

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bag Bazaar Ltd.		03/02/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GBG USA INC.		
Street Address:	350 Fifth Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	77911824	OLIVIA + JOY	
Serial Number:	85291419	ADAM & ALIX	
Serial Number:	86113496	TWO BY TWO	
Serial Number:	86113483		
Serial Number:	86113505	TWO BY TWO	
Serial Number:	86080745	TWOBYTWO	
Serial Number:	75268186	WHATEVER	
Serial Number:	86608009	OLIVIA + JOY	
Serial Number:	86932704	LIV. OLIVIA + JOY	
Serial Number:	87141240	ILLUSIONS BY OLIVIA + JOY	
Serial Number:	86926705	CHARM POWER	
Serial Number:	86926222	CHARM POWER BOOST	
Serial Number:	86924255	SMART POUCH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(212) 895-4327		
Email:	edocket@crowell.com,majitsingh@crowell.com		

OP \$340.00 77911824

Correspondent Name: Preetha Chakrabarti
Address Line 1: 590 Madison Avenue, 20th Floor
Address Line 2: Crowell & Moring LLP
Address Line 4: New York, NEW YORK 10022-2524

ATTORNEY DOCKET NUMBER: 109797.0000162

NAME OF SUBMITTER: Preetha Chakrabarti

SIGNATURE: /Preetha Chakrabarti/

DATE SIGNED: 03/17/2017

Total Attachments: 9

source=15685114_BB Trademark Assignment #page1.tif
source=15685114_BB Trademark Assignment #page2.tif
source=15685114_BB Trademark Assignment #page3.tif
source=15685114_BB Trademark Assignment #page4.tif
source=15685114_BB Trademark Assignment #page5.tif
source=15685114_BB Trademark Assignment #page6.tif
source=15685114_BB Trademark Assignment #page7.tif
source=15685114_BB Trademark Assignment #page8.tif
source=15685114_BB Trademark Assignment #page9.tif

**TRADEMARK ASSIGNMENT AND ASSUMPTION
AGREEMENT**

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Trademark Assignment”) entered into as of March 2, 2017, is made by BAG BAZAAR LTD., a New York corporation (the “ASSIGNOR”), in favor of GBG USA INC., a Delaware corporation (“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, ASSIGNEE and Stockholders entered into that certain Asset Purchase Agreement, dated as of March 2, 2017 (the “Purchase Agreement”), pursuant to which ASSIGNEE 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, 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. Assignee hereby accepts such assignment and agrees to assume the Assumed Liabilities of Assignor under the Purchase Agreement, as they relate to the Trademarks.

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.

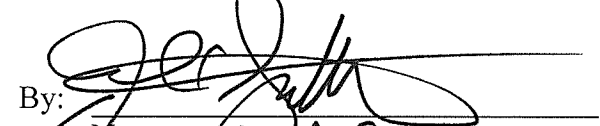
7. Binding Effect; Assignment. This Trademark Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder 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: J. K. A. Sutton
Title: Vice President

GBG USA INC.

By: _____
Name:
Title:

Acknowledged & Agreed:

ACCESSORY EXCHANGE LLC

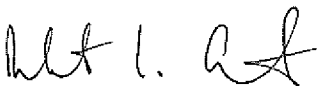
By: 
Name: J. K. A. Sutton
Title: Vice President

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:

GBG USA INC.

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

Acknowledged & Agreed:

ACCESSORY EXCHANGE LLC

By: _____
Name:
Title:

[Signature Page to the Trademark Assignment and Assumption Agreement]

SCHEDULE A
TRADEMARKS

Federal Registrations

Trademark	CTRY	Goods	APPL No. / File Date	Registration No./Registration Date	Owner
OLIVIA + JOY	U.S.	IC 025. G & S: Belts; Gloves; Hats; Hosiery; Leggings; Leotards; Mittens; Mufflers; Scarves; Socks and stockings	App. No. 77911824 / January 14, 2010	Reg. No. 3898070 / December 28, 2010	Bag Bazaar Ltd.
ADAM & ALIX	U.S.	IC 018. G & S: Backpacks; Cosmetic cases sold empty; Handbags; Key cases; Luggage; Tote bags; Wallets.	App. No. 85291419 / April 11, 2011	Reg. No. 4052837 / November 8, 2011	Bag Bazaar Ltd.
TWO BY TWO	U.S.	IC 025. G & S: Hosiery IC 018 G & S: Backpacks; Handbags; Wallets.	App. No. 86113496 / November 8, 2013	Reg. No. 4634024 / November 4, 2014	Bag Bazaar Ltd.

II
TWOBYTWO

II	U.S.	IC 018 G & S: Backpacks; Handbags; Wallets.	App. No. 86113483 / November 8, 2013	Reg. No. 4634022 / November 4, 2014	Bag Bazaar Ltd.
II	U.S.	IC 018 G & S: Backpacks; Handbags; Wallets.	App. No. 86113505 / November 8, 2013	Reg. No. 4622456 / October 14, 2014	Bag Bazaar Ltd.
TWOBYTWO	U.S.	IC 018 G & S: Handbags; Purses, Wallets.	App. No. 86080745 / October 2, 2013	Reg. No. 4622397 / October 14, 2014	Bag Bazaar Ltd.
WHATEVER	U.S.	IC 018 G & S: leather goods, namely, handbags, sport bags, satchels, tote bags, backpacks, tote bags, wallets, billfolds.	App. No. 75268186 April 2, 1997	Reg. No. 2158684 May 19, 1998	Bag Bazaar Ltd.
OLIVIA + JOY	U.S.	IC 018 G & S: All-purpose carrying bags; Bags for carrying babies' accessories; Carry-all bags; Diaper bags	App. No. 86608009 / April 23, 2015	N/A	Bag Bazaar Ltd.
LIV. OLIVIA + JOY	U.S.	IC 018. G & S: Handbags, tote bags, backpacks, wallets, wristlet bags, pouches for holding make-up, keys, and other personal items, credit card holders, and business card cases	App. No. 86932704 / March 8, 2016	N/A	Bag Bazaar Ltd.
		IC 025. G & S: Hats;			

		Hosiery; Leggings; Scarves; Pants; Denim, namely, jackets, pants, shirts, and shorts; Shirts; Shorts; Jackets; Dresses; Skirts; Blouses; Sweaters; Sweat pants; Sweatshirts; Belts; Socks; Lingerie; Pajamas				Bag Bazaar Ltd.
ILLUSIONS BY OLIVIA + JOY	U.S.	IC 018 G & S: Handbags, tote bags, backpacks, messenger bags, wallets, wristlet bags, pouches and credit card and business card holders IC 025. 039. G & S: Hats; Hosiery; Leggings; Scarves; Pants; Denim; Shirts; Shorts; Jackets; Dresses; Skirts; Blouses; Sweaters; Sweat pants; Sweatshirts; Belts; Socks; Lingerie; Pajamas	App. No. 87141240 / August 17, 2016	N/A		Bag Bazaar Ltd.
CHARM POWER	U.S.	IC 018 G & S: Handbags, tote bags, backpacks, wallets, wristlet bags, pouches for holding make-up, keys, and other personal items, credit card holders, and business card cases.	App. No. 86926705 / March 2, 2016	N/A		Bag Bazaar Ltd.
CHARM POWER	U.S.	IC 018 G & S: Handbags, tote bags, backpacks,	App. No. 86926222 / March	N/A		Bag Bazaar Ltd.

BOOST		wallets, wristlet bags, pouches for holding make-up, keys, and other personal items, credit card holders, and business card cases.	2, 2016		
SMART POUCH	U.S.	IC 018 G & S: Handbags	App. No. 86924255 / March 1, 2016	N/A	Bag Bazaar Ltd.

International Registrations

Trademark	CTRY	Goods	APPL No. / File Date	Registration No./Registration Date	Owner
OLIVIA + JOY	Canada	IC 018 Backpacks; cosmetic cases sold empty; handbags; key cases; luggage; tote bags; wallets IC 025 Belts; Gloves; Hats; Hosiery; Leggings; Leotards; Mittens; Mufflers; Scarves; Socks and Stockings	App. No. 1517940 / March 7, 2011	Reg. No. TMA871929 / February 21, 2014	Bag Bazaar Ltd.
OLIVIA + JOY	WIPO (Australia, China, European Union, and South	IC 018 Backpacks; cosmetic cases sold empty; handbags; key cases; luggage; tote bags; wallets IC 025 Belts; Gloves; Hats;		Reg. No. 1069473 / February 16, 2011	Bag Bazaar Ltd.

	Korea)	Hosiery; Leggings; Leotards; Mittens; Mufflers; Scarves; Socks and Stockings			
--	--------	---	--	--	--