

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CIT Group/Commercial Services, Inc.		09/09/2014	Corporation: NEW YORK
A.H. Schreiber Company, Inc.		09/09/2014	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Gottex Swimwear Brands Ltd.		
Street Address:	1 Yoni Netanyahu Street		
Internal Address:	New Industrial Zone		
City:	Or Yehuda		
State/Country:	ISRAEL		
Postal Code:	60200		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3066392	99°	
Registration Number:	2223066	HOT WATER	
Registration Number:	3109724	OCEANFRONT PROPERTIES	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	Dan S. Cohn		
Email:	lori.bowen@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	526168.26		
DOMESTIC REPRESENTATIVE			
Name:	Dan S. Cohn		
Address Line 1:	190 Carondelet Plaza, Suite 600		

CH \$90.00 3066392

Address Line 4: St. Louis, MISSOURI 63105	
NAME OF SUBMITTER:	Dan S. Cohn
SIGNATURE:	/Dan S. Cohn/
DATE SIGNED:	10/14/2016
Total Attachments: 9 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=Bill_of_sale#page1.tif source=Bill_of_sale#page2.tif source=Bill_of_sale#page3.tif source=Bill_of_sale#page4.tif source=Bill_of_sale#page5.tif source=Bill_of_sale#page6.tif	

ASSIGNMENT of Trade-marks

Assignor's name and address: **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, 11 West 42nd Street, New York, New York, USA, 10036

Assignee's name and address: **GOTTEX SWIMWEAR BRANDS LTD.**, 1 Yoni Netanyahu St., New Industrial Zone Or Yehuda, ISRAEL 60200

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee, with an effective date of September 9, 2014 and effective terms as set forth in that Secured Party General Conveyance and Bill of Sale dated as of September 9, 2014 (a copy of which is annexed hereto), all of A.H. Schreiber Co. Incorporated's ("Borrower") right, title and interest, if any, in and to the following as used or held for use in the operation of Borrower's Junior and Women's Target divisions:

- (a) the trade-marks identified in **Schedule A**;
- (b) any trade-mark applications identified therein and to the registrations which will issue from those applications, and to any trade-mark registrations identified therein; and
- (c) any goodwill associated with said trade-marks, including any litigation rights and remedies enuring to the trade-marks, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this present Assignment,

the same to be held and enjoyed by Assignee for its own use and for the use of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Borrower if this assignment and sale had not been made.

And the Assignee accepts all such rights, titles and interest.

Each of the parties hereby appoints Spiegel Sohmer Inc. and any of its attorneys its true and lawful attorney to do all acts, deeds and documentation necessary or desirable in order to perfect this assignment.

And the parties have signed this Agreement on August 25, 2016.

ASSIGNOR:
THE CIT GROUP/COMMERCIAL SERVICES, INC.

Per: [Signature]
Name: Ground in Business
Title: VP

And the parties have signed this Agreement on August 24, 2016.

ASSIGNEE:
GOTTEX SWIMWEAR BRANDS LTD.

Per: [Signature]
Name: C. HALICKMAN
Title: LAWYER

3870174

SCHEDULE A

ASSIGNOR: THE CIT GROUP/COMMERCIAL SERVICES, INC.

ASSIGNEE: GOTTEX SWIMWEAR BRANDS LTD.

Trade-mark	Appl. No.	Reg. No.
99 Degrees	76/568,634	3,066,392
HOT WATER	75/129,911	2,223,066
OCEANFRONT	76/568,632	3,109,724

SECURED PARTY GENERAL CONVEYANCE
AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that pursuant to and in exercise of its rights as a secured party under that certain Amended and Restated Factoring Agreement dated October 1, 1998 (as amended, supplemented, modified and/or restated from time to time, the "Factoring Agreement") by and between A. H. SCHREIBER CO. INCORPORATED ("Borrower") and THE CIT GROUP/COMMERCIAL SERVICES, INC. ("Grantor"), that certain Inventory Security Agreement dated June 29, 1993 (as amended, supplemented, modified and/or restated from time to time, the "Inventory Security Agreement") by and between Borrower and Grantor, and that certain Equipment Security Agreement dated June 29, 1993 (as amended, supplemented, modified and/or restated from time to time, the "Equipment Security Agreement") by and between Borrower and Grantor (collectively, the Factoring Agreement, the Inventory Security Agreement, and the Equipment Security Agreement shall be referred to as the "Agreements"), and pursuant to and in exercise of its rights as a secured party under the Uniform Commercial Code as enacted in the State of New York (the "UCC"), for and in consideration of \$ (the "Purchase Price"), Grantor hereby grants, assigns, transfers, conveys and sets over to GOTTEX SWIMWEAR BRANDS LTD. ("Grantee"), all of Borrower's rights in and to the specific items of Collateral (as such term is defined in the Agreements) listed on Exhibit A to this Secured Party General Conveyance and Bill of Sale (the "Bill of Sale") (the "Conveyed Property"), without recourse, to have and to hold the same unto Grantee, its successors and assigns.

1. Grantee acknowledges by its acceptance of this Bill of Sale that Grantee is accepting from Grantor all of Borrower's rights in and to the Conveyed Property "as is" and "where is" and without any implied or expressed representation, warranty or covenant, including without limitation any warranty (a) as to the merchantability, fitness or adequacy for any purpose or use, condition, design, quality, productiveness, capacity, or compliance with the requirements of any laws, rules, specifications or contracts pertaining thereto, of any or all of the Conveyed Property, and/or (b) relating to title, possession, quiet enjoyment, or the like in the disposition of any or all of the Conveyed Property pursuant to this Bill of Sale (the "Disposition"). Notwithstanding the foregoing, Grantor represents and warrants to Grantee that (w) Grantor has a perfected first priority security interest in the Conveyed Property under Article 9 of the UCC to the extent that such perfection and priority can be attained by the filing of financing statements in appropriate jurisdictions under the UCC, (x) Grantor has not conveyed, assigned, transferred or otherwise encumbered its lien on or security interest in the Conveyed Property, (y) the indebtedness and/or obligations secured by the Conveyed Property are in default and Grantor has the right to dispose of and sell Borrower's right, title and interest in the Conveyed Property pursuant to the UCC, and (z) Grantee shall receive, through execution of this Bill of Sale and payment to Grantor of the Purchase Price, title and all of Borrower's other rights in and to the Conveyed Property, free and clear of liens and security interests to the extent set forth in Section 9-617(a) of the UCC.
2. The representations and warranties of Grantor set forth in the preceding paragraph will survive the consummation of the sale of transaction contemplated hereby. In the event that any representation or warranty of Grantor set forth in the preceding paragraph of this

Bill of Sale is breached, Grantee acknowledges and agrees that its sole remedy shall be, as determined by Grantor in Grantor's sole discretion, (a) for Grantor to pay Grantee's actual damages (including, but not limited to, Grantee's reasonable legal costs and expenses), or (b) for Grantor to pay to Grantee that portion of the Purchase Price as is attributable to the specific part of the Conveyed Property as to which such representations, warranties or covenants were breached. In no event shall Grantor be liable for consequential, special and/or punitive damages. Grantor shall be entitled to notice of any third party claim against Grantee for which Grantee may assert a claim against Grantor pursuant to this paragraph, and Grantor shall be afforded an opportunity to defend, in full cooperation with Grantee, any such third party claim at Grantor's expense. Grantee shall cooperate in the defense of any such third party claim. Grantor may, in its sole discretion, at any time after having elected to so defend any such third party claim, choose to discontinue such defense provided that: (i) Grantor provides Grantee a prior written notice of such intent at least 30 days in advance; (ii) Grantor enables Grantee to continue the defense; and (iii) Grantor then provides Grantee a remedy as set forth in the first sentence of this paragraph. In no event shall Grantor settle or compromise any claim against Grantee without Grantee's prior written consent, provided that Grantee's prior written consent shall not be required if such settlement or compromise include a full release of all claims against Grantee through the date of the release.

3. Grantee, by accepting this Bill of Sale, agrees to comply with all federal, state and local laws and regulations having force of law which apply to Grantee's removal of and use of the Conveyed Property sold under this Bill of Sale, and agrees to pay, or provide for payment of, any sales, use, personal property, transfer or other taxes incident to the Disposition.

4. Borrower hereby confirms that:

(a) Grantor is conveying all of Borrower's rights, title and interest in the Conveyed Property;

(b) Borrower has title to the Conveyed Property free and clear of all claims, charges, leases, liens and other encumbrances (collectively, "Liens") except for the security interests in favor of Grantor and except for any Liens described on Exhibit C hereto; and

(c) Borrower does not know of any secondary obligors (as defined in the UCC) with respect to the obligations secured by the Conveyed Property other than the persons listed on Exhibit D hereto.

(d) The net sales of Borrower from its Junior and Women's Target divisions (the "Divisions") for the fiscal year 2014 which concluded on June 30, 2014 equal or exceeded \$ _____; and

(e) The Conveyed Property constitutes all material trade names and trademarks, showroom and design area furnishings and equipment, and inventory used or held for use in the operation of the Divisions immediately prior to the date hereof.

5. Borrower hereby acknowledges and agrees that:

(a) This sale pursuant to this Bill of Sale, which is a private sale pursuant to Article 9 of the UCC is commercially reasonable, and Borrower is aware of, but does not wish to exercise, its rights of redemption of the Conveyed Property; and

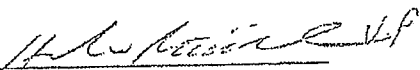
(b) Borrower (i) has received any and all notices of the disposition of the Conveyed Property by Grantor required by the UCC (including, but not limited to, those under UCC §9-611) to be given, or (ii) pursuant to UCC §9-624, hereby waives the right to notification under UCC §9-611 of the disposition of the Conveyed Property by CIT.

6. This Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.
7. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Bill of Sale, and consent and submit to the jurisdiction of, the U.S. District Court for the Southern District of New York and the Supreme Court of the State of New York, County of New York. Each party further waives personal service of any summons, complaint or other process and agrees that the services thereof may be made by certified or registered mail directed to such party at the address for notice for such party set forth on Exhibit B to this Bill of Sale.
8. This Bill of Sale, with its subjoined consents, may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party by any electronic method of transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be duly executed as of the 9th
day of September, 2014

THE CIT GROUP/COMMERCIAL SERVICES, INC., Grantor

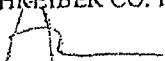
By: 
Howard W. Botwinick
Vice President

ACCEPTED AND AGREED TO:

GOTTEX SWIMWEAR BRANDS LTD.

By: _____
[Name]
[Title]

A.H. SCHREIBER CO. INCORPORATED

By: 
Avram Schreiber
CEO

[Exhibits follow]

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be duly executed as of the 9th day of September, 2014

THE CIT GROUP/COMMERCIAL SERVICES, INC., Grantor

By: _____
Howard W. Botwinick
Vice President

ACCEPTED AND AGREED TO:

GOTTEX SWIMWEAR BRANDS LTD.

By: _____
Chanan Elituv
Director

A.H. SCHREIBER CO. INCORPORATED

By: _____
Avram Schreiber
CEO

[Exhibits to follow]

Exhibit A:
Conveyed Property

All of Borrower's rights in and to the following assets that are used or held for use exclusively in the operation of Borrower's Junior's and Women's Target divisions (the "Divisions"):

PART 1

Trade names and Trademarks

- Xhilation – owned by Target
- Merona – owned by Target
- Arizona – owned by Target
- 96 degrees – owned by JCP
- Candies – owned by Kohls
- C9 (license)
- Champion (license)
- 95 Degrees
- 99 Degrees
- Hot Water
- Oceanfront
- Miss me (license)
- Water 2