

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wacoal EMEA Ltd.		08/12/2016	limited company (Ltd.): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Eveden Inc.		
Street Address:	65 Sprague Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02136		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86956645	FREYA FANCIES	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<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:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	John W. McGlynn		
Address Line 1:	2200 Renaissance Blvd.		
Address Line 2:	Suite 350		
Address Line 4:	King of Prussia, PENNSYLVANIA 19406		
NAME OF SUBMITTER:	John W. McGlynn		
SIGNATURE:	/jwm/		
DATE SIGNED:	09/23/2016		
Total Attachments: 4			
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OP \$40.00 86956645

WACOAL EMEA LIMITED

AND

EVEDEN INC

TRADE MARK ASSIGNMENT

**Mathys & Squire LLP
Abbey House
32 Booth Street
Manchester
M2 4AB**

**TRADEMARK
REEL: 005883 FRAME: 0370**

THIS ASSIGNMENT is dated the 12th day of AUGUST 2016

BETWEEN: -

- (1) **WACOAL EMEA LIMITED** whose principle place of business is The Corsetry Factory, Rothwell Road, Desborough, Northants NN14 2PG (hereinafter "the Assignor").

AND

- (2) **EVEDEN INC** whose principle place of business is 65 Sprague Street, Hyde Park, Boston, Massachusetts, USA (hereinafter "the Assignee").

RECITALS

- (A) The Assignor is the proprietor and beneficial owner of the United States Trade Mark application set out in the Schedule attached hereunder (hereinafter "the Trade Mark").
- (B) The Assignor has agreed to assign to the Assignee, on the terms set out below, all of such estate, right, title and interest as it may have in the Trade Mark.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the sum of £1.00 now paid by the Assignee to the Assignor (the receipt of which the Assignor acknowledges) the Assignor HEREBY ASSIGNS and transfers to the Assignee, with full title guarantee:
 - 1.1 all of such estate, right, title and interest as it may have in the Trade Mark, free of all liens, charges and encumbrances; and
 - 1.2 all statutory and common law rights and all goodwill attaching to the Trade Mark, and including the right to sue for past infringements and to retain any damages obtained as a result of such action.
2. **GOODWILL**

The Assignor confirms that this assignment is made with the goodwill attaching to the Trade Mark.

3. COVENANTS

The Assignor covenants that it:

- 3.1 renounces any rights that it may have in respect of the Trade Mark;
- 3.2 will, at the request and expense of the Assignee, execute all further assignments, transfers, deeds and documents, and do all further acts and things and depose to or swear all declarations or oaths, which may be necessary or desirable for securing, completing and absolutely vesting in the Assignee full rights, title and interest in the Trade Mark.

4. WARRANTS

The Assignor warrants that it has not licensed, assigned, mortgaged or otherwise disposed of or charged the rights granted by the Trade Mark or compromised the ability of the Assignee to use the Trade Mark.

5. INFRINGEMENT

- 5.1 Pending the recordal of the Assignee as proprietor of the Trade Mark, the Assignor will lend its name to any proceedings for infringement, including but not limited to trade mark infringement and passing off, which the Assignee may require to be brought against any person wrongfully using one or more of the Trade Mark.
- 5.2 The Assignee shall indemnify the Assignor in respect of any costs or other liability arising out of such proceedings.

6. JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English Courts.

7. EFFECTIVE DATE

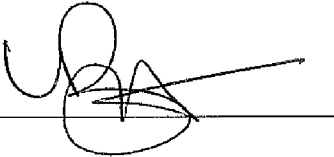
The date on which the transfer of the Trade Mark is agreed by the parties to have taken effect is the day and year first above written.

Schedule

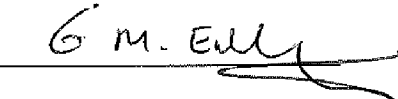
<u>Country</u>	<u>Mark</u>	<u>Number</u>	<u>Date</u>	<u>Status</u>	<u>Class</u>
USA	FREYA FANCIES	86/956645	29.03.16	Pending	25

IN WITNESS WHEREOF this document has been executed by the parties the day and year first above written.

Signed at
For and on behalf of Wacoal EMEA Limited

Signature: 
Name: VAUGHAN WAYLETT
Capacity: FINANCE DIRECTOR

Signed at
For and on behalf of Eveden Inc

Signature: 
Name: GEOFFREY MICHAEL EMBLEY
Capacity: PRESIDENT