

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bello Fitness, LTDA		03/22/2016	Limited Liability Company: BRAZIL
RECEIVING PARTY DATA			
Name:	Delta Galil Switzerland GmbH		
Street Address:	Via Ferruccio Pelli 12		
Internal Address:	c/o MDR Advisory Group SA		
City:	Lugano		
State/Country:	SWITZERLAND		
Postal Code:	6900		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4653054	BODY UP	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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:	212 326 0831		
Email:	tlee@pryorcashman.com		
Correspondent Name:	Teresa Lee, Esq.		
Address Line 1:	7 Times Square		
Address Line 2:	Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Teresa Lee		
SIGNATURE:	/tlee/		
DATE SIGNED:	12/23/2016		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "*Assignment*") is entered into pursuant to that certain Asset Purchase Agreement dated as of March 22, 2016 (the "*Agreement*") by and between Bello Fitness LTDA., ME (the "*Assignor*"), and Delta Galil Switzerland GmbH (the "*Assignee*"). The Assignment is effective as of the last date of signature below (the "*Effective Date*").

The Assignor hereby transfers and assigns to Assignee, effective as of the Effective Date, all worldwide right, title, and interest in and to the intellectual property assets listed in Schedule A, attached hereto and is incorporated by reference herein, including the trademarks, trade names, service marks, applications, and/or registrations, together with the associated goodwill (collectively, the "*Marks*"), the After-Acquired IP, as defined in the Agreement, the domain www.bodyup.com and all registrations therefor (the "*Name*"), and the social media handles listed in Schedule A and all registrations therefor (the "*Social Media Handles*") (collectively, the "*IP Assets*").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee, as of the Effective Date, all of its right, title, and interest in and to the IP Assets, free and clear of all liens and encumbrances, including any and all common law rights thereof and applications and registrations therefor, together with the goodwill of the business associated with and symbolized by such IP Assets, the applications and registrations therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the IP Assets, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

After the Effective Date, at the request of the Assignee, at Assignor's expense and without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the IP Assets, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the IP Assets and to give full effect to this Assignment, including but not limited to the following:

Within five (5) days of the Effective Date, Assignor shall promptly take steps required by the applicable domain name registrar ("*Registrar*") to effectuate and/or record the transfer of the Domain Name from Assignor to Assignee, or Assignee's designee, with such Registrar. Assignee shall provide to Assignor all registration and contact details pertaining to Assignee that are required by such Registrar. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document Assignor is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact to act for and in its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to

further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignee shall receive login credentials for the Social Media Handles by 5 pm EST on the Effective Date. With respect to Handles that are used with Facebook.com, Assignor shall add a designee of Assignee as an "admin" of the Facebook.com page. Assignor shall migrate and delete any of its content posted on or hosted under the Social Media Handles on or before the expiration of the Transition Period, as such term is defined in the Agreement. Assignee's designated admin shall deactivate admin functions of Assignor at the expiration of the Transition Period.

Assignor agrees to take such other reasonable actions as are required to transfer the IP Assets to Assignee as required under this Assignment. At Assignee's request, Assignor will execute and deliver such other documents as may be reasonably required to confirm, evidence, or establish Assignee's rights to the IP Assets. Assignee agrees to pay all out-of-pocket costs actually incurred by Assignor in connection with such a request.

This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

[Signatures on Following Page.]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Trademark Assignment.

BELLO FITNESS LTDA., ME

Dated: March 22, 2016

By: [Signature]
Name: Richardson Bonfim
Title: Manager

DELTA GALIL SWITZERLAND GMBH

Dated: March 22, 2016

By: [Signature]
Name: Frans Groeneveld
Title: Manager

Schedule A

Domains

www.bodyup.com

Social Media Handles

Social Media	Handle	Username and Password
Twitter	/@bodyup	
Instagram	/@bodyup	
Facebook	http://www.facebook.com/BodyUp	Buyer's Designated Administrator

After-Acquired IP (as defined in the Agreement)

Marks

Jurisdiction	Trademark	Class	Application No. / Registration No.	Registered
United States	BODY UP (word)	Class 25: Clothing, namely, shirts, pants, leggings, bodysuits, shorts, breeches, t-shirts, socks, beachwear, footwear; headgear, namely, baseball caps.	U.S. Reg. No. 4653054	Filed 17 Jul 2008 Registered 9 Dec 2014