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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM413284 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: LICENSE

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Delta Galil USA Inc.		01/01/2017	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	LITTLEMISSMATCHED, LLC
Street Address:	555 THEODORE FREMD AVE.
Internal Address:	SUITE A300
City:	Rye
State/Country:	NEW YORK
Postal Code:	10580
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4400326	LITTLEMISSMATCHED
Registration Number:	3904659	LITTLEMISSMATCHED

## **CORRESPONDENCE DATA**

**Fax Number:** 9143817608

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:** (914) 381-7600

Email: slocke@dorflaw.com

Correspondent Name: Scott D. Locke
Address Line 1: Dorf & Nelson LLP

Address Line 2: 555 Theodore Fremd Ave.

Address Line 4: Rve. NEW YORK 10580

Address Line 4: Rye, NEW YORK 10580

NAME OF SUBMITTER: Scott D. Locke

SIGNATURE: /Scott D. Locke/

DATE SIGNED: 01/23/2017

**Total Attachments: 79** 

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## TRADEMARK LICENSE AGREEMENT

TRADEMARK LICENSE AGREEMENT, dated as of January 1, 2017 (the "Agreement"), by and between DELTA GALIL USA INC. ("Licensor"), a Delaware corporation with offices at 1 Harmon Plaza, 5th Floor, Secaucus, NJ 07094, and LITTLEMISSMATCHED, LLC, a Delaware limited liability company with offices at 555 Theodore Avenue, Suite A300, Rye, New York 10580 ("Licensee")

## WITNESSETH:

WHEREAS, Licensor warrants that it is the sole and exclusive owner of certain registered trademarks (the "Registered Trademarks") and registration applications for certain trademarks (the "Trademark Applications"), all as are more particularly described in <u>Schedule A</u> annexed hereto, and the parties desire to enter into this Agreement with regard to the licensing to Licensee of the rights to utilize such intellectual property. The Registered Trademarks and the trademarks for which the Trademark Applications have been filed are collectively referred to as the "Trademarks".

In consideration of the mutual covenants and agreements hereinafter contained on the part of each of the parties hereto to be kept, observed and performed, and for such other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. <u>Definitions</u>. As used in this Agreement, the following terms and phrases shall have the following meanings:

"Affiliate" shall mean any person, corporation or other entity which directly or indirectly controls, is controlled by, or is under common control with a party. "Control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of any such person, corporation or entity, through ownership of voting securities.

"Annual Period" shall mean the period from the date of execution of this Agreement through December 31, 2017, which shall be the first Annual Period hereunder, and each consecutive 12-month period ending December 31 thereafter during the Term.

"Licensed Channels of Distribution" shall mean those channels within the scope of Schedule B annexed hereto.

"<u>LittleMissMatched Designs</u>" shall mean designs used by Licensor in connection with the marketing and sale of Licensed Products.

"Licensed Products" shall mean all Products bearing a Trademark.

"Manufacturer" shall mean a third party who manufactures or produces for Licensee any Licensed Products or Packaging, advertising or promotional materials for Licensed Products or any components of any of the foregoing.

"Net Sales" shall mean the gross invoice price charged for Licensed Products by

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"Packaging" shall mean all tags, labels, cartons or containers, and packing or wrapping material used or to be used by Licensee in connection with the Licensed Products.

"Prime Rate" shall mean the prime rate of interest announced from time to time by JPMorgan Chase Bank, or any successor thereto, in New York, New York.

"Products" shall mean the items of merchandise covered by the license granted under this Agreement, as set forth in <u>Schedule C</u> annexed hereto.

"Royalty(ies)" shall mean the royalties to be paid by Licensee to Licensor for or in connection with the license to use the Trademarks granted under this Agreement, provided for in Section 4 and all other applicable portions of this Agreement.

"<u>Term</u>" shall mean the Term of this Agreement, provided for and defined in Section 3.

"Termination Inventory" shall mean the inventory provided for in Section 12(b), consisting of finished products and work in process, Packaging, and advertising and promotional material on hand at the time of the termination of this Agreement.

"Territory" shall mean the World.

"<u>Trademarks</u>" shall have the meaning set forth in the WHEREAS clause of this Agreement.

"Website IP" shall have the meaning set forth in paragraph 2(g).

2. Grant of License.

- (a) Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, an exclusive license to utilize the Trademarks solely in the Territory described herein during the Term of this Agreement, and solely in connection with the manufacture, distribution, sale, license and sublicense of the articles and merchandise described herein as the Products and solely for sale through the Licensed Channels of Distribution.
- (b) During the Term of this Agreement, Licensor shall not grant to any other person or entity a license to utilize the Trademarks in connection with the manufacture, distribution or sale of the articles and merchandise described herein as the Products in the Territory. The license hereby granted shall be used for the marketing and sale of Licensed Products only in the Territory through the Licensed Channels of Distribution as described herein. Licensor will not manufacture, distribute, sell or license others to sell the Licensed Products in the Territory.
- (c) Licensee acknowledges that Licensor has previously granted to Kent International Inc. a license for use of the Trademarks in connection with the manufacture and sale of certain Products in the Territory (the "Bicycle License"). Licensee agrees that the existence and continuation of the Bicycle License for its full term and any renewal thereof is not a breach of the exclusivity provisions (or any other provision) of this Agreement. Licensor has provided a copy of the Bicycle License to Licensee.
- (d) Licensee acknowledges that Licensor operates a retail store in New York, New York and a retail store in the Disneyworld Park in Florida (the "Stores") both of which Stores operate under the "LittleMissMatched" brand and sell Licensed Products. It is agreed by Licensee that, notwithstanding anything in this Agreement to the contrary including, but not limited to, its exclusivity provisions, Licensor's continued operation of the Stores shall not be a breach or violation of any provision of this Agreement. Licensor agrees that it will cause the Store in New York to cease operations effective at the close of business on January 31, 2017; and it will cause the Store in Florida to cease operations effective at the close of business on March 31, 2017.
- (e) Within fourteen (14) days following the full execution of this Agreement, Licensor shall provide an inventory of Licensed Products which shall be set forth in Schedule D (the "Inventory"). Licensor represents that the Inventory will be accurate as of the date that it is provided. It is agreed that Licensee may, from time to time, purchase from Licensor as much of such Inventory as it wishes at prices as set forth in Schedule D. Such purchases shall be on the following basis: net 30, FOB Licensor's warehouse. For clarity, any of such Inventory which is purchased by Licensee and thereafter sold by Licensee shall be included in Net Sales so that Royalties will be paid on such sales. Whatever part of the Inventory which, at any given time, has not been purchased by Licensee pursuant to this paragraph may be sold off by Licensor at such time and Licensor shall have such sell off right through December 31, 2017.
- (f) Licensee acknowledges that the Registered Trademarks and Trademark Applications as set forth on Schedule A have been filed by Licensor only in those countries and

in those classes to the extent set forth in <u>Schedule A</u>. Except as set forth below, Licensor will have no obligation to Licensee to register or apply to register any trademark in any country and/or class not set forth on <u>Schedule A</u> and Licensor makes no representation to Licensee as to (i) whether any of the Registered Trademarks would be available for registration in any country and/or class not set forth on <u>Schedule A</u> or (ii) whether any of the Trademark Applications will ripen into registrations.

If Licensee wishes to have additional trademark rights in any marks that are similar to or the same as any of the Trademarks, e.g., for additional goods or services, then, at Licensee's written request, Licensor shall file such applications in Licensor's name at Licensee's expense. To the extent that during the Term of this Agreement, Licensor files additional applications for trademark rights for any marks that are similar to or the same as any of the Trademarks, the parties shall execute an amendment to this Agreement that updates Schedule A. Licensor shall take any and all necessary and routine steps, at its expense, to maintain and to renew each of the Registered Trademarks for which maintenance and renewal is possible and to continue the process of the pending Trademark Applications. For any registration for which a statement of use and/or specimen is necessary, the parties shall cooperate in producing the specimen. Licensor shall take any and all necessary and routine steps to prevent any Registered Trademark or Trademark Application from lapsing, unless the parties are unable to comply with the requirements for such maintenance or renewal as prescribed by the respective government body. To the extent that any action is required which is not routine maintenance including, but not limited to, engaging in a litigation or other proceeding or process, then Licensor shall only engage in such process if requested by Licensee to do so and if paid for by Licensee. Licensor represents that as of its execution of this Agreement, Schedule A is to the best of its knowledge the complete set of existing valid Registered Trademarks and Trademark Applications that it owns and has used in connection with operating its LittleMissMatched business, and if any trademarks that it owns and has used in connection with operating its LittleMissMatched business were omitted from Schedule A, the parties shall execute the necessary documents to amend Schedule A to include same.

(g) It is understood that Licensor operates a website (the "Website") at "littlemissmatched.com" (the "Domain Name") which Website contains those pages that can be accessed at the Domain Name and which Website operates under the "LittleMissMatched" brand and sells Licensed Products. It is agreed that, as soon as practicable following the full execution of this Agreement, but no later than ninety (90) days following the full execution of this Agreement, Licensor will transfer the Domain Name and Website and the contents on the Website to Licensee (the "Website IP") at which time Licensee shall be solely responsible for maintaining and operating the Website and for all expenses associated with the Website including, but not limited to, the costs of the operation and maintenance of the Website. Unless otherwise agreed by the parties in writing, upon the expiration or termination of this Agreement, Licensee shall transfer back to Licensor all of the Website IP and all additional designs or other intellectual property which have been used by Licensee in connection with the Website, at which time Licensor shall resume sole responsibility for maintaining and operating the Website and for all expenses associated with the Website including, but not limited to, the costs of the operation and maintenance of the Website.

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- (i) It is agreed that, as soon as practicable following the full execution of this Agreement, but no later than thirty (30) days following the full execution of this Agreement, Licensor will provide to Licensee, to the extent that they exist as to which no representation is made by Licensor, data files in a mutually agreeable format that contain the following and all hard copy files and goods of the following as applicable: customer data, including contact information and prior order histories, marketing materials, technical packets, designs, samples, passwords and user IDs for any and all data files and third party vendors, vendor lists, and art work. All of such materials shall be returned to Licensor following the expiration or termination of this Agreement.
- (j) Licensee may, at its expense, record this Agreement with the United States Patent and Trademark Office, the U.S. Copyright Office, and any corresponding foreign intellectual property office. Licensor shall provide reasonable cooperation in allowing Licensee to record copies of this Agreement, including but not limited to executing additional copies of the Agreement, or other documents that are required by any intellectual property office.
- (k) Licensee shall not have the right to sublicense its rights under this Agreement without the written approval of Licensor which approval shall not be unreasonably withheld or delayed.
- 3. <u>Term.</u> This Agreement shall commence as of the date hereof and shall continue until December 31, 2021, unless sooner terminated in accordance with the terms of this Agreement (the "Term").

## 4. Rate and Terms of Payment and Reports.

(a) Licensee agrees to pay to Licensor a royalty payment (the "Royalty" or "Royalties") on all Net Sales of all Licensed Products by Licensee during the Term of this Agreement, at the rates set forth below:

<u>Year</u> 2017

Royalty Rate

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2018 2019 2020 2021

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- (b) All Royalties provided for under this Agreement shall accrue whenever the respective Licensed Products are shipped, sold, distributed, billed or paid for, whichever occurs first. Royalties shall also accrue on any sales or distributions to Affiliates of Licensee ("Affiliated Sales"). The Royalties payable on Affiliated Sales of Licensed Products in any quarterly period shall be calculated based upon the Royalty rate computed on the average Net Sales of such Licensed Products to non-Affiliated parties during the previous quarterly periods; provided, however, that if an Affiliate of Licensee is a reseller of Licensed Products, the sale to such Affiliate shall not be counted as a sale for Royalty calculation purposes but, rather, the relevant sale and selling price for Royalty calculation purposes shall be that of such Affiliate to its customer.
- (c) Licensee shall pay to Licensor Redacted of all funds or other consideration received by Licensee or an Affiliate of Licensee pursuant to any sublicense of the rights granted in this Agreement by Licensee or an Affiliate of Licensee.
- (d) Royalties shall be paid quarterly within thirty (30) days following the conclusion of each calendar quarter during the Term hereof.
- (e) Simultaneously with the submission of all payments, and not later than thirty (30) days after the end of each calendar quarter, but regardless of whether any payment is due, Licensee shall submit a quarterly report in a form reasonably acceptable to Licensor setting forth the number, description and invoice price of each of the Licensed Products sold (by Style Number), the gross sales price, returns actually received, discounts and allowances actually granted, and all other information reasonably necessary to calculate Net Sales.
- (f) Royalty statements furnished pursuant to this Agreement shall be binding on Licensor and its successors and assigns and shall not be subject to any objection for any reason unless such objection is made in writing, stating the basis thereof in detail, and delivered to Licensee within two (2) years from Licensor's receipt of any such statement.

## 5. Licensee's Books and Records.

- (a) Licensee shall maintain separate and appropriate books of account and records of all its operations under or in connection with this Agreement all in accordance with generally accepted accounting and shall make accurate entries concerning all transactions relevant to this Agreement. All such books of account and records shall be kept available by Licensee at the address referred to herein for two (2) years after the termination or expiration of this Agreement.
  - (b) The Licensed Products shall be assigned style numbers unique from any

products other than the Licensed Products which Licensee may manufacture and/or sell. The style number assigned to each Licensed Product shall be identical to the style number utilized to identify the Licensed Products in all of Licensee's books and records.

- (c) During the Term and for two (2) years thereafter, Licensor, and its employees, agents and representatives, shall have the right, at its own expense, on reasonable notice to Licensee and during regular business hours and at a mutually agreeable time, to examine, photocopy, and make extracts from such books of account and other records, documents and materials to the extent needed to confirm sales and other matters relating to compliance with this Agreement, which shall be maintained and kept by Licensee during the period specified herein.
- (d) If any examination or audit by Licensor for any period discloses that the actual Net Sales for that period exceeded those reported by more than five percent (5%), Licensee shall pay the cost of such examination or audit in addition to the amount of Royalties that such examination or audit discloses is owed to Licensor together with interest on the unreported amount at a rate equivalent to the Prime Rate plus three (3%) percent.

## 6. Exploitation of License.

- (a) Licensee shall at all times maintain, or contract for, facilities and personnel adequate to fulfill its obligations under this Agreement.
- (b) Licensee shall have the exclusive right to establish prices and terms for the sale of Licensed Products.
- (c) Licensee shall provide Licensor, upon request, with the names and addresses of all Manufacturer's facilities at which the Licensed Products are manufactured or stored, and Licensee shall use its best efforts to make all necessary arrangements to allow Licensor or its representatives to have reasonable access to all such facilities upon reasonable advance notice during regular business hours for the purposes of conducting inspections to insure that Licensee is in compliance with this Agreement. Licensor agrees that all information provided to or learned by Licensor under this section 6(c) may be used by Licensor but shall not be provided by Licensor to any competitor of Licensee.

## 7. Quality Control.

- (a) Licensee shall cause the Licensed Products to meet and conform to standards of style, quality and appearance that will not derogate the reputation of the Trademarks or Licensor.
- (b) Licensee covenants and agrees that: (i) all Licensed Products manufactured, sold and distributed hereunder will be merchantable and fit for the purpose for which they are intended and (ii) all Licensed Products shall be manufactured, sold, marketed and advertised in compliance with all applicable laws, rules and regulations throughout the Territory (collectively,

- "Laws"). Licensee shall conduct testing and label Products consistent with applicable Laws. Licensee shall promptly inform Licensor in writing of any complaint by any consumer, governmental or other regulatory or self-regulatory body relevant to the Licensed Products, and the status and resolution thereof. Licensee shall act expeditiously to resolve any such complaint. Without limiting the provisions of this Section 7(b), Licensee covenants on behalf of itself and on behalf of all of Licensee's Manufacturers, as follows:
  - (i) Licensee and Manufacturers shall not use child labor in the manufacturing, packaging or distribution of Licensed Products or Packaging or advertising or promotional materials hereunder. The term "child" refers to a person younger than the age for completing compulsory education, but in no case shall any person younger than fourteen (14) years of age be employed in the manufacturing, packaging or distribution of Licensed Products or Packaging or advertising or promotional materials hereunder.
  - (ii) Licensee and Manufacturers shall provide employees with a safe and healthy workplace in compliance with all applicable Laws. Licensee and the Manufacturers agree to provide Licensor with all information Licensor may reasonably request about manufacturing, packaging and distribution facilities for the Licensed Products.
  - (iii) Licensee and Manufacturers shall only employ persons whose presence is voluntary. Licensee and the Manufacturers shall not use prison labor, or use corporal punishment or other forms of mental or physical coercion as a form of discipline of employees.
  - (iv) Licensee and Manufacturers shall comply with all applicable wage and hour Laws, including minimum wage, overtime, and maximum hours. Licensee and the Manufacturers agree to utilize fair employment practices as defined by applicable Laws.
  - (v) Licensee and Manufacturers shall comply with all applicable environmental and other Laws.
  - (vi) Licensee and Manufacturers shall always treat their workers and conduct business in accordance with the prevailing industry standards of ethics.
  - (vii) Licensee and Manufacturers shall not permit in the workplace any type of discrimination based upon personal beliefs or characteristics.
  - (viii) Licensee and Manufacturers shall recognize the right of employees to exercise their lawful rights of free association.
  - Trademarks and Trademark Protection.

- (a) Licensee acknowledges that Licensor is the owner of all right, title and interest in and to the Trademarks in any form or embodiment and is also the owner of the goodwill attached or which shall become attached to the Trademarks in connection with the Licensed Products. Sales by Licensee shall be deemed to have been made for purposes of trademark registration for the benefit of Licensor, and all uses of the Trademarks by Licensee shall inure to the benefit of Licensor.
- (b) Licensee shall execute any documents, including registered users agreements, reasonably required by Licensor to confirm its ownership of all rights in and to the Trademarks in the Territory and the respective rights of Licensor and Licensee under this Agreement. Licensee shall cooperate with Licensor in connection with the filing and prosecution by Licensor of applications in Licensor's name relating to the use of the Trademarks for Licensed Products in the Territory; provided that any out-of-pocket expenses incurred by Licensee in connection with this subparagraph 8(b) shall be reimbursed by Licensor.
- (c) Licensee shall never challenge or encourage anyone to challenge Licensor's ownership of or the validity of the Trademarks or any application for registration thereof or any trademark, copyright or other registration thereof or any rights of Licensor thereto.
- (d) Licensee shall not, at any time or in any manner, knowingly or intentionally, engage in any activity or perform or permit any act which may in any way adversely affect any rights of Licensor to the Trademarks or any registrations or applications for registration thereof or which may directly or indirectly reduce the value of the Trademarks or derogate or detract from the repute thereof.
- (e) Licensee shall be permitted to co-brand Products with any other tradenames, trademarks or other designations including, without limitation, Licensee's own corporate name or tradename in connection with the Trademarks in any consumer advertising and publicity, labeling, packaging or printed matter utilized by Licensee in connection with the Licensed Products.
- (f) Licensor shall have the right, but not the obligation, to institute legal action or take any other actions which it deems necessary to protect its interest in the Trademarks, and Licensee shall fully cooperate with Licensor in any such action, provided that any out-of-pocket expenses of Licensee incurred in connection therewith are paid or reimbursed by Licensor. Any monetary recovery resulting from any such action shall belong solely to Licensor. If Licensor declines to institute or continue any legal action, Licensee may institute or continue same in its name, at its sole expense, in which event any monetary recovery resulting therefrom shall belong solely to Licensee. If Licensee elects to pursue an action, Licensor shall provide reasonable assistance but any out of pocket expenses incurred by Licensor shall be paid by Licensee.

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- 9. <u>Representations and Warranties</u>.
- (a) Licensee warrants and represents that throughout the Term of this Agreement:

- (i) Licensee is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has the full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.
- (ii) Neither the execution, delivery nor performance of this Agreement by Licensee shall, with or without the giving of notice or passage of time, or both, conflict with, or result in a default or loss of rights under, any material agreement or understanding to which Licensee or any of its Affiliates is a party or by which it or any of its properties may be bound.
- (iii) The execution, delivery and performance of this Agreement by Licensee has been duly and properly authorized by all necessary corporate actions; and this Agreement constitutes the valid and binding obligation of Licensee enforceable in accordance with its terms.

## (b) Licensor:

- (i) Expressly disclaims any liability arising by virtue of any right of consent or approval to, or any act, product or practice of Licensee; and
- (ii) Makes no representation whatsoever with respect to its ownership of, its right to license, or any party's right to use the LittleMissMatched Designs, the Website IP or the trademarks associated with the Trademark Applications. Accordingly, Licensee's use of the LittleMissMatched Designs, the Website IP or the trademarks associated with the Trademark Applications shall be at Licensee's risk and Licensor shall have no liability to Licensee under paragraph 10 or any other provision of this Agreement or otherwise with respect to Licensee's use of the LittleMissMatched Designs, Website IP and the trademarks associated with the Trademark Applications. Notwithstanding the foregoing, Licensor represents that, other than as set forth on Schedule E, it is not aware of any infringement claims or other limitations on the use of the LitteMissMatched Designs, the Website IP or the trademarks associated with the Trademark Applications and will advise Licensee if it becomes aware of any such claim or limitation.

## (c) Licensor represents and warrants to Licensee as follows:

- (i) That it is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has full right, power and authority to enter into this Agreement and to grant the rights provided hereunder to Licensee in accordance with and as contemplated by this Agreement;
- (ii) It is the sole and exclusive owner of all right, title and interest in and to the Registered Trademarks in such countries and classes as set forth in <u>Schedule A</u>;
- (iii) The execution, delivery and performance of this Agreement by Licensor have been duly and properly authorized by all necessary corporate actions;

- (iv) This Agreement constitutes the valid and binding obligation of Licensor enforceable in accordance with its terms;
- (v) Neither the execution, delivery nor performance of this Agreement by Licensor shall, with or without the giving of notice or passage of time, or both, conflict with, or result in a default or loss of rights under, any material agreement or understanding to which Licensor or any of its Affiliates is a party or by which it or any of its properties may be bound; and
- (vi) For all orders for Licensed Products made by Licensor, Licensor shall be responsible for such orders.
  - 10. Indemnification.

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- (d) Notwithstanding any provisions of this Section 10 or any other provisions of this Agreement, Licensee will in no event have the right, in any Claim or action or proceeding hereunder, to settle any claims or issues relating to any Trademarks or the rights to ownership or utilization thereof, without the written approval of Licensor.
- (e) Notwithstanding anything to the contrary in this Agreement or otherwise, except as provided in paragraph 10, neither party shall not be entitled to any recovery for lost profits or consequential damages.

## 11. Termination of Agreement.

(a) Either party may terminate this Agreement in the event the other party is in breach of any of the material terms or conditions of this Agreement and such breach, if curable, has not been cured within thirty (30) days of written notice of such breach. In the event of a breach that is not cured within thirty (30) days, if the breaching party is diligently and in good faith working to the cure the breach, and the breach is not a failure to pay funds due to Licensor, and such breach is cured within sixty (60) days of written notice of such breach, then said breach shall not be grounds for termination.

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- 12. <u>Effect of Expiration or Termination</u>. Except as otherwise provided in a writing executed by both parties:
- (a) Subject to paragraph 12(b), upon the expiration or termination of this Agreement for any reason whatsoever, all rights of Licensee under this Agreement shall terminate and automatically revert to Licensor, and Licensee shall immediately discontinue all use of the Trademarks and shall no longer have any right to use the Trademarks or any variation or simulation thereof in any manner or for any purpose whatsoever.
- (b) Within thirty (30) days after the expiration or termination of this Agreement, Licensee shall prepare and deliver to Licensor a written statement of Licensed Products and inventory on hand bearing reference to the Trademarks or Licensor's name in any form (the "Termination Inventory"), including a complete and accurate schedule as of the date of expiration or termination of all completed Licensed Products on hand that bear reference to the Trademarks or Licensor's name in any form; all work in process that bears reference to the Trademarks or Licensor's name in any form relating to Licensed Products on hand, including uncut piece goods and products and materials in the process of manufacture. Licensee shall be free to sell the Termination Inventory to the Licensed Channels of Distribution for a period of one hundred eighty (180) days after expiration or termination of this Agreement.

- (c) Licensor shall have the free and unrestricted right to grant other parties one or more licenses to use the Trademarks in connection with the manufacture, sale, distribution or advertising and promotion of Products in the Territory or to enter into such other transactions as it desires for the use of the Trademarks with Licensed Products or in any other manner, without any obligation of any kind to Licensee, provided that no sales of Licensed Products may be made until the termination or expiration of this Agreement. The right of Licensee to sell items of Termination Inventory under Section 12 (b) is non-exclusive. Licensor shall be free to on its own, or by license to others, use the Trademarks for the sale of Licensed Products in the Licensed Channels of Distribution in the Territory upon the expiration or termination of this Agreement, and at any time to enter into discussions, negotiations and agreements with respect thereto, provided that no shipment of Licensed Products or advertisements for Licensed Products will be permitted prior to the expiration or termination of this Agreement and no commercial activity in the marketplace will be permitted prior to six (6) months before the expiration or termination of this Agreement.
- (d) Notwithstanding any termination of this Agreement, each of the parties hereto hereby reserve all rights and remedies which are granted or available to it under this Agreement or applicable law, and termination shall not be deemed to be an exclusive remedy or to limit either party in any manner from enforcing any other rights or remedies.

## 13. Notices.

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered in hand to the party addressed, when delivered by express courier or overnight mail, addressed to the parties at the addresses set forth below or at such other address or number as any party entitled to notice hereunder may in a like manner from time to time notify the other parties in writing.

## If to Licensor:

Delta Galil USA Inc. Attn: Itzhak Weinstock 1 Harmon Plaza, 5th Floor Secaucus, NJ 07094

## with a copy to:

Pryor Cashman LLP Attn: Kenneth A. Schulman, Esq. 7 Times Square New York, New York 10036

If to Licensee:

LittleMissMatched, LLC Attn: Jason Dorf 5S5 Theodore Avenue – Suite A300 Rye, New York 10580

with a copy to:

Dorf & Nelson LLP Attn: Scott D. Locke, Esq. 555 Theodore Avenue – Suite A300 Rye, New York 10580

## 14. No Joint Venture.

Nothing herein contained shall be construed to have the effect of placing the parties hereto in the relationship of partners or joint venturers, or create any agency, or any other relationship other than that of Licensor and Licensee. No party shall have the power to obligate or bind any other party in any manner whatsoever except as expressly provided for herein.

# 15. Modifications of Agreement: Previous Agreement.

This Agreement can only be extended, waived or modified by a writing signed by both parties. This Agreement, including the Schedules attached hereto, contains the entire agreement between the parties concerning the subject matter hereof, and supersedes any pre-existing agreement and any oral or written communications between the parties concerning the subject matter hereof.

## 16. Enforcement.

Any provisions of this Agreement which are unenforceable in any jurisdiction in which this Agreement is sought to be enforced, or are invalid or contrary to the law of such jurisdiction, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case all remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenor of this Agreement as though no such invalid portion had ever been included herein. It is the intent of the parties to create a valid license to the Trademarks, and all provisions of this Agreement should be read to give this intent legal force and effect.

# 17. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed in the State of New York, without regard to conflicts of law principles.

## 18. <u>JURISDICTION</u>.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE ANY PROVISION OF THIS AGREEMENT, AND ALSO HEREBY IRREVOCABLY WAIVES ANY DEFENSE OF IMPROPER VENUE OR FORUM NON CONVENIENCE TO ANY SUCH ACTION BROUGHT IN THOSE COURTS, EACH PARTY HERETO CONSENTS TO SERVICE OF PROCESS BY EXPRESS COURIER OR OVERNIGHT DELIVERY AT ITS ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, EACH PARTY FURTHER IRREVOCABLY AGREES THAT ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE ANY PROVISION OF THIS AGREEMENT WILL BE BROUGHT ONLY IN ONE OF SUCH COURTS AND NOT IN ANY OTHER COURT.

## 19. Equitable Relief.

Licensor and Licensee acknowledge that their performance and obligations hereunder are unique, of extraordinary value, and that a material breach by either such party of any material obligation hereunder will cause the other such party irreparable damage which cannot be compensated with money only. Therefore, each such party agrees that the other such party, as a matter of right, shall be entitled to an injunction or other equitable relief, in addition to all other rights at law to prevent the material breach of any material terms or conditions hereof, and to enforce any rights of the party seeking equitable relief hereunder.

## 20. Payments.

All payments hereunder shall (i) be made in the United States in U.S. currency or by good check in U.S. dollars drawn on a bank approved by Licensor, and (ii) be deemed made on the date of receipt of checks by Licensor at Licensor's address set forth above or at such other address as Licensor shall specify in writing.

## 21. Waiver of Jury Trial.

Licensor and Licensee waive any right to trial by jury in any action, proceedings or counterclaim concerning this Agreement and any rights thereunder or any other argument delivered in connection herewith, if any, and agree that any such action, proceedings or counterclaim shall be tried before a court and not before a jury.

## 22. Execution.

This Agreement may be executed in one or more counterparts by facsimile or PDF signature (with all facsimile and PDF signatures to be deemed original signatures and equivalent

thereto for all purposes) which, when taken together, shall constitute a single instrument, and shall be effective when both parties have executed a counterpart.

# 23. Force Majeure.

If the performance of any provision of this Agreement by another party is prevented or delayed by reason of war, terrorist acts, mobilization, revolution, civil commotion, riot, flood, hurricane, act of God, or the public enemy, the party affected, shall promptly provide notice thereunder to the other party and shall be excused from such performance to the extent that it is prevented or delayed thereby during the continuance of any such happening of such that it is prevented or delayed thereby during the affected party is no longer prevented or delayed event until sixty (60) days after the date that the affected party is no longer prevented or delayed from performing the provisions of this Agreement by reason of the above events.

[Signature page follows, remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DELTA-GALIL USA INC

Name: ITZHAR WEINSTOCK

Title:

LITTLEMISSMATCHED, LLC

By: \_\_\_ Name:

Title:

# SCHEDULE A

<u>Trademarks</u>

Tuesday, January 10, 2017 Country: Australia	Trademark	List by Country			Page: 1
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
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LITTLEMISSMATCHED	13546/	1238747		1238747	Registered
	Delta Galil USA Inc.	05-May-2008		21-Apr-2011	05-May-2018
Cla	ss(es): 14 lnt., 16 lnt., 18 lnt., 20 lnt.,	24 Int., 25 Int., 28 Int., 35 Int.	Attorney(s	): SD	
Agent	Name:		Agent Re	f:	
-	Client: Delta Galil USA Inc.		Client Re	f: 09254.00017	
				•	

Trademark Docket Number/SubCase Owner Name Application Number/Date Number/Date Number/Date Number/Date Number/Date Number/Date Next Renewal  LITTLEMISSMATCHED & Design 13547/ 830286314 830286314 Registered Miss Matched, Inc. 25-May-2009 21-Aug-2012 21-Aug-2022  Class(es): 18 Int. Attorney(s): SD	Tuesday, January 10, 2017  Country: Brazil	Trademark	List by Country	•		Page: 2
Miss Matched, Inc. 25-May-2009 21-Aug-2012 21-Aug-2022	Trademark		* *			
	LITTLEMISSMATCHED & Design	13547/	830286314		830286314	Registered
Class(es): 18 lnt. Attorney(s): SD		Miss Matched, Inc.	25-May-2009		21-Aug-2012	21-Aug-2022
	Class(e	es): 18 lnt.		Attorney	v(s): SD	
Agent Name: Agent Ref:	Agent Nan	ne:		Agent	Ref:	
Agent Name: Agent Ref: Client: Delta Galil USA Inc. Client Ref: 09254.00017	Clie	nt: Delta Galil USA Inc.		Client i	Ref: 09254.00017	

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Tuesday, January 10, 2017 Country: Brazil	Trademark	List by Country			Page: 3
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13548/	830286322		830286322	Registered
	Miss Matched, Inc.	25-May-2009		21-Aug-2012	Registered 21-Aug-2022
	Class(es): 25 Int.		Attorne	y(s): SD	
Age	nt Name:		Agent	Ref:	
<u> </u>	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 10, 2017 Country: Canada		Trademark List by Country				Page: 4	
Trademark		Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED		13545/	1393990			Pending	
		Delta Galil USA Inc.	02-May-2008				
		03 lnt., 09 lnt., 14 lnt., 16 lnt. Int., 26 lnt., 28 lnt., 35 lnt., 4		Int., 25 Attorne	y(s): TAL JWA SD		
	Agent Name:	Smart & Biggar		Agent	Ref:		
	Client:	Delta Galil USA Inc.		Client	Ref: 09254.00017		
LITTLEMISSMATCHED		13550/	1235119		940419	Registered	
		Delta Galil USA Inc.	15-Oct-2004	08-Aug-2012	09-Jun-2016	09-Jun-2031	
	Class(es):	16 Int., 20 Int., 24 Int., 25 Int.	, 28 Int., Wares	Attorne	y(s): JWA SD		
	Agent Name:			Agent	- :		
	Client:	Delta Galil USA Inc.		Client	Ref: 09254.00017		

13549/ 1393996 Delta Galil USA Inc. 02-May-2008

Class(es): 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 20 Int., 21 Int., 24 Int., 25

Int., 26 Int., 28 Int., 35 Int., 41 Int., Wares, Serv.

Agent Name:

Client: Delta Galil USA Inc.

Attorney(s): JWA SD

Agent Ref:

Client Ref: 09254.00017

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## Available Images:

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Frademark		Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewa
LITTLEMISSMATCHED		13552/	1008619		1046645	Registered
		Delta Galil USA Inc.	25-May-2012		07-Oct-2013	07-Oct-2023
	Class(es):	18 Int., 25 Int.		Attorney(s).	SD	
	Agent Name:			Agent Ref.	;	
	Client:	Delta Galil USA Inc.		Client Ref.	09254.00017	
LITTLEMISSMATCHED		13553/	1008620		1046647	Registered
		Delta Galil USA Inc.	25-May-2012		07-Oct-2013	07-Oct-2023
	Class(es):	35 Int.		Attorney(s).	SD	
	Agent Name:			Agent Ref.	;	
	Client:	Delta Galil USA Inc.		Client Ref.	09254.00017	

Tuesday, January 10, 2017 Country: Chile	Trademark	List by Country			Page: 7
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13555/	1007487		1046637	Registered
	Delta Galil USA Inc.	16-May-2012		07-Oct-2013	07-Oct-2023
	Class(es): 35 Int.		Attorne	y(s): SD	
Agei	nt Name:		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 10, 2017  Country: Chile	Trademark	List by Country			Page: 8
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13554/	1007486		1043745	Registered
	Delta Galil USA Inc.	16-May-2012		09-Oct-2013	09-Oct-2023
Class(e	es): 18 lnt., 25 lnt.		Attorne	y(s): SD	
Agent Nas	ne:		Agent	Ref:	
Clie	me: ent: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Inesday, January 10, 2017  Country: China (People's Republic)	Trademai	k List by Country			Page
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED	13559/	6804463		6804463	Registered
	Delta Galil USA Inc.	25-Jun-2008		21-Apr-2010	20-Apr-2020
	Class(es): 20 lnt.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
ITTLEMISSMATCHED	13563/	6804459		6804459	Registered
	Delta Galil USA Inc.	25-Jun-2008		21-Jul-2010	20-Jul-2020
	Class(es): 35 lnt.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13556/	6804466		6804466	Registered
	Delta Galil USA Inc.	25-Jun-2008		07-Apr-2010	06-Apr-2020
	Class(es): 14 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13558/	6804464		6804464	Registered
	Delta Galil USA Inc.	25-Jun-2008		07-Nov-2010	06-Nov-2020
	Class(es): 18 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13560/	6804462		6804462	Registered
	Delta Galil USA Inc.	25-Jun-2008		07-Nov-2010	06-Nov-2020
	Class(es): 24 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	

Fuesday, January 10, 2017	Trademark List by Country				Page: 1	
Country: China (People's Republi	r)					
Frademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED	13561/	6804461		6804461	Registered	
	Delta Galil USA Inc.	25-Jun-2008	13-Dec-2012	14-Mar-2013	13-Mar-2023	
	Class(es): 25 Int.		Attorney(s)	: SD		
	Agent Name:		Agent Ref	<b>}</b>		
	Client: Delta Galil USA Inc.		Client Ref	99254.00017		
LITTLEMISSMATCHED	13562/	6804460		6804460	Registered	
	Delta Galil USA Inc.	25-Jun-2008		14-Aug-2010	13-Aug-2020	
	Class(es): 28 Int.		Attorney(s)	: SD		
	Agent Name:		Agent Ref	•		
	Client: Delta Galil USA Inc.		Client Ref	99254.00017		
LITTLEMISSMATCHED	13557/	6804465		6804465	Registered	
	Delta Galil USA Inc.	25-Jun-2008		21-Apr-2010	20-Apr-2020	
	Class(es): 16 Int.		Attorney(s)	; SD		
	Agent Name:		Agent Ref	•		
	Client: Delta Galil USA Inc.		Client Ref	99254.00017		

Tuesday, January 10, 2017	Trademark	List by Country			Page: 1
Country: China (People's Republic)					
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13574/	6804471		6804471	Registered
	Delta Galil USA Inc.	25-Jun-2008		14-Nov-2010	13-Nov-2020
<i>Class(es)</i> : 24 lnt.			Attorney(	(s): SD	
Agent Name: Client: Delta Galil USA Inc.			Agent R	ef:	
			Client R	ef: 09254.00017	

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Tuesday, January 16, 2017	Trademark	List by Country			Page: 12
Country: China (People's Republic)  Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13573/ Delta Galil USA Inc.	6804472 25-Jun-2008		6804472 21-May-2010	Registered 20-May-2020
Class(es): 20 Int.  Agent Name:  Client: Delta Galil USA Inc.		25 341 2000	Attorney(s): SD  Agent Ref: Client Ref: 09254.00017		

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Tuesday, January 18, 2017	Trademark	List by Country			Page: 13	
Country: China (People's Republic)						
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED & Design	13577/	6804467		6804467	Registered	
	Delta Galil USA Inc.	25-Jun-2008		21-Jul-2010	20-Jul-2020	
Class(es): 35 lnt.			Attorney	(s): SD		
Agent Name: Client: Delta Galil USA Inc.		Agent Ref: Client Ref: 09254.00017				
			Client l	Ref: 09254.00017		

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Tuesday, January 10, 2017  Country: China (People's Republic)	Trademark	List by Country			Page: 14	
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED & Design	13564/	6804475		6804475	Registered	
	Delta Galil USA Inc.	25-Jun-2008		21-Apr-2010	20-Apr-2020	
Class(es): 14 Int.			Attorney(s	s): SD		
Agent Name: Client: Delta Galil USA Inc.		Agent Ref: 09254.00017				
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Tuesday, January 10, 2017  Country: China (People's Republic)	Trademark	List by Country			Page: 15
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13571/	6804474		6804474	Registered
	Delta Galil USA Inc.	25-Jun-2008		21-May-2010	20-May-2020
$\boldsymbol{C}$	lass(es): 16 lnt.		Attorne	y(s): SD	
Agent Name:			Agent	Ref:	
•	Client: Delta Galii USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 10, 2017  Country: China (People's Republic)	Trademark	List by Country			Page: 16
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13572/	6804473		6804473	Registered
	Delta Galil USA Inc.	25-Jun-2008		14-Nov-2010	13-Nov-2020
C	lass(es): 18 lnt.		Attorne	y(s): SD	
Agent Name:			Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 10, 2017  Country: China (People's Republic)	Trademark	List by Country			Page: 17	
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED & Design	13575/	6804470		6804470	Registered	
	Delta Galil USA Inc.	25-Jun-2008	13-Dec-2012	14-Mar-2013	13-Mar-2023	
Class(es	i): 25 Int.		Attorney(s): SD			
Agent Name:		Agent Ref:				
Clien	tt: Delta Galil USA Inc.		Client	Ref: 09254.00017		

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Tuesday, January 10, 2017  Country: China (People's Republic)	Trademark	List by Country			Page: 18
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13576/	6804469		6804469	Registered
	Delta Galil USA Inc.	25-Jun-2008		07-Nov-2010	06-Nov-2020
Class	(es): 28 Int.		Attorney	v(s): SD	
Avent No	me:		Agent	Ref:	
CI	ient: Delta Galil USA Inc.		Client l	<b>Ref:</b> <b>Ref:</b> 09254.00017	

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MISSMATCHED 13578/ 6804478 6804478 Registered Delta Galil USA Inc. 25-Jun-2008 14-Nov-2010 13-Nov-2020

Class(es): 24 Int.

Agent Name:

Agent Ref: Client: Delta Galil USA Inc. Client Ref: 09254.00017

> **TRADEMARK REEL: 005970 FRAME: 0539**

Attorney(s):

Tuesday, January 10, 2017		Trademark	List by Country			Page:
Country: China (People's Republi						-
Trademark		Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MISSMATCHED		13579/	6804477		6804477	Registered
		Delta Galil USA Inc.	25-Jun-2008	13-Dec-2012	13-Mar-2013	12-Mar-2023
	Class(es):	25 Int.		Attorney(s)	s SD	
	Agent Name:			Agent Ref	:	
	Client:	Delta Galil USA Inc.		Client Ref	09254.00017	
 MISSMATCHED		13580/	6804476		6804476	Registered
		Delta Galil USA Inc.	25-Jun-2008		21-Jul-2010	20-Jul-2020
	Class(es):	35 Int.		Attorney(s)	s SD	
	Agent Name:			Agent Ref	•	
	Client:	Delta Galil USA Inc.		Client Ref	99254.00017	

Trademark		Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewa
LITTLEMISSMATCHED		13581/	6887095		6887095	Registered
		Delta Galil USA Inc.	02-May-2008		07-Apr-2011	02-May-2018
	Class(es):	14 Int., 16 Int., 18 Int., 20 Int.,	35 Int.	Attorney(s)	: SD	
	Agent Name:	Gevers & Partners NV		Agent Ref	•	
	Client:	Delta Galil USA Inc.		Client Ref	99254.00017	
LITTLEMISSMATCHED		13582/	5744867		5744867	Registered
		Delta Galil USA Inc.	08-Mar-2007		25-Jul-2008	08-Mar-2017
	Class(es):	24 Int., 25 Int., 27 Int., 28 Int.		Attorney(s)	: SD	
	Agent Name:	Gevers & Partners NV		Agent Ref	•	
	Client:	Delta Galil USA Inc.		Client Ref	9 09254.00017	

Tuesday, January 10, 2017	Trademark	List by Country	Y		Page: 21
Country: European Union (Community)					
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13583/	6887038		6887038	Registered
	Delta Galil USA Inc.	02-May-2008		31-Mar-2011	02-May-2018
	Class(es): 14 Int., 16 Int., 18 Int., 20 Int.,	28 Int., 35 Int.	Attorney	v(s): SD	
$A_{ij}$	gent Name: Gevers & Partners NV		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 16, 2017	Trademark	List by Country			Page: 22
Country: European Union (Community)					
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design #2	13584/	5744875		5744875	Registered
	Delta Galil USA Inc.	08-Mar-2007		17-Sep-2008	08-Mar-2017
C	Class(es): 24 Int., 25 Int., 27 Int., 28 Int.		Attorne	y(s): SD	
Agen	at Name: Gevers & Partners NV		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 10, 2017  Country: India	Trademark	List by Country			Page: 33
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED	13586/	1684348		1684348	Registered
	Delta Galil USA Inc.	06-May-2008		12-Oct-2011	06-May-2018
$\boldsymbol{c}$	lass(es): 14 Int., 16 Int., 18 Int., 20 Int.,	24 Int., 25 Int., 28 Int., 35 Int.	Attorney(s)	: SD	
Agen	t Name:		Agent Rej	r.	
Ü	Client: Delta Galil USA Inc.			99254.00017	
LITTLEMISSMATCHED & Design	13587/	1684350			Pending
	Delta Galil USA Inc.	06-May-2008			

Agent Name:

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Client: Delta Galil USA Inc.

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Class(es): 14 Int., 16 Int., 18 Int., 20 Int., 24 Int., 25 Int., 28 Int., 35 Int.



TRADEMARK REEL: 005970 FRAME: 0544

SD

Attorney(s):

Agent Ref: 09254.00017

Tuesday, January 10, 2017 Trademark List by Country Country: Israel						
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED	14262/	257631		257631	Registered	
	Delta Galil USA Inc.	25-Jul-2013	26-Feb-2015	01-Jun-2015	25-Jul-2023	
	Class(es): 03 Int., 12 Int., 14 Int., 18 Int.,	24 Int., 25 Int., 26 Int.	Attorney	(s): SD		
	Agent Name: Sanford T. Colb & Co.		Agent I	Ref:		
	Client: Delta Galil USA Inc.		Client I	Ref: 09254.00017		
LITTLEMISSMATCHED & Design	14263/	257632		257632	Registered	
	Delta Galil USA Inc.	25-Jul-2013		01-Jun-2015	25-Jul-2023	
	Class(es): 03 Int., 12 Int., 14 Int., 18 Int.,	24 Int., 25 Int., 26 Int.	Attorney	(s): SD		
	Agent Name: Sanford T. Colb & Co.		Agent I	Ref:		
	Client: Delta Galil USA Inc.		Client I	Ref: 09254.00017		

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Tuesday, January 10, 2017 Country: Israel	Trademark	List by Country			Page: 25
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MISSMATCHED	14264/	257633		257633	Registered
	Delta Galil USA Inc.	25-Jul-2013		01-Jun-2015	25-Jul-2023
	Class(es): 03 Int., 12 Int., 14 Int., 18 Int.,	24 Int., 25 Int., 26 Int.	Attorney(s)	: SD	
			Agent Rej	r.	
	Agent Name: Sanford T. Colb & Co.  Client: Delta Galil USA Inc.		Client Re	: 09254.00017	
			•		

Tuesday, January 10, 2017 Country: Jamaica	Trademark	List by Country			Page: 36	
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED	13587/	53023		53023	Registered	
	Miss Matched, Inc.	19-Nov-2008		19-Nov-2008	19-Nov-2018	
	Class(es): 25 Int.		Attorney	(s): SD		
	Agent Name:		Agent Ref: Client Ref: 09254.00017			
Client: Delta Galil USA Inc.			Client l	Ref: 09254.00017		

nesday, January 10, 2017 Trademark List by Country Country: Japan					
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED	13589/	2005064930		4933347	Registered
	Delta Galil USA Inc.	14-Jul-2005		03-Mar-2006	03-Mar-2026
	Class(es): 25 Int.		Attorney(s	): JWA SD	
	Agent Name:	ent Name:		Agent Ref:	
	Client: Delta Galil USA Inc.		Client Re	f: 09254.00017	
LITTLEMISSMATCHED	13588/	2008036643		5259541	Registered
	Delta Galil USA Inc.	13-May-2008		21-Aug-2009	21-Aug-2019
	Class(es): 14 Int., 16 Int., 18 Int., 20 Int	t., 24 Int., 28 Int., 35 Int.	Attorney(:	s): SD	
	Agent Name:		Agent Re	f:	
	Client: Delta Galil USA Inc.		Client Re	f: 09254.00017	

Tuesday, January 10, 2017  Country: Japan	Trademark	List by Country			Page: 28
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13590/	2008036644		5259542	Registered
	Delta Galii USA Inc.	13-May-2008		21-Aug-2009	21-Aug-2019
	Class(es): 14 Int., 16 Int., 18 Int., 20 Int., 2	24 Int., 28 Int., 35 Int.	Attorney(	(s): SD	
Age	ent Name:		Agent R	ef:	
	Client: Delta Galil USA Inc.		Client R	ef: 09254.00017	

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Tuesday, January 10, 2017  Country: Japan	Trademark	List by Country			Page: 29	
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED & Design	13591/	2008049172		5228159	Registered	
	Delta Galil USA Inc.	20-Jun-2008		01-May-2009	01-May-2019	
Clas		Attorney(s): SD				
Avent Name:			Agent Ref:			
Client: Delta Galil USA Inc.			Agent Ref: 09254.00017			

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MISSMATCHED 13592/ 2008036642 5259540 Registered Delta Galil USA Inc.

Class(es): 24 Int., 25 Int., 35 Int.

Agent Name:

Client: Delta Galil USA Inc.

13-May-2008 21-Aug-2009 21-Aug-2019

Attorney(s):

Agent Ref:

Client Ref: 09254.00017

Tuesday, January 10, 2017  Country: Korea, Republic of	Trademark	List by Country			Page: 3
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED	15295/	45-2014-6865		45-59395	Registered
	Delta Galil USA Inc.	29-Aug-2014	29-May-2015	01-Oct-2015	01-Oct-2025
	Class(es): 14 Int., 16 Int., 18 Int., 20 Int.,	24 Int., 25 Int., 28 Int., 35 Int.	Attorne	ey(s): MAH SD	
	Agent Name: Barun IP & Law		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	
LITTLEMISSMATCHED & Design	15294/	45-2014-6864		45-59394	Registered
	Delta Galii USA Inc.	29-Aug-2014	08-Jun-2015	01-Oct-2015	01-Oct-2025
	Class(es): 14 Int., 16 Int., 18 Int., 20 Int.,	24 Int., 25 Int., 28 Int., 35 Int.	Attorne	ey(s): MAH SD	
	Agent Name: Barun IP & Law		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 10, 2017 Country: Kuwait	Trademark	List by Country			Page: 31	
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED & Design	13593/	103149		85369	Registered	
	Miss Matched, Inc.	11-May-2009		17-Apr-2011	11-May-2019	
Class(es,	): 18 Int.	Attorney(s): SD				
Agent Name:			Agent l	Ref:		
Clien	t: Delta Galil USA Inc.		Client l	Ref: 09254.00017		

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Tuesday, January 10, 2017  Country: Kuwait	Trademark	List by Country			Page: 32	
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED & Design	13594/	103150		85370	Registered	
	Miss Matched, Inc.	11-May-2009		17-Apr-2011	11-May-2019	
Class	s(es): 25 lnt.		Attorney(s): SD			
Agent N	Agent Ref:					
C		Client	Ref: 09254.00017			

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	Trademark	List by Country			Page: 33
Country: Lebanon Frademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13595/	5220		123368	Registered
	Miss Matched, Inc.	28-Jul-2009		04-Aug-2009	04-Aug-2024
	Class(es): 18 Int., 25 Int.		Attorney(s): SD		
Agent Name:			Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Fuesday, January 10, 2017  Country: Mexico		Trademark	List by Country			Page: 3
Frademark		Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED		13600/	932605		1068799	Registered
		Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es):	24 Int.		Attorney(s):	SD	
	Agent Name:			Agent Ref:		
	Client:	Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED		13601/	932606		1068800	Registered
		Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es):	25 Int.		Attorney(s):	SD	
	Agent Name:			Agent Ref:		
	Client:	Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED		13603/	932608		1069463	Registered
		Delta Galil USA Inc.	09-May-2008		29-Oct-2008	09-May-2018
	Class(es):	35 Int.		Attorney(s):	SD	
	Agent Name:			Agent Ref:		
	Client:	Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED		13596/	932601		1068795	Registered
		Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es):	14 Int.		Attorney(s):	SD	
	Agent Name:			Agent Ref:		
	Client:	Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED		13599/	932604		1068798	Registered
		Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es):	20 Int.		Attorney(s):	SD	
	Agent Name:			Agent Ref:		
	Client:	Delta Galil USA Inc.		Client Ref:	09254.00017	

Fuesday, January 10, 2017	Tradema	irk List by Country	,		Page
Country: Mexico					
frademark	Docket Number/SubCase Owner Name	: Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewa
LITTLEMISSMATCHED	13598/	932603		1068797	Registered
	Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es): 18 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13597/	932602		1068796	Registered
	Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es): 16 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13602/	932607		1068801	Registered
	Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es): 28 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	

Tuesday, January 10, 2017  Country: Mexico	Trademark	List by Country			Page: 36
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13610/	932618		1068179	Registered
	Delta Galil USA Inc.	09-May-2008		23-Oct-2008	09-May-2018
C	lass(es): 28 lnt.		Attorney	(s): SD	
Class(es): 28 Int.  Agent Name:  Client: Delta Galii USA Inc.			Agent l	Ref:	
	Client: Delta Galil USA Inc.		Client i	Ref: Ref: 09254.00017	

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Tuesday, January 10, 2017 Country: Mesico	Trademark	List by Country			Page: 37		
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal		
LITTLEMISSMATCHED & Design	13606/	932614		1068176	Registered		
	Delta Galil USA Inc.	09-May-2008		23-Oct-2008	09-May-2018		
CI	ass(es): 18 Int.		Attorney(s): SD				
Agent Name:			Agent	Ref:			
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017			

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Tuesday, January 10, 2017  Country: Mexico	Trademark	List by Country			Page: 38		
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal		
LITTLEMISSMATCHED & Design	13611/	932619		1068180	Registered		
	Delta Galil USA Inc.	09-May-2008		23-Oct-2008	09-May-2018		
Class(es	Class(es): 35 lnt.						
Avent Name:			Agent Ref: Client Ref: 09254.00017				
Client: Delta Galil USA Inc.			Client	Ref: 09254.00017			

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Tuesday, January 10, 2017 Country: Mexico	Trademark	List by Country	,		Page: 39
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13609/	932617		1068178	Registered
	Delta Galil USA Inc.	09-May-2008		23-Oct-2008	09-May-2018
	Class(es): 25 Int.		Attorne	y(s): SD	
Ag	Class(es): 25 lnt. ent Name:		Agent	Ref:	
•	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 10, 2017 Country: Mexico	Trademark	List by Country	,		Page: 40		
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal		
LITTLEMISSMATCHED & Design	13608/	932616		1068177	Registered		
	Delta Galil USA Inc.	09-May-2008		23-Oct-2008	09-May-2018		
•	Class(es): 24 Int.		Attorney(s): SD				
Class(es): 24 Int. Agent Name:		Agent Ref:					
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017			

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Tuesday, January 10, 2017 Country: Mexico	Trademark	List by Country	,		Page: 41		
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal		
LITTLEMISSMATCHED & Design	13605/	932613		1068175	Registered		
	Delta Galil USA Inc.	09-May-2008		23-Oct-2008	09-May-2018		
	Class(es): 16 lnt.		Attorney(s): SD				
Agent Name:		Agent Ref:					
	Client: Delta Galil USA Inc.	Client Ref: 09254.00017					

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Tuesday, January 10, 2017 Country: Mexico	Trademark	List by Country	,		Page: 42
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13604/	932612		1068174	Registered
	Delta Galil USA Inc.	09-May-2008		23-Oct-2008	09-May-2018
	Class(es): 14 Int.		Attorno	ey(s): SD	
Ag	Class(es): 14 Int. ent Name:		Agent		
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Tuesday, January 10, 2017 Country: Mesico	Trademark	List by Country	,		Page: 43
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13607/	932615		1091524	Registered
	Delta Galil USA Inc.	09-Feb-2009		24-Mar-2009	09-Feb-2019
	Class(es): 20 Int.		Attorne	ey(s): SD	
$A_{ij}$	gent Name: Bufete Soni		Agent	Ref:	
	Class(es): 20 lnt. gent Name: Bufete Soni Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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 13612/
 932609
 1068802
 Registered

 Delta Galil USA Inc.
 09-May-2008
 27-Oct-2008
 09-May-2018

Class(es): 24 Int.
Agent Name:

Client: Delta Galil USA Inc.

May-2008 27-Oct-2008 09-\*\*Attorney(s): SD

Agent Ref:

Client Ref: 09254.00017

Country: Mexico						
Trademark		Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MISSMATCHED	•••••	13614/	932611		1068804	Registered
		Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es):	35 Int.		Attorney(s):	SD	
	Agent Name:			Agent Ref:		
	Client:	Delta Galil USA Inc.		Client Ref:	09254.00017	
MISSMATCHED		13613/	932610		1068803	Registered
		Delta Galil USA Inc.	09-May-2008		27-Oct-2008	09-May-2018
	Class(es):	25 Int.		Attorney(s):	SD	
	Agent Name:			Agent Ref:		
	Client:	Delta Galil USA Inc.		Client Ref:	09254.00017	

Tuesday, January 10, 2017	Trademar	k List by Country			Page: 45	
Country: Russian Federation						
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
LITTLEMISSMATCHED	13615/	2008713861		383131	Registered	
	Miss Matched, Inc.	04-May-2008		10-Jul-2009	04-May-2018	
	Class(es): 14 lnt., 16 lnt., 18 lnt., 20 ln	t., 24 Int., 25 Int., 28 Int., 35 Int.	Attorney(s):	SD		
	Agent Name:		Agent Ref:			
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017		
LITTLEMISSMATCHED & Design	13616/	2008713867		383132	Registered	
	Miss Matched, Inc.	05-May-2008		10-Jul-2008	05-May-2018	
	Class(es): 14 lnt., 16 lnt., 18 lnt., 20 ln	t., 24 Int., 25 Int., 28 Int., 35 Int.	Attorney(s):	SD		
	Agent Name:		Agent Ref:			
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017		

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Tuesday, January 16, 2017  Country: Russian Federation	Trademark	List by Country			Page: 46
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MISSMATCHED	13617/	2008713857		399145	Registered
	Miss Matched, Inc.	04-May-2008		20-Jan-2010	04-May-2018
	Class(es): 20 Int., 24 Int., 25 Int., 35 Int.		Attorney	v(s): SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client l	Ref: 09254.00017	

Tuesday, January 10, 2017  Country: United States of America	Trademar	k List by Country			Page: 4°
Frademark	Docket Number/SubCase Owner Name	Application Number/Date		Registration Number/Date	Status Next Renewal
3 SOCKS 2 FEET 1 YOU	13486/	7/830017		3852468	Registered
	Delta Galil USA Inc.	18-Sep-2009		28-Sep-2010	28-Sep-2020
	Class(es): 35 Int.		Attorney(s):	JWA SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galif USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13453/	77/597669		4400326	Registered
	Delta Galil USA Inc.	22-Oct-2008		10-Sep-2013	10-Sep-2023
	Class(es): 25 lnt.		Attorney(s):	ETC SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13489/	'8/340021		3565830	Registered
	Delta Galil USA Inc.	12-Dec-2003		20-Jan-2009	20-Jan-2019
	Class(es): 16 lnt., 28 Int.		Attorney(s):	JWA SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13459/	77/462947		4440417	Registered
	Delta Galil USA Inc.	01-May-2008		26-Nov-2013	26-Nov-2023
	Class(es): 14 Int.		Attorney(s):	ETC SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13464/	77/597659		4198768	Registered
	Delta Galil USA Inc.	22-Oct-2008		28-Aug-2012	28-Aug-2022
	Class(es): 26 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	

Tuesday, January 10, 2017  Country: United States of America	Trademai	rk List by Country			Page: 40
Trademark	Docket Number/SubCase Owner Name	Application Number/Date		Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED	13465/	77/597677		4206198	Registered
	Delta Galil USA Inc.	22-Oct-2008		11-Sep-2012	11-Sep-2022
	Class(es): 24 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13467/	77/597714		4335082	Registered
	Delta Galil USA Inc.	22-Oct-2008		14-May-2013	14-May-2023
	Class(es): 16 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13469/	77/597762		4198769	Registered
	Delta Galil USA Inc.	22-Oct-2008		28-Aug-2012	28-Aug-2022
	Class(es): 03 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13850/	77/983486		4347060	Registered
	Delta Galil USA Inc.	01-May-2008	,	04-Jun-2013	04-Jun-2023
	Class(es): 18 Int., 35 Int.		Attorney(s):	ETC SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
LITTLEMISSMATCHED	13481/	77/675683		3956417	Registered
	Delta Galil USA Inc.	23-Feb-2009		10-May-2011	10-May-2021
	Class(es): 41 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	

Tuesday, January 18, 2017	Trademark	List by Country			Page: 4		
Country: United States of Americ	s						
Frademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal		
LITTLEMISSMATCHED	13456/	77/371114		3904659	Registered		
	Delta Galil USA Inc.	14-Jan-2008		11-Jan-2011	11-Jan-2021		
	Class(es): 25 Int.		Attorne	y(s): JWA SD			
	Agent Name:		Agent	Ref:			
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017			
LITTLEMISSMATCHED	13504/	5/626750		4332897	Registered		
	Delta Galil USA Inc.	16-May-2012		07-May-2013	07-May-2023		
	Class(es): 12 Int.		Attorne	y(s): SD			
	Agent Name:		Agent	Ref:			
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017			
ITTLEMISSMATCHED	15155/	86/296214			Allowed		
	Delta Galil USA Inc.	30-May-2014	16-Dec-2014				
	Class(es): 09 Int.		Attorne	v(s): MAH JWA SD			
	Agent Name:		Agent	Ref:			
	Client: Delta Galil USA Inc.		• • • • • • • • • • • • • • • • • • • •	Ref: 09254.00017			
ITTLEMISSMATCHED	13490/	'8/346652		3565831	Registered		
	Delta Galil USA Inc.	30-Dec-2003		20-Jan-2009	20-Jan-2019		
	Class(es): 20 Int., 24 Int.		Attorne	y(s): JWA SD			
	Agent Name:		Agent				
	Client: Delta Galil USA Inc.			Ref: 09254.00017			

Tuesday, January 10, 2017  Country: United States of America	Trademark	List by Country			Page: 50
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13901/	77/983487		4347061	Registered
	Delta Galil USA Inc.	01-May-2008		04-Jun-2013	04-Jun-2023
	Class(es): 18 Int., 28 Int., 35 Int.		Attorno	ey(s): ETC SD	
A	gent Name:		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

LITTLEMISSMATCH Girl

 $S: Varietie ctual\ Property VCPI\ Images VLITTLEMISSMATCH\ Girl.jpg$ 



Tuesday, January 10, 2017  Country: United States of America	Trademark	List by Country			Page: 51
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13458/	77/462932		4440416	Registered
	Delta Galil USA Inc.	01-May-2008		26-Nov-2013	26-Nov-2023
•	Class(es): 14 Int.		Attorne	y(s): ETC SD	
Agent Name:			Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

LITTLEMISSMATCH Girl

 $S: Varietie ctual\ Property VCPI\ Images VLITTLEMISSMATCH\ Girl.jpg$ 



Tuesday, January 10, 2017  Country: United States of America	Trademark				Page: 52
Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LITTLEMISSMATCHED & Design	13495/	8/980525		3518530	Registered
	Delta Galil USA Inc.	26-Apr-2005		14-Oct-2008	14-Oct-2018
Class(es,	): 16 Int., 24 Int., 25 Int.		Attorney	(s): JWA SD	
Agent Name	e:		Agent l	Ref: 09254.00017	
Clien	t: Delta Galil USA Inc.		Client l	Ref: 09254.00017	

LITTLEMISSMATCH Girl

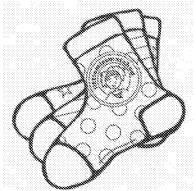
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Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal		
LITTLEMISSMATCHED & Socks Design	13482/	7/711305		3978626	Registered		
	Delta Galii USA Inc.	10-Apr-2009		14-Jun-2011	14-Jun-2021		
Cla	ss(es): 18 lnt.		Attorne	y(s): SD			
Agent Name:			Agent Ref:				
Client: Delta Galil USA Inc.			Client Ref: 09254.00017				

LITTLEMISSMATCH Socks

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LMM 13487/ 7/932957 4135938 Registered Delta Galil USA Inc.

Class(es): 18 Int., 25 Int.

Agent Name:

Client: Delta Galil USA Inc.

10-Feb-2010 01-May-2012 01-May-2022

Attorney(s):

Agent Ref:

Client Ref: 09254.00017

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Trademark	Docket Number/SubC Owner Name	Case Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
LMM SLIDERZ	13502/	5/496783		4400845	Registered
	Delta Galil USA Inc.	15-Dec-2011		10-Sep-2013	10-Sep-2023
	Class(es): 25 Int.		Attorney(s):	ETC SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
MISSMATCHED	13474/	77/600874		4264817	Registered
	Delta Galii USA Inc.	27-Oct-2008		25-Dec-2012	25-Dec-2022
	Class(es): 18 Int.		Attorney(s):	SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
MISSMATCHED	13457/	77/462905		4444010	Registered
	Delta Galil USA Inc.	01-May-2008		03-Dec-2013	03-Dec-2023
	Class(es): 25 Int., 35 Int.		Attorney(s):	ETC SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
MIXTERMAX	13496/	8/980563		3522761	Registered
	Delta Galil USA Inc.	26-Apr-2005		21-Oct-2008	21-Oct-2018
	Class(es): 25 Int.		Attorney(s):	JWA SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	
PROJECT SOCK	13497/	:5/169488		3989245	Registered
	Delta Galil USA Inc.	04-Nov-2010		05-Jul-2011	05-Jul-2021
	Class(es): 25 Int.		Attorney(s):	JWA SD	
	Agent Name:		Agent Ref:		
	Client: Delta Galil USA Inc.		Client Ref:	09254.00017	

Fuesday, January 10, 2017  Country: United States of Americ		List by Country			Page:
Frademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PROJECT SOCK	13505/	85/638712		4341244	Registered
	Delta Galil USA Inc.	30-May-2012	12-Mar-2013	28-May-2013	28-May-2023
	Class(es): 35 Int., 41 Int.		Attorne	y(s): SD	
	Agent Name:		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	
ROJECT TEE	13501/	:5/469999		4266872	Registered
	Delta Galil USA Inc.	10-Nov-2011		01-Jan-2013	01-Jan-2023
	Class(es): 25 Int., 41 Int.		Attorne	y(s): SD	
	Agent Name:		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	
SMELLY SOCKS	1.3500/	85/448882		4377107	Registered
	Delta Galil USA Inc.	17-Oct-2011		30-Jul-2013	30-Jul-2023
	Class(es): 25 Int.		Attorne	y(s); ETC SD	
	Agent Name:		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	
PIN-O-RAMA!	13461/	77/462995		3734837	Registered
	Delta Galil USA Inc.	01-May-2008		05-Jan-2010	05-Jan-2020
	Class(es): 25 Int.		Attorne	y(s): SD	
	Agent Name:		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	
THINK OUTSIDE THE SOCKS	13480/	77/661403		3931632	Registered
	Delta Galil USA Inc.	02-Feb-2009		15-Mar-2011	15-Mar-2021
	Class(es): 25 Int., 35 Int.		Attorne	y(s): JWA SD	
	Agent Name:		Agent	Ref:	
	Client: Delta Galil USA Inc.		Client	Ref: 09254.00017	

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Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
YOUBEYOU	13499/	5/278343		4361798	Registered	
	Delta Galil USA Inc.	28-Mar-2011		02-Jul-2013	02-Jul-2023	
Class(es): 03 Int.			Attorney(s)	ETC SD		
Agent Name:		Agent Ref:				
Client: Delta Galil USA Inc.		Client Ref: 09254.00017				

## SCHEDULE B

# Licensed Channels of Distribution

Any distribution channel except for retailers and channels lower than the level of Wal-Mart.

## SCHEDULE C

## **Products**

All products except:

(i) products that are licensed under the Bicycle License; and(ii) products that are not reasonably appropriate for the nature and character of the Trademarks.

# SCHEDULE D

Inventory

## SCHEDULE E

## Claims

Action captioned "I.C., a minor, by her mother and natural guardian Ellen Solovsky v. Delta Galil USA and Sock Drawer, LLC" (the "Action") alleging copyright infringement and other claims with respect to Licensor's use of a "Hi/Bye" design. The Action is pending in the United States District Court for the Southern District of New York under case # 1:14 - cv - 7289-GHW.

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