

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Li & Fung (BVI) Limited		12/14/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Cobalt Fashion Holding Limited		
Street Address:	Vistra Corporate Services Centre, Wickhams Cay II, Road Town		
City:	Tortola,		
State/Country:	VIRGIN ISLANDS, BRITISH		
Postal Code:	VG1110		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1399636	LUXELON	
CORRESPONDENCE DATA			
Fax Number:	7037392815		
<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>			
Email:	iprecordals@cpaglobal.com		
Correspondent Name:	CPA GLOBAL LIMITED		
Address Line 1:	LIBERATION HOUSE		
Address Line 2:	CASTLE STREET		
Address Line 4:	ST HELIER, JERSEY JE1 1BL		
NAME OF SUBMITTER:	HEIDI WHITTINGHAM		
SIGNATURE:	/IPR/MLA/Li & Fung/P2/1TM/ScheduleD/		
DATE SIGNED:	10/04/2018		
Total Attachments: 6			
source=Schedule D Doc#page1.tif			
source=Schedule D Doc#page2.tif			
source=Schedule D Doc#page3.tif			
source=Schedule D Doc#page4.tif			
source=Schedule D Doc#page5.tif			
source=Schedule D Doc#page6.tif			

CH \$40.00 1399636

DATED 22 AUGUST 2018

ASSIGNMENT OF TRADE MARKS

between

LI & FUNG (BVI) LIMITED

and

COBALT FASHION HOLDING LIMITED

THIS AGREEMENT is dated 28 AUGUST 2018.

PARTIES

- (1) Li & Fung (BVI) Limited incorporated and registered in the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II Road Town, Tortola, VG1110 British Virgin Islands (Assignor).
- (2) Cobalt Fashion Holding Limited incorporated and registered in the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II Road Town, Tortola, VG1110 British Virgin Islands (Assignee).

BACKGROUND

- (A) By a Sale and Purchase Agreement dated 14 December 2017, the Assignor assigned the trade marks identified in Schedule 1 (the "Trade Marks") to the Assignee.
- (B) For the purpose of recording the assignment of the Trade Marks to the Assignee in the relevant jurisdictions set out in Schedule 1, this Confirmatory Deed of Assignment confirms the terms on which the Assignor agreed to assign the Trade Marks to the Assignee.

AGREED TERMS

1. INTERPRETATION

The following rules of interpretation apply in this agreement.

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.3 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. ASSIGNMENT

For consideration of HK\$1, receipt of which the Assignor expressly acknowledges, the Assignor assigned to the Assignee all its right, title and interest in and to the Trade Marks, together with all goodwill associated with the use of the Trade Marks, including the right to bring, make, oppose, defend, appeal proceedings, claims or

actions and obtain relief (and to retain any damages recovered) in respect of any infringement arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. FURTHER ASSURANCE

3.1 The Assignor shall sign any other documentation and do all other things which may be necessary to give effect to the assignments contemplated by this agreement including but not limited to fulfilling all requirements of any trade mark registries for the recordal of the assignment of the Trade Marks with the relevant trade mark registries anywhere in the world.

3.2 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

4. ENTIRE AGREEMENT

4.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8. COUNTERPARTS

8.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

10. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Hong Kong.

11. JURISDICTION

Any dispute, controversy or claim (including non-contractual disputes and claims) arising out of or relating to this agreement shall be finally settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in the English language. The arbitral award shall be final and binding on the parties to the arbitration. The parties to the arbitration agree to be bound by and to act in accordance with the arbitral award. Unless otherwise specified in the arbitral award, the expenses of the arbitration (including witness fees and reasonable legal expenses) shall be borne by the losing party.

This agreement is signed by duly authorised representatives of the parties.

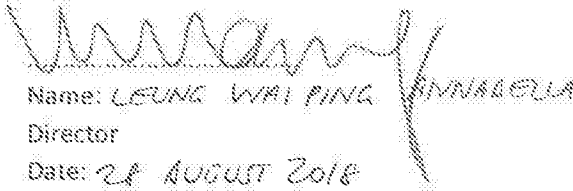
Signed for and on behalf of
Li & Fung (BVI) Limited



Name: RICHARD NIXON DAELING
Director

Date: 28 AUGUST 2018

Signed for and on behalf of
Cobalt Fashion Holding Limited



Name: LEUNG WAI PING
Director

Date: 28 AUGUST 2018

Schedule 1

No.	Country	Registered Owner	Trademark	Class	Official No.	Registration Date / Application Date	Renewal Date
1.	United States	Li & Fung (BVI) Limited	LUXELON	25	1399636	1-Jul-86	1-Jul-26
2.	United States	Li & Fung (BVI) Limited	LUXELON ULTRA	25	3386166	19-Feb-08	19-Feb-18
3.	United States	Li & Fung (BVI) Limited	RNYC logo	25	86597452	14-Apr-15	27-Feb-2028