

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424315

<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>
Nasty Gal Inc.		02/28/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nasty Gal Limited		
<b>Street Address:</b>	49-51 Dale Street		
<b>City:</b>	Manchester		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	M1 2HF		
<b>Entity Type:</b>	Public Company Limited By Shares: ENGLAND		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86917053		
<b>Serial Number:</b>	86955621	NASTY GAL	
<b>Serial Number:</b>	85964637	NASTY GAL	
<b>Serial Number:</b>	86912642	NASTY GALAXY	
<b>Registration Number:</b>	4549130	SHOE CULT	
<b>Registration Number:</b>	4728316	AFTER PARTY	
<b>Registration Number:</b>	4728317	AFTER PARTY BY NASTY GAL	
<b>Registration Number:</b>	3953331	NASTY GAL	
<b>Registration Number:</b>	4444069	NASTY GAL	
<b>Registration Number:</b>	4548339	NASTY GAL	
<b>Registration Number:</b>	4951612	NASTY GALLERY	
<b>Registration Number:</b>	4426477	SHOE CULT BY NASTY GAL	
<b>Registration Number:</b>	4422832	SUPER NASTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6509385200		
<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>	(650) 988-8500		
<b>Email:</b>	trademarks@fenwick.com, jdueck@fenwick.com		

CH \$340.00 86917053

**Correspondent Name:** Fenwick & West LLP c/o Sally Abel, Esq.  
**Address Line 1:** 801 California Street  
**Address Line 2:** Silicon Valley Center  
**Address Line 4:** Mountain View, CALIFORNIA 94041-1990

**ATTORNEY DOCKET NUMBER:** 33867-00071-1409

**NAME OF SUBMITTER:** Sally M. Abel, Esq.

**SIGNATURE:** /sabel/

**DATE SIGNED:** 04/19/2017

**Total Attachments: 8**

source=US Trade Mark Assignment signed by NASTY GAL INC#page1.tif  
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## TRADE MARK ASSIGNMENT AGREEMENT

### TERRITORY: UNITED STATES

This TRADE MARK ASSIGNMENT AGREEMENT (“**Trade Mark Assignment**”), dated as of February 28, 2017 is made between Nasty Gal Inc. (“**Seller**”), a California corporation located at 523 W. 6th Street, Suite 330, Los Angeles, California 90014, and Nasty Gal Limited (formerly known as Boohoo F I Limited) (“**Buyer**”), a company limited by shares registered in England, company number 10487954, located at 49-51 Dale Street, Manchester, England, M1 2HF.

The parties agree as follows:

#### **1 Assignment.**

- 1.1 Seller hereby irrevocably assigns to Buyer all of Seller's right, title, and interest in and to the trade mark registrations and applications set forth on Schedule 1 (the “**Trade Marks**”), together with the goodwill of the business and any unregistered trade mark rights connected with the use of, and symbolized by, the Trade Marks; provided that, with respect to the United States intent-to-use trade mark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trade mark pertains, and that business is ongoing and existing.

#### **2 Recordation**

Seller hereby authorizes the relevant trade mark registry to record and register this Trade Mark Assignment upon request by Buyer.

#### **3 Counterparts.**

This Trade Mark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trade Mark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trade Mark Assignment.

#### **4 Successors and Assigns.**

- 4.1 This Trade Mark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trade Mark Assignment as of the date first above written.

NASTY GAL INC.

By: *Joe Scirocco*

Name: Joe Scirocco

Title: President/Chief Restructuring Officer

ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF LOS ANGELES )

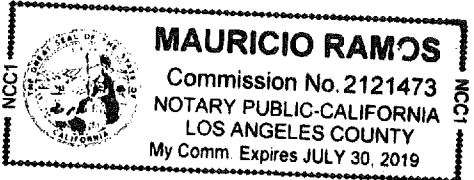
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On the 24 day of February, 2017, before me personally appeared Joseph Scirocco, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity, and acknowledged the instrument to be the free act and deed of Nasty Gal Inc. for the uses and purposes mentioned in the instrument.

*Mauricio Ramos*

Notary Public  
Printed Name: MAURICIO RAMOS

My Commission Expires: 7/30/2019



AGREED TO AND ACCEPTED:

NASTY GAL LIMITED

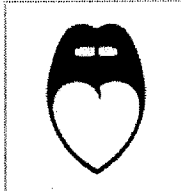
By: \_\_\_\_\_

Name:

Title:

**SCHEDULE 1**

**TRADE MARKS**

<b>Trade mark</b>	<b>Territory</b>	<b>Classes</b>	<b>Serial number</b>	<b>Registration number</b>	<b>Application date</b>
(Design only) 	United States	25, 35	86917053		23 February 2016
NASTY GAL	United States	18	86955621		28 March 2016
NASTY GAL	United States	03, 09, 14	85964637		19 June 2013
NASTY GALAXY	United States	16, 25, 41	86912642		18 February 2016
SHOE CULT	United States	25, 35	85964684	4549130	19 June 2013
AFTER PARTY	United States	25	86000955	4728316	2 July 2013
AFTER PARTY BY NASTY GAL	United States	25	86000962	4728317	2 July 2013
NASTY GAL	United States	35	77949164	3953331	3 March 2010
NASTY GAL	United States	25	77949179	4444069	3 March 2010
NASTY GAL (Stylized)	United States	25, 35	85713556	4548339	27 August 2012
NASTY GALLERY	United States	41, 45	85746814	4951612	5 October 2012
SHOE CULT BY NASTY GAL	United States	25, 35	85692569	4426477	1 August 2012
SUPER NASTY	United States	16, 41	85682100	4422832	19 July 2012

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AGREED TO AND ACCEPTED:

NASTY GAL LIMITED


By:  \_\_\_\_\_

Name: *Neil Calto*

Title: *Director*

61290604.2

**SCHEDULE 1**  
**TRADE MARKS**

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