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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

08/19/2017
 900417990

ETAS ID: TM439904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.J. & H.B. 1788 CASHMERE MILLS LIMITED		03/29/2010	Corporation: SCOTLAND

RECEIVING PARTY DATA	
Name:	RETAIL BRAND ALLIANCE, INC.
Street Address:	100 PHOENIX AVENUE 346 Madison Avenue
City:	ENFIELD New York
State/Country:	CONNECTICUT New York
Postal Code:	06082 10017
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	0509216	BRAEMAR
Registration Number:	1326018	BRAEMAR INTERNATIONAL

CORRESPONDENCE DATA	
Fax Number:	2126264557
<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:	2126264557
Email:	LISA.ROSAYA@bakermckenzie.COM
Correspondent Name:	LISA ROSAYA
Address Line 1:	452 Fifth Ave
Address Line 2:	BAKER & MCKENZIE LLP
Address Line 4:	New York, NEW YORK 10018

NAME OF SUBMITTER:	LISA W. ROSAYA
SIGNATURE:	/LWR/
DATE SIGNED:	08/19/2017

Total Attachments: 18
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ASSIGNATION

among

J.J.&H.B. 1788 CASHMERE MILLS LIMITED (IN ADMINISTRATION)

and

RETAIL BRAND ALLIANCE, INC.

and

THE ADMINISTRATORS

2010

SLM.B10035.1012

FAS NO 7646



TODS MURRAY LLP
SOLICITORS

Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9AG

Tel 0131 656 2000 Fax 0131 656 2020 DX ED58

Also at: 33 Bothwell Street Glasgow G2 6NL Tel 0141 275 4771 Fax 0141 275 4781 DX 512815-Glasgow Central

Email maildesk@todsmurray.com

www.todsmurray.com

ASSIGNATION

between

J.J. & H.B. 1788 Cashmere Mills Limited (in Administration) incorporated in Scotland with Company Number SC263388 and having its Registered Office at Caerlee Mills, Innerleithen, Peeblesshire EH44 6HP (the “**Assignor**”) acting by its Joint Administrators James Bernard Stephen and Malcolm Cohen, both of BDO LLP, 55 Baker Street, London W1U 7EU (the “**Administrators**”);

and

Retail Brand Alliance, Inc., incorporated in the State of Delaware, USA, and having an office at 346 Madison Avenue, New York, NY 10017, USA (hereinafter referred to as the “**Assignee**”);

and

The Administrators

WHEREAS:-

- (A) The Assignor acquired certain rights to the Trademarks and Related Assets (as defined below) pursuant to the Deeds of Transfer (as such term is hereinafter defined) and otherwise acquired and claims rights to certain of the Trademarks and Related Assets;
- (B) The Administrators were appointed as administrators of the Assignor by the Directors of the Assignor, by notice dated and lodged in the Court of Session on 5th January 2010; and
- (C) The Assignor now wishes to assign, and the Assignee wishes to acquire, whatever right, title and interest the Assignor may have to the Trademarks and the Related Assets, on and subject to the terms and conditions set out herein.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:-

1 Interpretation

- 1.1 In this Assignment, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Consideration**” means the sum of Seventy Thousand Pounds (£70,000) Sterling;

“**Deeds of Transfer**” means the deeds of transfer entered into on or around 3rd September 2008 between United Cashmere Brands Vedjegyhasznosito KFT (“UCB”) and the Assignor, in terms of which the Assignor acquired from UCB certain rights in and to the Trade Marks (as defined therein);

“**Trademarks and Related Assets**” means: (i) the word mark “Braemar”, the “Braemar” word and stag design mark and the stag design marks and all common-law rights in such trademarks and the pending applications and registrations for such trademarks throughout the world further details of which are set out in the Schedule together with any rights including pending applications and registrations (if any) in the relevant classes to which the Assignor has rights at the date of this Assignment (the foregoing are collectively referred to in this Assignment as the “**Trademarks**”); (ii) all intellectual property and proprietary information owned by the Assignor and related to the Trademarks including, without limitation, patterns, designs, drawings, any library of designs or samples in the Assignor’s possession, custody or control, all software related to or embodying patterns used in the production of garments bearing any of the Trademarks and the copyright in such software, all archives and records relating or referring to the advertising and promotion and sale of goods bearing the Trademarks, all customer and supplier lists and related information, all trade secrets, all trade names, and all domain names related thereto as set forth on the Schedule; (iii) all licenses of the Trademarks and/or any of the assets referred to in clause (ii) to third parties; (iv) all records relating to the prosecution, maintenance and renewal of all applications and registrations for the Trademarks set forth on the Schedule; and (v) the good will of the business associated with the Trademarks and the assets referred to in clauses (ii), (iii) and (iv).

“**Schedule**” means the schedule **annexed** to and forming part of this Assignment.

1.2 In this Assignment, unless the context otherwise requires:-

1.2.1 the clause headings are included for convenience only and shall not affect the construction or the interpretation of this Assignment;

1.2.2 use of the singular includes the plural and vice versa, and use of any gender includes the other genders;

1.2.3 reference to a “person” includes a natural person, firm, partnership, company, corporation, association, organisation, local or national governmental authority, state, foundation and trust (in each case whether or not having separate legal personality);

1.2.4 reference to any person or any party hereto includes his or its legal representatives and successors.

2 **Assignment and Payment**

2.1 Subject to the Assignor receiving payment in full of the Consideration (in accordance with Clause 2.2 below) the Assignor hereby sells, assigns and transfers to the Assignee whatever right, title and interest the Assignor may have, as at the last date of execution hereof, in and to the Trademarks and Related Assets.

2.2 Payment of the Consideration shall be made by the Assignee in full, on the last date of execution of this Assignment, by wire transfer of cleared funds to such bank account as may be nominated by the Administrators for that purpose.

3 Exclusion of Warranties

All representations, warranties, guarantees and conditions, express or implied and whether statutory or otherwise, are expressly excluded in relation to the sale, assignation and transfer of the Trademarks and Related Assets hereunder. In particular there are excluded, without limitation, warranties and conditions as to title, description and registration, and the Trademarks and Related Assets are sold, assigned and transferred subject to all and any encumbrances, liabilities and claims of third parties over them or in respect of their use, the cost of discharging or compromising any or all of which shall be the responsibility of the Assignee. The Assignee agrees that the provisions of this Assignment, in particular this Clause 3, are fair and reasonable in the circumstances of the insolvency of the Assignor and are in accordance with normal practice in administration sales. The exclusion of liability in this Assignment shall continue notwithstanding termination of the Administrator's agency and shall operate as unconditional waivers of any claims in delict or tort as well as under the law of contract. Such exclusions shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available.

4 Acknowledgement by Assignee

The Assignee acknowledges and agrees that it has satisfied itself as to the state and validity of the registrations of the Trademarks and that no reliance has been placed in this regard on any statement, or silence, of the Assignor or of the Administrators or of any of their employees, advisers, agents, partners or representatives.

5 Statement by Administrators

The Administrators confirm and acknowledge, it being understood and agreed that the following statements do not constitute representations, warranties, guaranties or conditions and that the terms and provisions of Clauses 3, 4 and 9.1 remain in full force and effect and, notwithstanding the making of these statements by the Administrators, control and govern the contractual relationship between the Assignor, the Administrators and the Assignee, that:

- (a) The Administrators have not sold, assigned or transferred any of the Trademarks and Related Assets to any person or entity other than the Assignee and are not at the date of execution hereof by them aware of any claims that the Assignor has so done;
- (b) The Administrators have not since their appointment received any written notice addressed to the Assignor, in administration, or to the Administrators, as such, and have not otherwise become aware of any documentary evidence, in any such case, of:
 - (i) The existence of a claim that any of the Trademarks infringes on any other trademark or right;
 - (ii) The existence of any infringement by any third party on any of the Trademarks;

- (iii) The existence of any lien, charge or security interest of any type or kind on any of the Trademarks and Related Assets; and/or
- (iv) The expiration without renewal within the permitted time period of any registration of any of the Trademarks in any jurisdiction, save that the Trademark registration in Greece number 97768 expired without renewal on 21 February 2010 and the registrations in Serbia and Montenegro will expire without renewal on 6 April 2010.

The Assignee confirms and acknowledges that, although it is relying on the truth in all material respects of the foregoing statements in determining to enter into this Assignment and to pay the Consideration, the Assignor and the Administrators will have no liability whatsoever to the Assignee in the event that any such statement is not in fact true.

6 Release of Liens and Charges

As a condition to the obligation of the Assignee to pay the Consideration, the Assignor and/or the Administrators shall deliver to the Assignee, concurrently with the execution and delivery of this Assignment, such written waivers, releases, certifications or other documents as shall be reasonably required by the Assignee and in form and substance satisfactory to the Assignee acting reasonably, evidencing the fact that there does not exist, as of the date of this Assignment, any lien, charge, claim or encumbrance held by any third party over the Trademarks and Related Assets or any part of them, all at the expense of the Assignee.

7 Further Assurances

The Assignor and the Administrators (so long as they shall hold such office) shall promptly at the request of the Assignee, but in all respects at the sole cost and expense of the Assignee:

- (a) do all acts and execute and swear all documents that are reasonably necessary to vest absolute and legal and beneficial ownership of the Trademarks and Related Assets in the Assignee (or in the Assignee's nominee) or to perfect the Assignee's (or the Assignee's nominee's) title thereto;
- (b) give to the Assignee such reasonable assistance as the Assignee may request in evidencing the Assignee's (or the Assignee's nominee's) title to the Trademarks and Related Assets; and
- (c) give to the Assignee such reasonable assistance in demonstrating the validity of and opposing any action or counterclaim to revoke the Trademarks and any trademarks registered pursuant to the transfer effected by this Assignment including if necessary providing evidence wherever possible of the use of the relevant marks.

8 Costs

For the avoidance of doubt, all costs, fees, outlays and expenses (including legal expenses and/or registration fees) ("Costs") which may be incurred in filing and/or registering the assignment made hereunder, in any jurisdiction, shall be payable solely by the Assignee. Neither the Assignor nor the Administrators shall have any obligation or liability in connection with the filing and/or registration of such assignment and/or any Costs which may be associated therewith.

9 Administrators not personally liable

9.1 No Liability

The Administrators shall incur no personal liability under or by virtue of this Assignment or any document executed pursuant thereto, including, without limitation, pursuant to Clause 7 above, nor in relation to any related matter or related claim whatsoever arising and whether in delict, tort, contract or any other right or remedy, including, without limitation, under Clause 5 above.

9.2 Administrators agent of the Assignor

The Administrators are acting only as agents of the Assignor and shall incur no personal liability by reason of their being parties to this Assignment or by reason of their acting as agent of the Assignor.

9.3 Administrators' rights preserved

Nothing in this Assignment shall operate to restrict or affect in any way any right of the Administrators to any indemnity, charge, lien or assurance to which by other contract or statute the Administrators are entitled.

10 Value Added Tax

10.1 Consideration Exclusive of VAT

The Consideration is exclusive of Value Added Tax ("VAT"). If it is determined by the appropriate government tax authority that VAT is payable, the Assignor shall issue a VAT invoice to the Assignee and the Assignee shall pay the VAT in addition to the Consideration, or if applicable, shall pay the VAT due within fifteen days of the date of the invoice so issued.

10.2 Consideration Outside Scope of VAT

The Assignee confirms that it has a business establishment in the United States of America and that it has no business or fixed establishment in the United Kingdom.

11 Governing Law

This Assignment shall be governed by and construed in accordance with the law of Scotland and the parties hereby irrevocably prorogate the non-exclusive jurisdiction of the Scottish courts so far as not already subject thereto.

IN WITNESS WHEREOF these presents typewritten on this and the five preceding pages are subscribed as follows:

SUBSCRIBED for and on behalf of the

Assignor at _____ on the _____ day of

_____ 2010 by JAMES BERNARD

STEPHEN, as Joint Administrator before this

witness:-

.....

Witness Joint Administrator

Full name

Address

.....

SUBSCRIBED for and on behalf of the

Assignee at _____ on the _____ day

of _____ 2010 by _____ ,

a director of the Assignee before this

witness:-

.....

Witness Director

Full name

Address

.....

SUBSCRIBED by JAMES BERNARD
STEPHEN, Administrator for and on behalf of
the Joint Administrators at Glasgow on the
day of 2010 before this witness:-

Witness

Full name James B Stephen

Address

.....

**This is the Schedule referred to in the foregoing Assignment among J.J & H.B 1788 Cashmere Mills Limited (In Administration) Retail
Brand Alliance Inc and the Administrators dated**

LIST OF TRADEMARK REGISTRATIONS

Country	Trademark	Reg. No.	Record Owner
Argentina	BRAEMAR	1885977	BRAEMAR Knitwear Limited
Austria	BRAEMAR & Stag's Head Device	8028	BRAEMAR Knitwear Ltd
Ireland	Stag's Head Device	103041	BRAEMAR Knitwear Ltd
Mexico	BRAEMAR	454633	BRAEMAR Knitwear Ltd
Switzerland	BRAEMAR	372140	BRAEMAR Knitwear Ltd
Uruguay	BRAEMAR & Stag's Head Device	245849	BRAEMAR Knitwear Ltd
Australia	BRAEMAR	A61615	Dawson International Holdings (UK) Ltd
Benelux	BRAEMAR & Stag's Head Device	21642	Dawson International Holdings (UK) Ltd
Chile	BRAEMAR	592803	Dawson International Holdings (UK) Ltd
Greece	BRAEMAR	97768	Dawson International Holdings (UK) Ltd

Japan	BRAEMAR	638568	Dawson International Holdings (UK) Ltd
Japan	BARRIE KNITWEAR LIMITED	2254285	Dawson International Holdings (UK) Ltd
Portugal	BRAEMAR	183790	Dawson International Holdings (UK) Ltd
Serbia & Montenegro	BRAEMAR	36705	Dawson International Holdings (UK) Ltd
Sweden	BRAEMAR & Stag's Head Device	71183	Dawson International Holdings (UK) Ltd
Uruguay	BRAEMAR	336003	Dawson International Holdings (UK) Ltd
Uruguay	BRAEMAR	336002	Dawson International Holdings (UK) Ltd
Australia	BRAEMAR & Stag's Head Device	99177	United Cashmere Brands
Bermuda	BRAEMAR	299	United Cashmere Brands
Bermuda	BRAEMAR & Stag's Head Device	298	United Cashmere Brands
Canada	BRAEMAR	25890	United Cashmere Brands
Canada	BRAEMAR & Stag's Head Device	25891	United Cashmere Brands
Canada	BRAEMAR OF SCOTLAND	370387	United Cashmere Brands
Canada	Stag's Head Device	372382	United Cashmere Brands
China	BRAEMAR (Class 18)	727423	United Cashmere Brands
China	BRAEMAR (Class 25)	700979	United Cashmere Brands
European Union	BRAEMAR & Stag's Head Device	151779	United Cashmere Brands

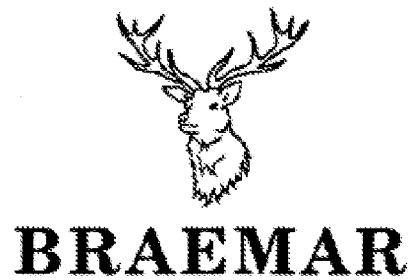
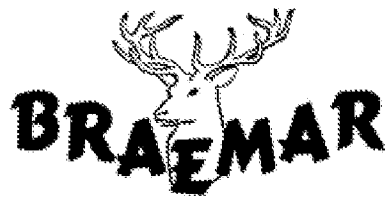
Germany	BRAEMAR	512039	United Cashmere Brands
Germany	BRAEMAR & Stag's Head Device	715399	United Cashmere Brands
Ireland	BRAEMAR	50340	United Cashmere Brands
Italy	BRAEMAR & Stag's Head Device	1136185	United Cashmere Brands
Hong Kong	BRAEMAR & Stag's Head	B8257/97	United Cashmere Brands
Hong Kong	BRAEMAR & Stag's Head Device	19541110	United Cashmere Brands
Republic of Korea	BRAEMAR	47591	United Cashmere Brands
Republic of Korea	BRAEMAR & Stag's Head	411434	United Cashmere Brands
Macau	BRAEMAR	N/018152	United Cashmere Brands
South Africa	BRAEMAR	1610/49	United Cashmere Brands
South Africa	BRAEMAR & Stags Head Device	1611/49	United Cashmere Brands
Spain	BRAEMAR & Stag's Head	188198	United Cashmere Brands
Switzerland	BRAEMAR & Stag's Head Device	P-338103	United Cashmere Brands
UK	Stag's Head Device	1032250	United Cashmere Brands
UK	BRAEMAR & Stag's Head Device in Circle	431305	United Cashmere Brands
UK	BRAEMAR & Stag's Head Device	577247	United Cashmere Brands
UK	BRAEMAR	582092	United Cashmere Brands

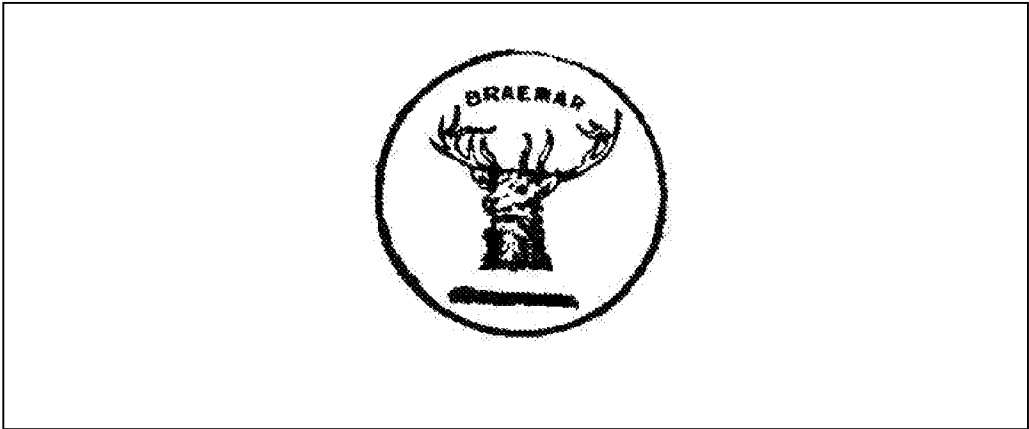
USA	BRAEMAR INTERNATIONAL & Stag's Head Device	1326018	United Cashmere Brands
USA	BRAEMAR	509216	United Cashmere Brands
France	BRAEMAR & Stag's Head Device	1537121	JJ HIB
Hong Kong	BRAEMAR	19750487	JJ HIB

BRAEMAR AND DESIGN MARKS



BRAEMAR
INTERNATIONAL





BRAEMAR DESIGN (DEER'S HEAD DESIGN)



BRAEMAR TRADE NAMES

BRAEMAR INTERNATIONAL
BRAEMAR KNITWEAR

BRAEMAR DOMAIN NAMES

www.braemar1868.com
www.braemar1868.co.uk

11 **Governing Law**

This Assignment shall be governed by and construed in accordance with the law of Scotland and the parties hereby irrevocably prorogate the non-exclusive jurisdiction of the Scottish courts so far as not already subject thereto.

IN WITNESS WHEREOF these presents typewritten on this and the five preceding pages are subscribed as follows:

SUBSCRIBED for and on behalf of the Assignor at Glasgow on the 29th day of March 2010 by JAMES BERNARD STEPHEN, as Joint Administrator before this witness:-

Witness [Signature]

[Signature]
Joint Administrator

Full name Andrew Lambie

Address 1/b Old W.P. 4 Arnamie Quay
70 York Street, Glasgow

SUBSCRIBED for and on behalf of the Assignee at New York on the 25th day of March, 2010 by Claudio Del Vecchio, a director of the Assignee before this witness:-

Witness [Signature]

[Signature]
Director

Full name JAMES D. HUYNH G.

Address WINSTON & STRAWN LLP
200 PARK AVENUE
NEW YORK, NY 10166

SUBSCRIBED by JAMES BERNARD

STEPHEN, Administrator for and on behalf of
the Joint Administrators at Glasgow on the
day of *March* 2010 before this witness:-

28th

Witness .. *Andrew Calder* .. *James B Stephen* ..

Full name .. *ANDREW CALDER* .. James B Stephen

Address .. *90 B/D W/L, 4 Atlantic Quay*
70 YORK STREETS, GLASGOW ..