such Moral Rights under applicable law anywhere in the universe, Assignor hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Assignee;

Assignor agrees not to assert any Moral Rights with respect thereto. Assignor will confirm any such ratifications, consents and agreements from time to time as requested by Assignee.

2.3 Notwithstanding the foregoing, Assignor shall remain responsible and liable for paying, performing and discharging any claims, obligations or liabilities prior to or after the date hereof, whether known, unknown, asserted or unasserted, that the Intellectual Property assigned hereby infringes on the rights of any third party.

3. Miscellaneous

3.1 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

3.2 This Agreement may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Facsimile and electronic signatures shall be deemed to have the same force and effect as original signatures.

3.3 This Agreement shall be deemed to have been made in, and shall be construed and enforced pursuant to the laws of the State of New York in the United States without regard to conflicts of laws provisions thereof. Any suit, action or legal proceeding arising out of or relating to this Assignment shall be brought exclusively in the courts of record of the State of New York in New York County or the District Court of the United States, Southern District of New York. Assignor (a) consents to the jurisdiction of each such court in any suit, action or proceeding; (b) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (c) agrees that service of any court paper may be effected on such party by mail, as provided in the Purchase Agreement of even date between Assignor and Assignee, or in such other manner as may be provided under applicable laws or court rules in said state.

3.5 This Agreement can be amended, supplemented or changed, and any provision hereof may be waived, only by a written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, change or waiver is sought.

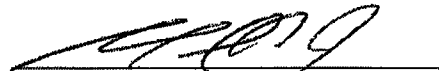
[Signature page follows]

IN WITNESS WHEREOF, Assignor has executed this Agreement effective as of the day and year first indicated above.

Assignor

TUTU COUTURE, LLC

By:



Name: Michael A. Jenkins

Title: CFO

721480-2

RECORDED: 12/09/2015

TRADEMARK
REEL: 005684 FRAME: 0952