

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425927

<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>
QVC, Inc.		05/02/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kayser-Roth Corporation		
<b>Street Address:</b>	102 Corporate Center Blvd.		
<b>City:</b>	Greensboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27408		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4280073	YOUTOPIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	336.378.5356		
<b>Email:</b>	Kim.Gatling@smithmoorelaw.com		
<b>Correspondent Name:</b>	Kimberly Bullock Gatling		
<b>Address Line 1:</b>	300 North Greene Street, Suite 1400		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>NAME OF SUBMITTER:</b>	Jessica Halbert		
<b>SIGNATURE:</b>	/JessicaHalbert/		
<b>DATE SIGNED:</b>	05/02/2017		
<b>Total Attachments: 2</b>			
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OP \$40.00 4280073

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), made as of the 29th day of March, 2017, by and between QVC, Inc., a Delaware corporation (the "Assignor"), and Kayser-Roth Corporation, a Delaware corporation (the "Assignee").

### RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in U.S. Trademark Registration No. 4,280,073 for YOUTOPIA for tops, skirts, pants, jackets, and dresses ("the Mark"); and

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, interest and goodwill in the Mark;

NOW, THEREFORE, in consideration of the foregoing recitals, Assignee's payment to Assignor of Five Thousand Dollars (\$5,000.00) contemporaneously herewith, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to Assignee the entire right, title and interest in and to the Mark, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, the Goodwill and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all Causes of Action, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
2. Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (A) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (B) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (C) obtaining any additional trademarks protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (D) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

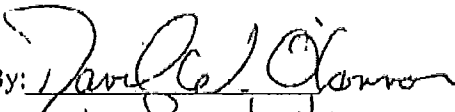
3. The Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark.

4. Assignor hereby represents and warrants to Assignee that Assignor has not heretofore sold, transferred, assigned or encumbered any of its right, title or interest in the Mark, and that it has the authority to transfer and assign the Mark and associated goodwill and enter into this Assignment and perform its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.


ASSIGNOR:

QVC, Inc.

By:   
Title: Vice President

ASSIGNEE:

Kayser-Roth Corporation

By: Kevin Toomey   
Title: President and CEO