

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bag Bazaar Ltd.		11/04/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KVZ International Limited		
<b>Street Address:</b>	P.O Box 957		
<b>Internal Address:</b>	Offshore Incorporations Centre		
<b>City:</b>	Roadtown, Tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Entity Type:</b>	Company: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77560031	ACTIVE ENERGY SYSTEM	
<b>Serial Number:</b>	77537951	WHATEVER	
<b>Serial Number:</b>	85852059	SNAP & MATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122234134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 895-4327		
<b>Email:</b>	edocket@crowell.com,majitsingh@crowell.com		
<b>Correspondent Name:</b>	Preetha Chakrabarti		
<b>Address Line 1:</b>	590 Madison Avenue, 20th Floor		
<b>Address Line 2:</b>	Crowell & Moring LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2524		
<b>ATTORNEY DOCKET NUMBER:</b>	109797.0000149		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Preetha Chakrabarti		
<b>Address Line 1:</b>	590 Madison Avenue, 20th Floor		
<b>Address Line 2:</b>	Crowell & Moring LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2524		

OP \$90.00 77560031

<b>NAME OF SUBMITTER:</b>	Preetha Chakrabarti
<b>SIGNATURE:</b>	/Preetha Chakrabarti/
<b>DATE SIGNED:</b>	02/08/2017
<b>Total Attachments: 6</b> source=Executed Version - BB Trademark Assignment#page1.tif source=Executed Version - BB Trademark Assignment#page2.tif source=Executed Version - BB Trademark Assignment#page3.tif source=Executed Version - BB Trademark Assignment#page4.tif source=Executed Version - BB Trademark Assignment#page5.tif source=Executed Version - BB Trademark Assignment#page6.tif	

**TRADEMARK ASSIGNMENT AND ASSUMPTION  
AGREEMENT**

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Trademark Assignment”) entered into as of November 4, 2016, is made by BAG BAZAAR LTD., a New York corporation (the “ASSIGNOR”), in favor of of KVZ INTERNATIONAL LIMITED, a British Virgin Islands company (“ASSIGNEE”). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

**WHEREAS**, ASSIGNOR owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the “Trademarks”), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

**WHEREAS**, ASSIGNOR, GBG USA INC. (“GBG”) and Stockholders entered into that certain Asset Purchase Agreement, dated as of November 4, 2016 (the “Purchase Agreement”), pursuant to which GBG agrees to purchase certain assets from ASSIGNOR, including the Trademarks, and all goodwill of the business associated with the Trademarks and the associated trademark registrations of the Trademarks; and

**WHEREAS**, GBG has assigned and transferred to ASSIGNEE all of its right to acquire the Trademarks, and ASSIGNEE accepted such assignment; and

**WHEREAS**, ASSIGNEE desires to acquire from ASSIGNOR, and ASSIGNOR desires to transfer, assign and convey to ASSIGNEE, all of ASSIGNOR’S right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. ASSIGNOR hereby assigns, conveys and transfers to ASSIGNEE, its successors and permitted assigns, all of ASSIGNOR’S right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of ASSIGNOR to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by ASSIGNEE, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Trademark Assignment not been made.

2. Further Assurances. ASSIGNOR and Accessory Exchange LLC, a New York limited liability company, hereby each agree to execute, or cause to be executed, upon the reasonable request of ASSIGNEE, such additional instruments, documents, declarations, consents and papers as are reasonably necessary to continue, secure, defend and register the

Trademarks, and to otherwise give full effect to and to perfect the rights of ASSIGNEE under this Trademark Assignment, including, without limitation, all documents reasonably necessary to record in the name of ASSIGNEE the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Rights Cumulative; Terms of the Purchase Agreement. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Nothing contained herein will itself supersede, change, amend, rescind, extend, waive, or alter (nor should it be deemed or construed as superseding, changing, amending, rescinding, extending, waiving or altering) or in any way affect the terms or conditions of the Purchase Agreement, including, but not limited to the representations and warranties contained in Section 4.7 of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement will control. This Trademark Assignment is intended only to effect the transfer of the Trademarks as contemplated by, and pursuant to the Purchase Agreement and shall be governed entirely with accordance the terms of the Purchase Agreement.

4. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile or other electronic version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

6. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.


7. Binding Effect; Assignment. This Trademark Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

8. Section Titles. The titles of the sections of this Trademark Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Trademark Assignment itself.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties caused the foregoing to be duly executed in their name by their duly authorized representatives as of the date first set forth above.

BAG BAZAAR LTD.

By:   
Name: Solomon A. Sutton  
Title: President

KVZ INTERNATIONAL LIMITED


By: \_\_\_\_\_  
Name:  
Title:

Acknowledged & Agreed:

GBG USA INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCESSORY EXCHANGE LLC

By:   
Name: Abraham M. Dweck  
Title: President

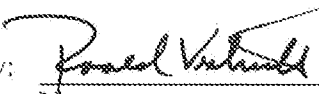
*[Signature Page to the Trademark Assignment and Assumption Agreement]*

IN WITNESS WHEREOF, the parties caused the foregoing to be duly executed in their name by their duly authorized representatives as of the date first set forth above.

BAG BAZAAR LTD.

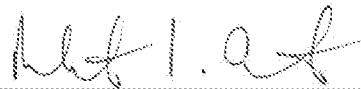
By: \_\_\_\_\_  
Name:  
Title:

KVZ INTERNATIONAL LIMITED

By:   
Name:  
Title:

Acknowledged & Agreed:

GBG USA INC.

By:   
Name: Robert K. Smits  
Title: EVP - Secretary

ACCESSORY EXCHANGE LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Trademark Assignment and Assumption Agreement]*

**SCHEDULE A**  
**TRADEMARKS**

Federal Registrations

<b>Trademark</b>	<b>CTRY</b>	<b>Goods</b>	<b>APPL No. / File Date</b>	<b>Registration No./Registration Date</b>	<b>Owner</b>
ACTIVE ENERGY SYSTEM	U.S.	IC 025. G & S. Hosiery; Leggings; Socks; Stockings.	Serial No. 77560031 / September 2, 2008	3648718 / June 30, 2009	Bag Bazaar, Ltd.
WHATEVER	U.S.	IC 025. G & S. Hosiery; Socks	Serial No. 77537951 / August 4, 2008. Suspended pending the disposition of Appl. Nos. 77/080665, 77/080677, 77/119953, and 77/361923	N/A	Bag Bazaar, Ltd.
SNAP & MATCH	U.S.	C 025 G & S. Socks	Serial No. 85852059 / February 17, 2013	4539292 / May 27, 2014	Bag Bazaar, Ltd.

International Registrations

<b>Trademark</b>	<b>CTRY</b>	<b>Goods</b>	<b>APPL No. / File Date</b>	<b>Registration No./Registration Date</b>	<b>Owner</b>
ACTIVE ENERGY SYSTEM	Canada	Hosiery, leggings, socks and stockings	Serial No. 1417321 / November 6, 2008	TMA803975 / August 9, 2011	Bag Bazaar Ltd.

WHATEVER	Canada	Leather goods, namely, handbags, all-purpose sport bags, satchels, cosmetic cases, tote bags, backpacks, wallets, billfolds, purses, coin purses, hosiery, socks, gloves, belts, scarves	1405616 / July 31, 2008	TMA804866 / August 19, 2011	Bag Bazaar Ltd.
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TRADEMARK  
REEL: 005985 FRAME: 0771