

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379819

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900357255

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TXT Carbon Fashions Inc.		04/01/2015	Corporation: CANADA

RECEIVING PARTY DATA

Name:	GESTION F. TISSEUR INC.
Street Address:	994 Raynault Street
City:	Repentigny, Quebec
State/Country:	CANADA
Postal Code:	J5Y 1E7
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78371555	LILI DUTCH
Registration Number:	3094883	LADY DUTCH

CORRESPONDENCE DATA

Fax Number: 3124271300
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.

Phone: 3124271300
Email: CHIUSTM@LADAS.NET
Correspondent Name: Burton S. Ehrlich
Address Line 1: 224 S. Michigan Avenue
Address Line 2: Suite 1600
Address Line 4: Chicago, ILLINOIS 60604

ATTORNEY DOCKET NUMBER:	TXT ASSIGNMENT
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DOMESTIC REPRESENTATIVE

Name: Burton S. Ehrlich
Address Line 1: 224 S. Michigan Avenue
Address Line 2: Suite 1600
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Burton S. Ehrlich
SIGNATURE:	/bsehrlich/
DATE SIGNED:	04/07/2016
Total Attachments: 10 source=assignment_001#page1.tif source=assignment_001#page2.tif source=assignment_001#page3.tif source=assignment_001#page4.tif source=assignment_001#page5.tif source=assignment_001#page6.tif source=assignment_001#page7.tif source=assignment_001#page8.tif source=assignment_001#page9.tif source=assignment_001#page10.tif	

MASTER ASSIGNMENT OF TRADEMARKS AGREEMENT

BETWEEN:

GESTION F. TISSEUR INC., a corporation duly constituted under the *Canada Business Corporations Act*, having its head office at 994 Raynault Street, Repentigny, Province of Quebec, J5Y 1E7, duly represented by Frédéric Tisseur;

(hereinafter "Tisseur")

AND:

TXT CARBON FASHIONS INC., a corporation duly constituted under the laws of Canada, having its head office at 400-433 Chabanel St. West, Montreal, Province of Quebec, H2N 2J4, duly represented by Erminio Zappitelli;

(hereinafter "TXT")

WHEREAS TXT is the owner of the registrations and applications for registration of certain trademarks, service marks, domain names and social accounts containing the component "Lady Dutch", "Lili Dutch" or "Dutchcamp" in various countries of the world for use in association with various products and services;

WHEREAS TXT is the owner of all right, title and interest in the domain name: www.ladydutch.com, www.dutchcamp.com and lilidutch.com;

WHEREAS Tisseur wishes to acquire from TXT, who wishes to sell to Tisseur, all of such trademarks, service marks, domain names and all goodwill relating thereto, upon the terms set forth in this Agreement;

IN CONSIDERATION of the mutual covenants in this Agreement, the Parties agree as follows:

1. **INTERPRETATION**

Definitions. Saving provision to the contrary herein or of incompatibility with the context, the following words and expressions, wherever used in the present Agreement, have the following meaning:

1.1 **"Agreement"** means this Master Assignment of Trademarks Agreement and all schedules annexed hereto, as supplemented, amended, restated or replaced from time to time;

1.2 **"Business Day"** means a day other than Saturday or Sunday, on which banks are generally open for the transaction of domestic business in Montreal, Canada;

1.3 **"Domain Names"** means all right, title and interest in the domain names: www.ladydutch.com, www.dutchcamp.com and lilidutch.com, together with all customer contact details and related data associated therewith.;

1.4 **"Effective Date"** means April 1st, 2015;

- 1.5 "Encumbrances" means liens, hypothecs, security interests and other charges of any nature, kind or description whatsoever;
- 1.6 "Governmental Authority" means any domestic or foreign government or political subdivision thereof, whether federal, provincial, state, county, borough, local, municipal or regional or any other governmental authority, any agency or instrumentality of any such government, political subdivision or other governmental authority, any court, arbitral tribunal or arbitrator, and any non-governmental regulating body to the extent that the rules, regulations or orders of such body have the force of law;
- 1.7 "Parties" means, collectively, Tisseur and TXT, and "Party" means either of them;
- 1.8 "Person" includes an individual, body corporate, legal person, partnership, joint venture, trust, association, unincorporated organization, any Governmental Authority or any other entity recognized by applicable law;
- 1.9 "Purchased Assets" means, collectively, the assets referred to in Section 2.1 hereof;
- 1.10 "Purchased Marks" means all of the applications for and registrations of the trademarks and/or service marks owned as at the Effective Date by TXT that are listed on Schedule 1.10 annexed hereto, as well as all trade names, commercial symbols, logos, insignia, labels, slogans and other identification schemes in association therewith and all goodwill relating to such marks in the Territory;
- 1.11 "Social Media Accounts" means the Facebook, Twitter, Instagram and Pintrest accounts registered under "Lady Dutch" which are active as at the Effective Date; and
- 1.12 "Territory" means the world.

2. **PURCHASE AND SALE OF THE PURCHASED ASSETS**

- 2.1 **Purchase and Sale.** Subject to the terms hereof, Tisseur hereby purchases from TXT, with effect as of the Effective Date, and TXT hereby irrevocably sells, assigns, transfers and conveys to Tisseur, with effect as of the Effective Date, all of TXT's legal and beneficial right, title and interest in and to the following assets (collectively, the "Purchased Assets"):
- 2.1.1 the Purchased Marks;
- 2.1.2 the Domain Names; and
- 2.1.3 the Social Media Accounts.
- 2.2 **Consideration.** In consideration for the sale, assignment and transfer of the Purchased Assets, Tisseur hereby pays to TXT, by wire transfer of immediately available funds, the sum of 64,675 Canadian dollars plus GST/PST (the "Cash Consideration");
- 2.3 **Taxes Payable.** Tisseur shall pay to TXT the applicable GST/HST and TXT shall be liable for and pay, as seller, within the required time period, directly to the appropriate Governmental Authority, all applicable sales or other value-added taxes, transfer



taxes, and all other similar sales, stamping or transfer taxes (but excluding any taxes based upon the income, revenues or capital receipts of TXT), properly payable in connection with the conveyance and sale of the Purchased Assets by TXT to Tisseur.

3. **REPRESENTATIONS AND WARRANTIES**

3.1 **Representations and Warranties of TXT.** TXT hereby represents and warrants to Tisseur that TXT:

- 3.1.1 is duly incorporated and existing under the Canada Business corporations Act;
- 3.1.2 is the owner of the applications for and registrations of each item comprising the Purchased Marks;
- 3.1.3 has good and marketable title, free and clear of all Encumbrances granted by TXT of the Purchased Assets;
- 3.1.4 TXT has full right, power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement;
- 3.1.5 all registrations or applications for registration of the Purchased Marks are in full force and effect according to the applicable law, all taxes and fees are paid in full and no negative decision by any authority related to marks has been granted or any such registration or application for registration has been challenged by a third party;
- 3.1.6 this Agreement has been duly authorized, executed and delivered by TXT;
- 3.1.7 no consent or approval of any individual is required in connection with the execution and delivery by TXT of this Agreement or the performance by it of its obligations under this Agreement;
- 3.1.8 the consummation of the transactions contemplated by this Agreement and the compliance with the terms of this Agreement by TXT will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any document, instrument or agreement, oral or written, to which TXT is a party or by which it or any of its assets are bound;
- 3.1.9 the registration agreement for the Domain Names is in full force and effect, and all registration fees are paid in full for registration through Dutchcamp.com, January 21, 2016, lilidutch.com, January 22, 2016 and Ladydutch.com, January 21, 2019. TXT has at all times been and remains in full compliance with such registration agreement;
- 3.1.10 TXT hereby agrees that it will not carry on business or register or maintain any domain name anywhere in the world, under any name, sequence, phrase, image or alphanumeric combination which is visually or phonetically similar to the Domain Names.



3.2 **Survival and Limitations.** The representations and warranties of TXT under Section 3.1 of this Agreement shall survive the closing of the transactions contemplated hereby without limit as to time. Notwithstanding anything contained herein, the liability of TXT under this Agreement or at law shall in no event exceed the Cash Consideration in the aggregate.

4. **TRANSFER OF TITLE**

4.1 **Transfer of Title to Purchased Assets.** Each of the Parties agree to use reasonable commercial efforts to (a) complete all filings, processes and procedures necessary or useful to effect transfer of title to the Purchased Assets from TXT directly to Tisseur as soon as reasonably possible following the Effective Date, and (b) execute and deliver such further documents, conveyances, deeds, assignments and transfers reasonably requested by the other Party at any time and from time to time in order to give full effect to the foregoing.

4.2 **Transfer of the Domain Names.** TXT shall comply with the transfer instructions issued by Tisseur and any Governmental Authority from time to time and shall duly execute all instruments of assignment, documents, papers, forms, authorizations and other instruments of conveyance and transfer as shall be necessary or appropriate (in a form suitable, if applicable, for filing or registration) to assign, convey and transfer, and take such other actions as are necessary to effect the transfer of ownership and control of the Domain Names to Tisseur, and cause the Domain Names to be registered with the domain name registry specified Tisseur in writing ("**Tisseur's Registrar**").

4.3 The transfer of the Domain Name will be completed ("**Transfer**") when:

4.3.1 Tisseur's Registrar has confirmed the transfer in accordance with its procedures therefor;

4.3.2 the applicable WHOIS database or other domain ownership and availability search identifies Tisseur as the registrant of the Domain Name; and

4.3.3 the Tisseur has administrative and technical access to the Domain Name, and sole control over the Domain Name.

5. **GENERAL PROVISIONS**

5.1 **Preamble.** The preamble to this Agreement forms an integral part hereof.

5.2 **Time.** Time is of the essence of each provision of this Agreement.

5.3 **Headings and References.** The division of this Agreement into Sections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement. All uses of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to this Agreement as a whole, unless otherwise specifically stated in this Agreement.



TRADEMARK

REEL: 005762 FRAME: 0982

- 5.4 **Number and Gender.** In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.
- 5.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersede and replace all prior contracts, letter agreements or other undertakings, negotiations and discussions, written or oral, between the Parties.
- 5.6 **Amendment.** This Agreement may be amended, modified or supplemented only by written agreement signed by both Parties.
- 5.7 **Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of either Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 5.8 **Applicable Law.** This Agreement is governed by the laws of Quebec and the federal laws of Canada applicable therein, and the Quebec courts, sitting in the judicial district of Montreal, have sole jurisdiction concerning any dispute arising out of or in connection with the present contract.
- 5.9 **Currency.** Unless otherwise specified, all statements of or references to dollar amounts in this Agreement are to the lawful currency of Canada.
- 5.10 **Tender.** Any tender of documents or money hereunder may be made upon the Parties or their respective counsel and money shall be tendered in immediately available funds by wire transfer, by official bank draft drawn upon a Canadian bank or by negotiable cheque payable in Canadian funds and certified by a Canadian bank.
- 5.11 **Performance on Holidays.** If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, such action shall be valid if taken on or by the next succeeding Business Day.
- 5.12 **Calculation of Time.** In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Montreal time) on the last day of the period. However, if the last day of the period is not a Business Day, the period shall terminate at 5:00 p.m. (Montreal time) on the next Business Day;
- 5.13 **Notice.** Any notice, demand or other communication (in this Section, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if: i) delivered in person during normal business hours on a Business Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below; or ii) sent by any electronic means of sending messages, including facsimile transmission, which produces a paper record ("**Transmission**") during normal business hours on a Business Day:



in the case of a notice to any of Tisseur, addressed:

GESTION F. TISSEUR INC.

994 Raynault Street, Repentigny, Quebec, Canada, J5Y 1E7

Attention: Frédéric Tisseur

Facsimile No. : (514) 382-1703

and in the case of a notice to TXT, addressed:

TXT CARBON FASHIONS INC.

400-433 Chabanel St. West,
Montreal, Quebec, Canada, H2N 2J4

Attention: Erminio Zappitelli

Telecopier No.: (514) 382-8271

Each notice sent in accordance with this Section shall be deemed to have been received: (a) on the Business Day it was delivered; or (b) if sent by Transmission, on the same day that it was sent, or on the first (1st) Business Day thereafter if the day on which it was sent by Transmission was not a Business Day or if it was sent after 5:00 p.m. (local time at the place of receipt) on a Business Day. Each Party may change its address for notice by giving notice to the other Parties.

- 5.14 **Fees and Expenses.** The Parties shall pay their own legal, accounting, consulting and other fees and expenses in connection with the matters set forth in this Agreement.
- 5.15 **Public Announcements.** Neither of the Parties shall make any public statement or issue any press release concerning the transactions contemplated by this Agreement except as may be necessary, in the opinion of counsel to the Party making such disclosure, to comply with the requirements of applicable law. If any such public statement or release is so required, the Party making such disclosure shall consult with the other Party prior to making such statement or release, and the Parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such statement or release which is satisfactory to both Parties.
- 5.16 **Assignment.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.
- 5.17 **Further Assurances.** Each Party shall do such acts and shall execute and deliver such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution and delivery of such further documents, conveyances, deeds, assignments, transfers and the like, as are within its power as the other Party may in writing at any time and from time to time reasonably request be done and or executed and delivered, in order to give full effect to the provisions of this Agreement.
- 5.18 **Counterparts.** This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by



TRADEMARK

REEL: 005762 FRAME: 0984

facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5.19 **Language.** The parties confirm that they have requested that this Agreement be drawn up in English. *Les parties confirment avoir exigé que la présente entente soit rédigée en anglais.*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on April 1st, 2015.

GESTION F. TISSEUR INC.

Par: 
Frédéric Tisseur

TXT CARBON FASHIONS INC.

Par: 
Erminio Zappitelli

(#1926923-v5)

Schedule 1.10

Purchased Marks and Domain Names

Purchased Marks

See Schedule 1.10 a)

Domain Names

ladydutch.com

dutchcamp.com

lilidutch.com

Email lists

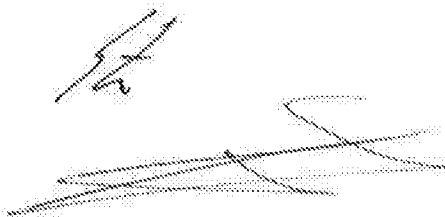
Lady Dutch website newsletter emails list

Logos

All Logos pertaining to Lady Dutch

All Logos pertaining to Dutchcamp (if still available)

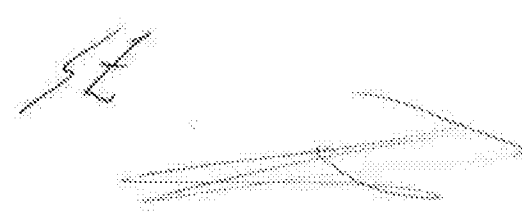
All Logos pertaining to Lili Dutch (if still available)

A handwritten signature or scribble consisting of several overlapping, stylized lines, possibly representing a name or initials.

Schedule 1.10 a)

Purchased Marks

NAME		Application date	Application number	Date registered	Registration No.
DUTHCAMP	CDN	-	-	2004-07-13	TMA614,693
DUTHCAMP	US	-	-	2005-11-15	3,014,848
DUTHCAMP	CTM	-	-	2004-03-10	003703808
DUTHCAMP	China	●	●	N/A	N/A
DUTHCAMP	Japan	-	-	2005-12-02	4912346
LADY DUTCH	CDN	-	-	2004-11-18	TMA625,808
LADY DUTCH	US	-	-	2006-05-23	3,094,883
LADY DUTCH	CTM	-	-	2004-03-04	3718285
LADY DUTCH & DESIGN	CDN	-	-	2005-07-19	TMA644,664
LADY DUTCH & DESIGN	CTM	-	-	2005-01-21	4248126
LADY DUTCH & DESIGN	Japan	-	-	2006-10-06	4993465
LADY DUTCH & DESIGN	Kuwait	-	-	2005-09-07	4993465
LADY DUTCH & DESIGN	Saudi Arabia	-	-	2005-09-04	1012/25
LADY DUTCH & DESIGN	UAE	-	-	2005-09-21	4993465
LADY DUTCH & DESIGN	Korea	-	-	2007-02-08	40-0697424
LADY DUTCH & DESIGN	Taiwan	-	-	2007-08-15	1275110
LADY DUTCH & DESIGN	Australia	-	-	2006-11-03	1145117
LADY DUTCH & DESIGN	Hong Kong	-	-	2006-05-30	300530739
LADY DUTCH & DESIGN	Russia	-	-	2011-06-09	467727
LILI DUTCH	CDN	-	-	2004-12-17	TMA628,624
LILI DUTCH	US	2004-02-20	78371555	N/A	N/A



TRADEMARKS

17-Apr-15

NAME

DESIGN

Application #

1179485

Date

08-Sep-04

Registration No.

TMA618,918

Renewal date

08-Sep-19

CDN

to be added to Schedule 1.10 a) of agreement LLMM #1926923 - v5 Master trademark assignment, Gestion F. Tisseur, TXT Carbon

to be added to Schedule A of agreement LLMM #1927194 - v2 Agreement of Trade Marks, TXT Carbon

Z

Signature *Acin / 7 / 2015*

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RECORDED: 03/14/2016