

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fashioneast Limited		12/01/2015	LIMITED LIABILITY COMPANY: GUERNSEY
RECEIVING PARTY DATA			
Name:	Fashioneast S.A.R.L.		
Street Address:	51, Allée Scheffer		
City:	Luxembourg City		
State/Country:	UNITED STATES		
Postal Code:	L-2520		
Entity Type:	LIMITED LIABILITY COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3008500	JOHN RICHMOND	
Registration Number:	1887242	JOHN RICHMOND	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	4045818445		
Email:	cmurphy@jonesday.com		
Correspondent Name:	Charlotte K. Murphy		
Address Line 1:	1420 Peachtree Street NE		
Address Line 2:	Ste. 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	592724-600001		
DOMESTIC REPRESENTATIVE			
Name:	Charlotte K. Murphy		
Address Line 1:	1420 Peachtree Street NE		
Address Line 2:	Jones Day		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Charlotte K. Murphy		

CH \$65.00 3008500

SIGNATURE:	/Charlotte K. Murphy/
DATE SIGNED:	12/30/2015
Total Attachments: 6 source=Fashioneast Limited - Deed of Assignment 12.01.2015#page1.tif source=Fashioneast Limited - Deed of Assignment 12.01.2015#page2.tif source=Fashioneast Limited - Deed of Assignment 12.01.2015#page3.tif source=Fashioneast Limited - Deed of Assignment 12.01.2015#page4.tif source=Fashioneast Limited - Deed of Assignment 12.01.2015#page5.tif source=Fashioneast Limited - Schedule 1#page1.tif	

DATED December 1, 2015

- (1) FASHIONEAST LIMITED

- (2) FASHIONEAST S.A.R.L

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

EUI-1200326446v2

AR

THIS DEED is made the 11th day of December 2015

BETWEEN:

- (1) FASHIONEAST LIMITED a company incorporated in Guernsey with company number 61215 and whose registered office is at 13 North Esplanade, St Peter Port, Guernsey GY1 2LQ (the "Assignor"); and
 - (2) FASHIONEAST S.A.R.L a company incorporated in Luxembourg, Grand Duchy of Luxembourg and whose registered office is 51, Allée Scheffer, L-2520, Luxembourg ("the Assignee")
- (the "Parties")

RECITALS

The Assignor has agreed to assign to the Assignee the Transferred Assets referred to below, on the terms of this Deed.

NOW IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this agreement:

"Business" means the ownership and exploitation of the Trade Marks and the creation and realisation of products sold under the Trade Marks.

"Domain Name" means the domain name *www.johnrichmond.com*.

"Intellectual Property" means the Website IP, the Trade Marks, all goodwill in the Website IP and the Trade Marks and all other intellectual property rights relating to the Website IP and the Trade Marks in each case whether registered or unregistered and all rights and forms of protection having equivalent or similar effect anywhere in the world owned by the Assignor and used by it in connection with the Business.

"Trade Marks" means the trade marks owned by the Assignor listed in Schedule 1.

"Transferred Assets" means Intellectual Property.

"Website IP" means all Intellectual Property in the content (including images, videos, artwork and designs) of the website at the Domain Name as at the date of this Deed.

2. ASSIGNMENT

2.1 For the consideration of £1 paid by the Assignee (receipt of which the Assignor hereby expressly acknowledges), the Assignor hereby assigns, to the Assignee absolutely, all its right, title and interest in and to the Transferred Assets, including (without limitation):

2.2 The assignment pursuant to clause 2.1 includes (without limitation):

- (A) any goodwill attaching to any names and trade marks that constitute Transferred Assets and in respect of the business relating to the goods and services in respect of which the names and/or trade marks are registered or used;

- (B) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Transferred Assets whether occurring before, on, or after the date of this Deed, including the right to claim and retain damages and other relief obtained as a result of such proceedings;
- (C) the right to apply for, prosecute and obtain further registrations based on any and all of the Transferred Assets (including, without limitation, the right to claim priority);
- (D) the right to possession and exclusive use of all materials (in whatever media) relating to the Transferred Assets or any of them; and
- (E) the exclusive right for the Assignee and its successors to carry on its business under any unregistered trade marks included in the Transferred Assets and to represent itself as using such rights in succession to the Assignor.

2.3 The Assignor shall, at the Assignee's reasonable cost, perform (or procure the performance of) all further acts and things, execute and deliver (or procure the execution and delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Deed, including (without limitation):

- (A) registration of the Assignee as proprietor of any Transferred Assets at the relevant registries; and
- (B) to obtain any necessary consents and/or licences from third parties in respect of the Transferred Assets purported to be assigned under this Agreement.

2.4 In the event that any claims are made or proceedings are commenced by or against the Assignee by or against any third party relating to any of the Transferred Assets, the Assignor shall provide such reasonable assistance as the Assignee requests upon reasonable notice and, to the extent that the claims or proceedings arise as a result of any breach by the Assignor, at the Assignor's expense.

3. **INDEMNITY**

The Assignor shall indemnify the Assignee for all debts payable by and claims and liabilities (including contingent claims and liabilities) outstanding against it in respect of the Transferred Assets as at the date of this Deed and/or as a result of entering into this agreement.

4. **ENTIRE AGREEMENT**

This Deed represents the entire understanding between the Parties and the Assignee acknowledges that it has not entered into this Deed in reliance upon any representations, agreements, statements or replies to specific enquiries (whether written or oral) made or alleged to have been made by the Assignor or its officers, servants, agents or representatives at any time.

5. **THIRD PARTY RIGHTS**

No person other than a party to this Deed shall have any rights to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

6. GOVERNING LAW

- 6.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 6.2 Each of the parties irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).
- 6.3 If this Deed is translated into any language other than English, the English language text shall prevail.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Deed on the day and year first above written.

EXECUTED (but not delivered until the date)
hereof) as a DEED by FASHIONEAST)
LIMITED)

Signature [Handwritten Signature]

Name (block capitals) DWCE WYIE
Director

in the presence of

Witness signature [Handwritten Signature]

Witness name STUBHAN STONES.
(block capitals)

Witness address 13 NORTH ESTIMATE
ST PETERS PARVA GARDENS C.T.

Occupation TRUST OFFICER

EXECUTED (but not delivered until the date)
hereof) as a DEED by [LUXEMBOURG)
ENTITY])
FASHIONEAST S.A.R.L.)

Signature [Handwritten Signature]

Name (block capitals) ENPOINT SOCIAL
Director Sole Manager

in the presence of

Witness signature [Handwritten Signature]

Witness name DELINA HOWARD
(block capitals)

Witness address 51 Allie Schaffer
L-2520 Luxembourg

Occupation Director

Rep. by delila
NAKHLOUF
Manager

Applicat. : 3/09/2007 Number : 649145
Registrat.: 30/09/2007 Number : 649145
From : 29/09/2007 Durat. : 10 Year/s
Expirat. : 29/09/2017 Document type : First renewal
Country : EUROPEAN UNION | Class : 25 .

Client/s Owner/s
AKKURATE LIMITED AKKURATE LIMITED
Trade/Service Marks abroad Our Ref.: CE 71475.00
Trademark: 125354 JOHN RICHMOND Type :
Applicat. : 21/02/2003 Number : 78217754
Registrat.: 25/10/2005 Number : 3008500
From : 25/10/2005 Durat. : 10 Year/s
Expirat. : 25/10/2015 Document type : First filing
Country : UNITED STATES OF AMERICA | Class : 09, 14 .

Client/s Owner/s
AKKURATE LIMITED AKKURATE LIMITED
Trade/Service Marks abroad Our Ref.: CE 71475.00
Trademark: 188384 JOHN RICHMOND Type :
Registrat.: Number : 1887242
From : 4/04/2005 Durat. : 10 Year/s
Expirat. : 4/04/2015 Document type : First renewal
Country : UNITED STATES OF AMERICA | Class : 25 .

Client/s Owner/s
AKKURATE LIMITED AKKURATE LIMITED
Trade/Service Marks abroad Our Ref.: CE 71542.00
Trademark: 385354 JOHN RICHMOND Type :
Applicat. : 2/11/2007 Number : 26488-07
Registrat.: 17/06/2009 Number : P295154
From : 17/06/2009 Durat. : 15 Year/s
Expirat. : 17/06/2024 Document type : First filing
Country : VENEZUELA | Class : 03 .