

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBH Intimates, Inc.		01/10/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Panties Plus Inc.		
Street Address:	320 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85317027	B INTIMATES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126437000		
Email:	pto@sillscummis.com		
Correspondent Name:	Ilaria Maggioni		
Address Line 1:	101 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Ilaria Maggioni		
SIGNATURE:	/Ilaria Maggioni/		
DATE SIGNED:	01/14/2019		
Total Attachments: 7			
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Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of January 10, 2019 ("Effective Date"), is between **SBH INTIMATES, INC.**, a New York limited liability corporation with offices at 1411 Broadway, Eighth Floor, New York, New York 10018 ("Assignor") and **PANTIES PLUS INC.**, a New York corporation with offices at 320 Fifth Avenue, Second Floor, New York, New York, 10001 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business as listed on the attached Schedule A; (collectively, the "Marks"), to wit, the registered trademarks and pending applications in the United States, all as set forth on Schedule A,

WHEREAS, Assignor, Assignor's Affiliate, Jacques Moret, Inc., a Delaware corporation, and Assignee have entered into that certain Asset Purchase Agreement, dated as of January 10, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Marks, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Marks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.

2. Assignor, as of the Effective Date, agrees to cease using the Marks, except as specifically provided in the Purchase Agreement, and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Marks to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

4. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.

5. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Marks. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

6. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of Assignor or Assignee under the Purchase Agreement. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. It is agreed that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Purchase Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

7. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 7.3 of the Purchase Agreement.

9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same

instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

10. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.

[Signature page follows]

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed as of the above Effective Date.

ASSIGNOR:

SBH INTIMATES, INC.

By: 

Name: _____

Title: _____

ASSIGNEE:

PANTIES PLUS INC.

By: _____

Name: _____

Title: _____

(Trademark Assignment Signature Page)

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed as of the above Effective Date.

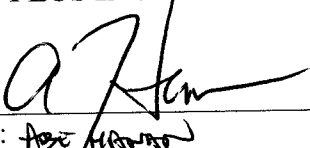
ASSIGNOR:

SBH INTIMATES, INC.

By: _____
Name:
Title:

ASSIGNEE:

PANTIES PLUS INC.

By:  _____
Name: Alex Hannon
Title: President

(Trademark Assignment Signature Page)

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date	Goods	Maintenance
B INTIMATES (stylized): 	4086954	Jan. 17, 2012	IC 025: clothing, namely, lingerie, underwear, bras, panties, and thongs for women and girls	§§8 & 9 (10 year): Jan. 18, 2022

UNITED STATES COMMON LAW TRADEMARKS

Trademark	Goods	Date Of 1st Use in Commerce
B*INTIMATE	Lingerie, underwear, bras, panties, foundation garments, and sleepwear for women and girls	Sep. 08, 2008
IBUDDY	toy animals, fantasy character toys, and dolls all containing stereo speakers	Nov. 09, 2006
IBUDDIES	Toy animals, fantasy character toys, and dolls all containing stereo speakers	Nov. 09, 2006
PEEK-A-PANTY	Lingerie, namely, panties.	Jul. 11, 2002
BODYHUG*	Bras	N/A
SHOUT!	Infants', toddlers', girls' and boys' clothing, namely shirts, blouses, tops, jackets, jogging suits, pants, shorts, skirts, dresses, overalls, and rompers	March 15, 1986
SWOON	Lingerie, underwear, foundation garments, for women and girls	Jan. 02, 2000
PLUSH GIRL*	clothing, namely, lingerie, underwear, foundation garments, and sleepwear for women and girls	N/A

*The marks indicated by asterisk are being conveyed, transferred and assigned without representations as to validity or enforceability.