

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422572

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	03/31/2017

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUDSON GROUP (HG) RETAIL LLC		03/31/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	DUFRY AG (DUFRY SA) (DUFRY LTD)
<b>Street Address:</b>	Brunngasslein 12
<b>City:</b>	Basel
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	4052
<b>Entity Type:</b>	Aktiengesellschaft (Ag): SWITZERLAND

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	4988203	H HUDSON
<b>Registration Number:</b>	4583696	H HUDSON
<b>Registration Number:</b>	4017115	TECH ON THE GO
<b>Registration Number:</b>	3913517	KIDS WORKS

## CORRESPONDENCE DATA

Fax Number: 2128189606

*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: 2124048714

Email: mlerner@ssbb.com

Correspondent Name: Mark Lerner, Esq.

Address Line 1: 230 Park Avenue, Suite 1130

Address Line 4: New York, NEW YORK 10169

## DOMESTIC REPRESENTATIVE

Name: Mark Lerner, Esq.

Address Line 1: 230 Park Avenue, Suite 1130

Address Line 2: Satterlee Stephens LLP

CH \$115.00 4988203

<b>Address Line 4:</b> New York, NEW YORK 10169	
<b>NAME OF SUBMITTER:</b>	Mark Lerner
<b>SIGNATURE:</b>	/mark lerner/
<b>DATE SIGNED:</b>	04/05/2017
<b>Total Attachments: 3</b> source=Assignment_signed#page1.tif source=Assignment_signed#page2.tif source=Assignment_signed#page3.tif	

## NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

WHEREAS, Hudson Group (HG) Retail LLC, a limited liability company of Delaware with a place of business at One Meadowlands Plaza, East Rutherford, New Jersey 07073 ("Assignor"), is the owner of all right, title, and interest in and to the trademarks set forth on Schedule A, annexed hereto, in connection with retail services, retail management services and consultation services, including registrations for those marks in the United States and Canada as set forth therein (the "Trademarks"); and

WHEREAS, Dufry AG (Dufry SA) (Dufry Ltd), an aktiengesellschaft of Switzerland with a place of business at Brunngässlein 12 Basel Switzerland 4052 ("Assignee"), is desirous of acquiring from Assignor said Trademarks for use with all goods and services in connection with which Assignor has established rights and registrations;

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all Assignor's right, title and interest in and to the Trademarks;

WHEREAS, the parties wish to confirm their understanding and intention that Assignee be considered the owner of all right, title, and interest to the Mark and Registrations,;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell and assign to Assignee, *nunc pro tunc*, the entire right, title, and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and symbolized thereby.




Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any property rights of Assignor in the Trademarks, including the right to sue for past infringement of the Trademarks, and to do all such acts and things in relation thereto and as its successors, legal representatives or assigns, shall deem desirable. Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason.

This instrument is executed by, and shall be binding upon, Assignor, his successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

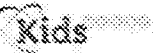


SCHEDULE A

USA

Trademark	Serial/Reg. No.	Goods/Services
	4988203	Class 35: Retail store services featuring a wide variety of goods of others; the bringing together, for the benefit of others, of a variety of goods, enabling customers to conveniently view and purchase those goods
	4583696	retail store services featuring newspapers, magazines, books, snack food, beverages, clothing, film, and other sundries
TECH ON THE GO	4017115	Retail store services featuring personal electronic devices and related accessories, namely, MP3 players, DVD players, cameras, GPS navigation systems, electronic games, headphones, luggage, backpacks, tote bags, satchels, computer and laptop accessories
	3913517	Class 35: Retail stores featuring toys, games, music recordings, pre-recorded videos and clothing

CANADA

Trademark	Serial/Reg. No.	Goods/Services
	TMA818965	Retail stores featuring toys, games, music recordings, pre-recorded videos and clothing.