

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zaggora Ltd		07/24/2015	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Healthy and Hot Ltd		
<b>Trading As:</b>	Zaggora		
<b>Street Address:</b>	695 High Road		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	N12 0BT		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4352341	HOT PANTS	
<b>Registration Number:</b>	4218673	HOT PANTS	
<b>Registration Number:</b>	4163673	CELU-LITE TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	+447711926304		
<b>Email:</b>	dessi@zaggora.com		
<b>Correspondent Name:</b>	Healthy & Hot Ltd		
<b>Address Line 1:</b>	Bewick House		
<b>Address Line 2:</b>	3 BICKLEY ROAD		
<b>Address Line 4:</b>	Bromley, UNITED KINGDOM BR1 2NF		
<b>NAME OF SUBMITTER:</b>	Dessislava Bell		
<b>SIGNATURE:</b>	/Dessislava Bell/		
<b>DATE SIGNED:</b>	07/12/2016		
<b>Total Attachments: 14</b>			
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## **PURCHASE OF BUSINESS AND ASSETS AGREEMENT**

**THIS PURCHASE OF BUSINESS AND ASSETS AGREEMENT** (the "Agreement")  
made and entered into this 24th day of July, 2015 (the "Execution Date"),

### **BETWEEN:**

Zaggora Ltd of 695 High Road, London, England N12 0BT  
(the "Seller")

OF THE FIRST PART

and

Healthy and Hot Ltd of 695 High Road, London, England N12 0BT  
(the "Purchaser")

OF THE SECOND PART

### **BACKGROUND**

- A. The Seller is Zaggora Ltd of 695 High Road, London, England N12 0BT (the "Corporation"), which carries on the business of activewear ecommerce retailer under license. .
- B. The Seller owns certain stock, equipment and goodwill assets and desires to sell certain assets (the "Assets"), to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets.

**IN CONSIDERATION** of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

#### **Definitions**

1. The following definitions apply in the Agreement:

- a. The "Assets" consists of the following:
- i. All equipment owned by the Seller.
  - ii. All inventory and packaging owned by the Seller.
  - iii. The goodwill of the Seller..
  - iv. All trademark and intellectual property owned by the Seller.  
Including, but not limited to, the following trademark registrations:
    1. US Trademarks registered under numbers: 4163673, 4669099, 4590747, 4531330, 4594915, 4352341, 4218673
    2. International Trademarks registered under number: 1162193, 1162219, 1173622, 1175106
    3. UK Trademark registrations under number:  
~~UK00002628601~~, ~~UK00002628603~~, ~~UK00002633643~~,  
~~UK00002628914~~, UK00003001211

and does not include any Excluded Assets.

- b. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.
- c. "Excluded Assets" means assets that are owned by the Seller but do not form any part of the Assets for the purpose of this transaction. Excluded Assets will include the following:
- i. Cash items held by the Seller including, but not limited to, cash bank balances, and term deposits.
  - ii. Securities held by the Seller including, but not limited to, shares notes, bonds, and debentures.

- iii. Records in the possession of the Seller relating to the excluded assets and corporate and financial records which are not related to carrying on the activities of the Corporation.
- iv. Accounts receivable and all other monies owed to the Seller due to operation of the Corporation.
- d. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.
- e. "VAT" means the statutory Value Added Tax Act 1994 c.23 and all related provisions, amendments, orders and regulations.

**Sale**

- 2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Seller.

**Purchase Price**

- 3. The Parties agree that the Purchase Price for the Assets will be allocated among the Assets as follows subject to required adjustments that are agreed upon by the Parties:

Business Equipment	£1,000.00
Inventory and packaging	£10,900.00
Goodwill	£1,000.00
<b>Sub-Total</b>	£12,900.00
<b>Purchase Price</b>	£12,900.00

- 4. The Parties agree to co-operate in the filing of elections under any applicable taxation legislation, in order to give the required or desired effect to the allocation of the Purchase Price.

**Closing**

6. The Closing of the purchase and sale of the Assets will take place on 24 July 2015 (the "Closing Date").
7. At Closing the Seller will transfer the Assets to the Purchaser. The Seller will deliver to the Purchaser possession of the Assets, free and clear of any liens, charges, rights of third parties, or any other encumbrances, except those attached as a result of the Purchaser's actions.
8. At Closing the Seller will provide the Purchaser with duly executed forms and documents evidencing transfer of the Assets, where required including, but not limited to, bills of sale, assignments, assurances, and consents. The Seller will also co-operate with the Purchaser as needed in order to effect the required registration, recording, and filing with public authorities of the transfer of ownership of the Assets to the Purchaser.
9. At Closing the Seller will deliver to the Purchaser all records of the Corporation which are required to be transferred and the Purchaser will keep and continue to maintain these records after the Closing Date as required by law.

### **Payment**

10. The Purchase Price for the Assets will be paid by Janus Holding Ltd on behalf of the Purchaser in one lump sum payment to the Seller in the form of a wire transfer. The Purchase Price for the Assets was executed in March 2015.
11. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, duties, and any other taxes or charges payable that are necessary to give effect to the transfer of the Assets from the Seller to the Purchaser.

### **Seller's Representations and Warranties**

12. The Seller represents and warrants to the Purchaser that:
  - a. The Seller has full legal authority to enter into and exercise its obligations under this Agreement.

- c. The corporate Seller, Zaggora Ltd has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations. The execution and delivery of this Agreement, and this transaction has been duly authorised by all necessary corporate action on the part of the Seller.
- d. The Seller is the absolute beneficial owner of the Assets. The Seller is exclusively entitled to possess and dispose of the Assets.
- i. There has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
- k. The Seller is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit sharing plan or similar plan.
- l. The Seller will not hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employees' employment, after signing this Agreement, unless the Purchaser provides written consent.
- m. There are no claims threatened or pending against the Seller by any current or past employee relating to any matter arising from or relating to the employment of the employee.
- o. The Assets, while owned by the Seller, have been maintained at all times in accordance with standard industry practice. The Seller further warrants that all tangible assets are in good working order.
- q. The Seller maintains insurance policies on the Assets, of full force and effect, and of adequate value as would be reasonable in its industry. The Seller has neither defaulted under these insurance policies, as a result of failure to pay premiums or due to any other cause, nor has the Seller failed

to give notice or make a claim under these insurance policies in a timely manner.

- r. The Seller owns or is licensed to use all necessary software and it can continue to use any and all computerised records, files and programs into the foreseeable future in the same manner as before the Closing Date.
- t. This Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms.

13. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser, including, without limitation, any representations or warranties regarding the merchantability of the Assets or their fitness for a particular purpose.

14. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each warranty and representation.

15. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the Purchaser. .

#### **Purchaser's Representations and Warranties**

17. The Purchaser represents and warrants to the Seller the following:

- a. The Purchaser has full legal authority to enter into and exercise its obligations under this Agreement.
- b. The corporate Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement, and this



transaction has been duly authorised by all necessary corporate action on the part of the corporate Purchaser.

- c. The payment for the Assets by the Purchaser has already been effected by Janus Holdings Ltd on behalf of the Purchaser in March 2015.
- d. The Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
- e. This Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms.
- f. The Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false..

18. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.

19. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each warranty and representation.

20. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, the Purchaser will have no liability to the Seller.

**Conditions Precedent to be Performed by the Purchaser**

22. The obligation of the Seller to complete the sale of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to

be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:

- a. All of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date.
- b. The Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorisations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.

**Conditions Precedent to be Performed by the Seller**

23. The obligation of the Purchaser to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:

- a. All of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date.
- b. The Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorisations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Assets to the Purchaser.
- c. No substantial damage to or alteration of the Assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date.
- d. The Seller will execute and deliver bills of sale for the Assets in favor of the Purchaser.

### **VAT**

33. The Purchaser will have no liability and does not assume any duties or responsibilities for any claims or liability relating to unpaid VAT owing for the period up to and including the Closing Date. The Seller will indemnify the Purchaser against any such claims or liability.

### **Rights of Third Parties**

34. A person who is not a party to this Agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

### **Non-Assumption of Liabilities**

37. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller.

### **Transfer of Third Party Contracts**

39. This Agreement should not be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of the third party contract.
40. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.
41. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Corporation resulting from the failure of the Purchaser to acquire any third party contracts.

### **Notices**

42. Any notices or deliveries required in the performance of this Agreement will be deemed completed when delivered by email or post to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

**Expenses/Costs**

43. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

**Confidentiality**

44. The Seller and the Purchaser will hold confidential all information (the "Confidential Information") pertaining to this Agreement including, but not limited to, the terms of this Agreement, the Purchase Price, the Parties to this Agreement, and the subject matter of this Agreement as well as any written or oral information obtained about the respective Parties that is not currently in the public domain. Confidential Information will not include the following:

- a. Information generally known in the respective industries of the Purchaser and the Seller.
- b. Information that enters the public domain through no fault of the Purchaser or the Seller.
- c. Information that is independently created by the Purchaser or the Seller respectively without direct or indirect use of information obtained during the course of negotiations for this Agreement.
- d. Information that is rightfully obtained by the Purchaser or the Seller from a third party who has the right to transfer or disclose the information.

45. The Seller and the Purchaser may disclose any Confidential Information relating to this Agreement to any of its employees, agents and advisors where there is a need to know in relation to this Agreement and where the personnel agree to be legally bound by the same burdens of confidentiality.

46. The Seller agrees to indemnify the Purchaser against any and all harm suffered by the Purchaser for any breach of confidentiality by the personnel of the Seller.
47. The Purchaser agrees to indemnify the Seller against any and all harm suffered by the Seller for any breach of confidentiality by the personnel of the Purchaser.
48. The confidentiality restrictions in this Agreement will continue to apply after the Closing Date of this Agreement without any limit in time.

#### **Mediation and Arbitration**

49. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
50. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Country of England. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Country of England.

#### **Additional Terms**

51. Orderly transfer of customer relationships. Following the purchase of the assets by the Purchaser, the Seller may continue to sell goods on behalf of the Purchaser for a period of up to 1 month until all customer relationships are fully transferred. The receipts of such transactions will be directly transferred to the Purchaser as the Seller is selling Purchaser inventory. Such receipts will not be classified as Sales by the Seller but by the Purchaser for all intents and purposes.

#### **Severability**

52. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such

provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

53. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

### **Governing Law**

54. This Agreement will be governed by and construed in accordance with the laws of the Country of England and Wales.

### **Jurisdiction**

55. The courts of the Country of England are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

### **General Provisions**

56. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
57. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
58. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

59. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
60. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
61. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
62. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
63. Time is of the essence in this Agreement.
64. This Agreement may be executed in counterparts.
65. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 24th day of July, 2015.

Zaggora Ltd

Healthy and Hot Ltd

Agreed and Signed:

Agreed and Signed:



Dessislava Bell

Director

Dessislava Bell

Director