

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arcadia Group Brands Limited		08/30/2014	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Evans Retail Limited		
Street Address:	70 Berners Street		
Internal Address:	Colegrave House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1T 3NL		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3411089	EVANS	
CORRESPONDENCE DATA			
Fax Number:	3125778994		
<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:	312-902-5200		
Email:	deborah.wing@kattenlaw.com		
Correspondent Name:	Deborah Wing c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	333842-19/EVANS/assignmen		
DOMESTIC REPRESENTATIVE			
Name:	Katten Muchin Rosenman LLP		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Deborah A. Wing		
SIGNATURE:	/DAW/		

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DATE SIGNED:	04/05/2018
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Total Attachments: 10

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EXECUTION VERSION

Dated 30 AUGUST 2014

ARCADIA GROUP BRANDS LIMITED
and
EVANS RETAIL LIMITED

Deed of Assignment – Trade Marks

Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222

Ref L-224613

A18631629/0.9

TRADEMARK
REEL: 006308 FRAME: 0028

THIS DEED is dated 30 AUGUST 2014 and is made BETWEEN:

- (1) **Arcadia Group Brands Limited**, a company incorporated in England and Wales with company number 01016191 whose registered office is at Colegrave House, 70 Berners Street, London, W1T 3NL (the "**Assignor**"); and
- (2) **Evans Retail Limited**, a company incorporated in England and Wales with company number 08907190 whose registered office is at Colegrave House, 70 Berners Street, London, W1T 3NL (the "**Assignee**").

WHEREAS

- (A) The Assignor and the Assignee entered into a business sale agreement dated 30 August 2014 under the terms of which the Assignor agreed to sell to the Assignee, and the Assignee agreed to purchase, the Evans business as carried on by the Assignor (the "**Business Sale Agreement**").
- (B) The Assignor is the proprietor of the Trade Marks (as defined below).
- (C) The Assignor and the Assignee have agreed to enter into this Deed to give effect to the transfer and assignment of the Trade Marks in accordance with the Business Sale Agreement.

THIS DEED WITNESSES as follows:

1 Interpretation

In this Deed, unless the context otherwise requires, the provisions in this Clause 1 apply.

1.1 Definitions

"**Business**" has the meaning given to it in the Business Sale Agreement; and

"**Trade Marks**" means all the registered trade marks and trade mark applications listed in the schedule to this Deed and any other trade marks and trade mark applications owned by the Assignor and used or held for use exclusively in relation to the Business.

1.2 The headings to the clauses are for convenience only and have no legal effect.

2 Assignment

- 2.1** Pursuant to the Business Sale Agreement, the Assignor hereby assigns to the Assignee, and shall procure that Barforce Limited shall in respect of any Trade Marks registered in the name of Evans Limited (now named Barforce Limited) assign to the Assignee as soon as practicable after the date of this Deed, such right, title and interest as it holds in the Trade Marks (including, for the avoidance of doubt, in the case of the Assignor any beneficial interests that it holds in any registered trade marks or trade mark applications that are not registered in the name of the Assignor but are used exclusively by the Assignor in relation to the Business), and any unregistered rights in marks the subject of the Trade Marks

(including the goodwill attaching to and symbolised by such marks the subject of the Trade Marks, but no other or greater goodwill), including:

- 2.1.1 the entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks; and
- 2.1.2 the right to bring or defend proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement or other cause of action arising from the ownership of any of the Trade Marks, whether occurring before, on or after the date of this Deed.

3 Further Assurance

The Assignor shall, and shall procure that Barforce Limited shall in respect of any Trade Marks registered in the name of Evans Limited (now named Barforce Limited), at the request and expense of the Assignee, sign any documents and do all other things which may reasonably be necessary for giving the Assignee the full benefit of all the provisions of this Deed, including entering into any separate assignments necessary for effecting the assignment of the Trade Marks in jurisdictions (if any) where this Deed is not effective in assigning the Trade Marks and registering the transfer of ownership of the Trade Marks with any relevant national or supra-national trade mark registry, office or other authority as soon as practicable after the date of this Deed.

4 Representations and warranties

The Assignor does not make, nor shall it be deemed to have made to the Assignee, any express or implied representation or warranty with respect to any of the Trade Marks.

5 Counterparts

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The parties may enter into this Deed by signing any such counterpart.

6 Law and Jurisdiction

- 6.1 This Deed and any non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

- 6.2 Each of the parties irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, which may arise out of or in connection with this Deed and that accordingly any proceedings arising out of or in connection with this Deed shall be brought only in such courts. Each of the parties irrevocably submits and agrees to submit to the jurisdiction of such courts and waives (and agrees not to raise) any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum or on any other ground.

Schedule – Trade Marks

No.	Trade Mark	Classes	Country	Applicant/Proprietor	Application No.	Registration No.	Status
1.	EVANS	25	Argentina	Arcadia Group Brands Limited	2920176	2364931	registered
2.	EVANS	25	Australia	Arcadia Group Brands Limited	1144262	1144262	registered
3.	EVANS	35	Australia	Arcadia Group Brands Limited	1565399		pending
4.	EVANS	25	Austria	Arcadia Group Brands Limited	29/92	143558	registered
5.	EVANS	25	Bahrain	Arcadia Group Brands Limited	2025	21360	registered
6.	EAST COAST	25	Bahrain	Arcadia Group Brands Limited	2004	24737	registered
7.	ESSENCE	25	Bahrain	Arcadia Group Brands Limited	2093	24736	registered
8.	ESSENCE	25	Benelux	Arcadia Group Brands Limited	200115	200115	registered
9.	EVANS	25	Bosnia & Herzegovina	Arcadia Group Brands Limited	BAZ0610558A	BAZ0610558A	registered
10.	EVANS	25	Brazil	Arcadia Group Brands Limited	826926530		pending
11.	evans (stylised)	25	Canada	Arcadia Group Brands Limited	1327572	668993	registered
12.	EVANS	14, 18, 35	Canada	Arcadia Group Brands Limited	1637029		pending
13.	EVANS	25	China	Arcadia Group Brands Limited	5756546	5756546	registered
14.	EVANS	25	Croatia	Arcadia Group Brands Limited	Z971438A	Z971438	registered
15.	apple device	9, 25, 35	CTM	Arcadia Group Brands Limited	10315869	10315869	registered
16.	DAISY AND EVE	18, 25, 35	CTM	Arcadia Group Brands Limited	8471575	8471575	registered
17.	DAISY AND EVE & device	18, 25, 35	CTM	Arcadia Group Brands Limited	8471625	8471625	registered
18.	EAST COAST	14, 18, 25	CTM	Arcadia Group Brands Limited	66845	66845	registered
19.	FINISH THE LOOK	14, 18, 25	CTM	Arcadia Group Brands Limited	7467962	7467962	registered
20.	heart device	9, 25, 35	CTM	Arcadia Group Brands Limited	10315976	10315976	registered
21.	hourglass device	9, 25, 35	CTM	Arcadia Group Brands Limited	10315844	10315844	registered
22.	pear device	9, 25, 35	CTM	Arcadia Group Brands Limited	10315786	10315786	registered
23.	EAST COAST	25	Cyprus	Evans Limited (renamed as Barforce Limited)	50460	50460	registered
24.	ESSENCE	25	Cyprus	Evans Limited (renamed as Barforce Limited)	50491	50461	registered
25.	EVANS	25	Egypt	Arcadia Group Brands Limited	103534	103534	registered
26.	EVANS	25	Estonia	Evans Limited (renamed as Barforce Limited)	9702133	28124	registered
27.	evans card device	09, 16, 25, 35, 36	European Community	Arcadia Group Brands Limited	5139787	5139787	registered

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No.	Trade Mark	Classes	Country	Applicant/Proprietor	Application No.	Registration No.	Status
28.	evans repeating device	09, 16, 35, 36	European Community	Arcadia Group Brands Limited	5139613	5139613	registered
29.	evans (stylised)	09, 16, 25, 35, 36	European Community	Arcadia Group Brands Limited	5139704	5139704	registered
30.	EVANS	14, 18, 25	European Community	Arcadia Group Brands Limited	66902	66902	registered
31.	EVANS	35, 38, 42	European Community	Arcadia Group Brands Limited	1692235	1692235	registered
32.	ESSENCE	25	Finland	Arcadia Group Brands Limited	199300511		registered
33.	ESSENCE	14, 18, 25	France	Arcadia Group Brands Limited	3067248		registered
34.	EVANS	14, 18, 25	Georgia	Arcadia Group Brands Limited	1124084	1124084	pending
35.	ESSENCE	25	Germany	Arcadia Group Brands Limited	H70717	30064814	registered
36.	EVANS	25	Gibraltar	Arcadia Group Brands Limited	6461	6461	registered
37.	EAST COAST	25	Gibraltar	Arcadia Group Brands Limited	7770	7770	registered
38.	EVANS	25	Guernsey	Arcadia Group Brands Limited	GGGT4432	GGGT4432	registered
39.	EVANS	25	Guernsey	Arcadia Group Brands Limited	GGGT3292	GGGT3292	registered
40.	EVANS	18	Guernsey	Arcadia Group Brands Limited	GGGT4431	GGGT4431	registered
41.	EVANS	14	Guernsey	Arcadia Group Brands Limited	GGGT4430	GGGT4430	registered
42.	EVANS	09	Guernsey	Arcadia Group Brands Limited	GGGT4429	GGGT4429	registered
43.	EAST COAST	25	Guernsey	Arcadia Group Brands Limited	GGGT4706	GGGT4706	registered
44.	PROFILE	25	Guernsey	Arcadia Group Brands Limited	GGGT3387	GGGT3387	registered
45.	EVANS	25	Hong Kong	Arcadia Group Brands Limited	300752652	300752652	registered
46.	EVANS	25	Hungary	Arcadia Group Brands Limited	M9702117	150790	registered
47.	EVANS	25	Iceland	Arcadia Group Brands Limited	772	1353	registered
48.	EVANS	25	India	Arcadia Group Brands Limited	1600791	1600791	registered
49.	EVANS	35	India	Arcadia Group Brands Limited	1598331	1598331	registered
50.	EVANS	35	International Protocol (Madrid)	Arcadia Group Brands Limited	1124676	1124676	registered
51.	EVANS	14, 18, 25	International Protocol (Madrid)	Arcadia Group Brands Limited	1124084	1124084	registered
52.	CURVES BY NATURE, FASHION BY EVANS	35	International Protocol (Madrid) designating European Community, Iceland, Turkey	Arcadia Group Brands Limited	891129	891129	registered
53.	EVANS COLLECTION	25	Ireland	Arcadia Group Brands Limited	1558248	1558248	registered
54.	EVANS	25	Ireland	Arcadia Group Brands Limited	173994	173994	registered

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No.	Trade Mark	Classes	Country	Applicant/Proprietor	Application No.	Registration No.	Status
55.	EVANS	25	Israel	Arcadia Group Brands Limited	195005	195005	registered
56.	EVANS	28	Jersey	Arcadia Group Brands Limited	6861	6861	registered
57.	EVANS	25	Jersey	Arcadia Group Brands Limited	6860	6860	registered
58.	EVANS	09	Jersey	Arcadia Group Brands Limited	6857	6857	registered
59.	EAST COAST	25	Jersey	Arcadia Group Brands Limited	6931	6931	registered
60.	PROFILE	25	Jersey	Arcadia Group Brands Limited	6864	6864	registered
61.	EVANS	25	Jordan	Evans Limited (renamed as Barforce Limited)	43393	43393	registered
62.	EAST COAST	25	Jordan	Arcadia Group Brands Limited	74230	74230	registered
63.	ESSENCE	25	Jordan	Arcadia Group Brands Limited	74397	74397	registered
64.	EVANS	14, 18, 25, 35	Kazakhstan	Arcadia Group Brands Limited	52763	38530	registered
65.	EVANS	18, 25	Korea, Republic of	Evans Limited (renamed as Barforce Limited)	40-1997-0031556	4004249840000	registered
66.	EVANS	35	Kuwait	Arcadia Group Brands Limited	153711		pending
67.	EVANS	25	Kuwait	Arcadia Group Brands Limited	153712		pending
68.	EAST COAST	25	Kuwait	Arcadia Group Brands Limited	36573	31918	registered
69.	ESSENCE	25	Kuwait	Arcadia Group Brands Limited	36578	33468	registered
70.	EVANS	25	Malaysia	Evans Limited (renamed as Barforce Limited)	97001797	97001797	registered
71.	evans (stylised)	25	Malta	Arcadia Group Brands Limited	27,223	27223	registered
72.	EVANS	25	Mexico	Arcadia Group Brands Limited	1444657		pending
73.	EVANS	35	Mexico	Arcadia Group Brands Limited	1444666		pending
74.	EVANS	25	Morocco	Evans Limited (renamed as Barforce Limited)	61057	61057	registered
75.	ESSENCE	25	North Cyprus	Arcadia Group Brands Limited	4527	4527	registered
76.	EVANS	25	Norway	Arcadia Group Brands Limited	19974830	188416	registered
77.	ESSENCE	25	Norway	Arcadia Group Brands Limited	19930692	162042	registered
78.	EVANS	14, 18, 25, 35	Panama	Arcadia Group Brands Limited	229844		pending
79.	EVANS	25	Philippines	Evans Limited (renamed as Barforce Limited)	122020	4-1997-122020	registered
80.	EVANS	25	Poland	Arcadia Group Brands Limited	174694	120962	registered
81.	EAST COAST	25	Poland	Arcadia Group Brands Limited	187433	130045	registered
82.	PROFILE	25	Poland	Arcadia Group Brands Limited	187431	130047	registered
83.	EVANS	35	Qatar	Arcadia Group Brands	90989		pending

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No.	Trade Mark	Classes	Country	Applicant/Proprietor	Application No.	Registration No.	Status
				Limited			
84.	EVANS	25	Qatar	Arcadia Group Brands Limited	90990		pending
85.	EVANS	25	Russian Federation	Evans Limited (renamed as Barforce Limited)	96705946	155788	registered
86.	EVANS	18	Saudi Arabia	Arcadia Group Brands Limited	70180	70180	registered
87.	EVANS	25	Saudi Arabia	Arcadia Group Brands Limited	78090	78185	registered
88.	EVANS	35	Saudi Arabia	Arcadia Group Brands Limited	184629		pending
89.	EVANS	25	Singapore	Arcadia Group Brands Limited	T06235651	T06235651	registered
90.	ESSENCE	25	Slovenia	Arcadia Group Brands Limited	9971417	9971417	registered
91.	PROFILE	25	Slovenia	Arcadia Group Brands Limited	9971419	9971419	registered
92.	EVANS	25	South Africa	Arcadia Group Brands Limited	2009/26298	2009/26298	registered
93.	EAST COAST	25	Spain	Arcadia Group Brands Limited	2116896	2116896	registered
94.	EVANS	25	Switzerland	Arcadia Group Brands Limited	0374/1992	398952	registered
95.	EVANS	25	Taiwan	Arcadia Group Brands Limited	86056904	827116	registered
96.	EVANS	25	Tunisia	Evans Limited (renamed as Barforce Limited)	EE861367	961367	registered
97.	EVANS	14, 18, 35	Turkey	Arcadia Group Brands Limited	2011/113766	2011/113766	registered
98.	EVANS	25	Turkey	Evans Limited (renamed as Barforce Limited)	96/015752	178210	registered
99.	EAST COAST	25	Turkey	Evans Limited (renamed as Barforce Limited)	98/009744	198784	registered
100.	ESSENCE	25	Turkey	Evans Limited (renamed as Barforce Limited)	98/009743	201073	registered
101.	EVANS	25	Ukraine	Arcadia Group Brands Limited	m200805356	103827	registered
102.	EVANS	25	United Arab Emirates	Evans Limited (renamed as Barforce Limited)	20169	10939	registered
103.	EVANS	35	United Arab Emirates	Arcadia Group Brands Limited	214398		pending
104.	EVANS	25	United Arab Emirates	Arcadia Group Brands Limited	214397		pending
105.	CURVES BY NATURE, FASHION BY EVANS	35	United Kingdom	Arcadia Group Brands Limited	2384708	2384708	registered
106.	EDITIONS AT EVANS	18, 25	United Kingdom	Arcadia Group Brands Limited	2466839	2466839	registered
107.	EVANS	35	United Kingdom	Arcadia Group Brands Limited	2017944	2017944	registered
108.	EVANS	09, 14, 18, 26	United Kingdom	Arcadia Group Brands Limited	1522359	1522359	registered
109.	EVANS	25	United Kingdom	Arcadia Group Brands Limited	1214802	1214802	registered
110.	EVANS	09, 16, 35	United Kingdom	Arcadia Group Brands Limited	2311213	2311213	registered

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No.	Trade Mark	Classes	Country	Applicant/Proprietor	Application No.	Registration No.	Status
111.	CURVES BY NATURE. FASHION BY EVANS	35	United Kingdom	Arcadia Group Brands Limited	2,384,708	2,384,708	registered
112.	DAISY AND EVE	18	United Kingdom	Arcadia Group Brands Limited	2548883	2518855	registered
113.	DAISY AND EVE & device	14, 26	United Kingdom	Arcadia Group Brands Limited	2516663	2516663	registered
114.	EAST COAST	25	United Kingdom	Arcadia Group Brands Limited	2030717	2030717	registered
115.	EDITIONS AT EVANS	18, 25	United Kingdom	Arcadia Group Brands Limited	2466839	2466839	registered
116.	ESSENCE	25	United Kingdom	Arcadia Group Brands Limited	1241747	1241747	registered
117.	PROFILE	18, 25	United Kingdom	Arcadia Group Brands Limited	27/06/6318	1248578	registered
118.	EVANS	25	United States	Arcadia Group Brands Limited	77119598	3411089	registered
119.	EVANS	14, 18, 35	United States	Arcadia Group Brands Limited	86/133858		pending
120.	CURVES BY NATURE. FASHION BY EVANS	35	International designated in EU, Iceland and Turkey	Arcadia Group Brands Limited	891129	891129	registered
121.	ESSENCE	25	International designated in Spain	Arcadia Group Brands Limited	617895A	617895A	registered
122.	EVANS	25	Yemen	Evans Limited (renamed as Barforce Limited)	9453	8045	registered

EXECUTION VERSION

IN WITNESS WHEREOF this Deed has been executed as a Deed and delivered on the date first stated above.

Signed as a deed by
**ARCADIA GROUP BRANDS
LIMITED** acting by a director
in the presence of

}

G. Hague

Name: **GILLIAN HAGUE**
Director

A. Cold

ADAM GOLDMAN

Name, address and occupation: **10 GTCASTLE ST
LONDON W1
SOLICITOR**

Signed as a deed by **EVANS
RETAIL LIMITED** acting by a
director, in the presence of

}

G. Hague

Name: **GILLIAN HAGUE**
Director

A. Cold

ADAM GOLDMAN

Name, address and occupation: **10 GTCASTLE ST
LONDON W1
SOLICITOR**

A18631629