

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JH Apparel (US) LLC		05/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Premier Brands IP LLC		
Street Address:	1411 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4476004	"Q" "QMACK"	
Registration Number:	4475994	QMACK	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	24466-17		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	05/31/2019		
Total Attachments: 17			
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AMENDED AND RESTATED TRANSFER AGREEMENT

THIS AMENDED AND RESTATED TRANSFER AGREEMENT (this “Agreement”) is entered into on May 30, 2019, effective as of March 20, 2019, by and between JH Apparel (US) LLC, a Delaware limited liability company (the “Transferor”), and Premier Brands IP LLC, a Delaware limited liability company (the “Transferee”). This Agreement supersedes the previous Transfer Agreement entered into between Transferor and Transferee on March 20, 2019 (“Prior Transfer Agreement”). For the avoidance of doubt, this Agreement adds two United States trademarks and removes Italian “Albert Nipon” and “Evan-Picone” trademarks contained in Prior Transfer Agreement.

WITNESSETH

WHEREAS, on April 6, 2018, Nine West Holdings, Inc., together with certain of its subsidiaries and affiliates, filed voluntary petitions for relief (the “Bankruptcy Case”) under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) and this Agreement is being entered into pursuant to that certain *Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1306], as may be amended, modified, and supplemented from time to time (the “Plan”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan), which was confirmed by an order of the Bankruptcy Court on February 27, 2019 (the “Confirmation Order”); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Transferor desires to transfer, convey, assign and deliver to the Transferee, and the Transferee desires to receive and accept from the Transferor, all of the Transferor’s right, title and interest in and to the assets of the Transferor set forth on Schedule 1 attached hereto (collectively, the “Transferred Assets”); and

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants stated herein and intending to be legally bound, the parties hereto hereby agree as follows.

1. Transfer. As of the date hereof, the Transferor hereby transfers, conveys, assigns and delivers to the Transferee all rights, title and interest in, to and under all of the Transferred Assets (whether tangible or intangible, real or personal, and wherever located and by whomever possessed) (the “Transfer”). The Transferee hereby accepts the Transfer. Transferor, on behalf of itself and each of its successors and assigns, irrevocably constitutes and appoints each of the Transferee and each of its successors and assigns the true and lawful attorney of the Transferor and each of the Transferor’s respective successors and assigns, with full power of substitution, and gives and grants unto each of the Transferee and each of its successors and assigns, and each of them, full power and authority in the name of the Transferor and each of the Transferor’s respective successors and assigns, at any time and from time to time, to demand, sue for, exercise, recover and receive any and all rights, demands, claims and causes of action of every kind and description whatsoever incident or relating to the Transferred Assets, for the sole purpose of fully vesting in

Transferee, its successors and assigns, all and singular, all the rights, title and interest in and to the Transferred Assets, including all Intellectual Property Rights included in the Transferred Assets, all records and files exclusively related thereto, the right to claim priority in accordance with international treaties and conventions, and all common law rights relating thereto, together with the goodwill of the Transferor symbolized thereby, and in the case of any of the foregoing, together with all (i) income, royalties, claims for damages, profits, costs, damages, and payments due or payable at the effective date of the Transfer or thereafter with respect to (including damages and payments for any past, current, or future infringements, misappropriations, or dilutions of) any such Intellectual Property Rights, (ii) rights to sue, recover and collect for any past, present, or future infringements, misappropriations, or dilutions of such Intellectual Property Rights, and (iii) any corresponding rights that, now or hereafter, may be secured throughout the world with respect to such Intellectual Property Rights. “Intellectual Property Rights” means any of the following in any jurisdiction throughout the world: (A) trademarks, trade names, logos, trade dress and other similar indicia of origin, whether registered or unregistered, and all registrations for and applications to register the same; (B) domain names (and registrations for the same), and social media handles and the like; (C) copyrights, whether registered or unregistered, and all registrations and applications to register the same; (D) software (including source code) and all rights therein; (E) patents, patent applications, and inventions (whether or not patentable); (F) trade secrets, know-how and other proprietary or confidential information; and (G) all other intellectual property rights, proprietary rights or industrial property rights.

2. Non-Assignable Assets. Notwithstanding anything to the contrary in this Agreement, to the extent that the assignment or transfer hereunder by the Transferor to the Transferee of any Transferred Asset is not permitted under applicable law or is not permitted without the consent or approval of any third party or governmental authority, in each case, notwithstanding entry of the Confirmation Order, this Agreement shall not be deemed to constitute an assignment or transfer of any such Transferred Asset if such consent or approval is not obtained or if such assignment or transfer otherwise would violate applicable law or constitute a breach of, or cause a loss of contractual benefits under, any such Transferred Asset, and the Transferee shall assume no obligations or liabilities under any such Transferred Asset (any such Transferred Assets, the “Non-Assignable Assets”). The Transferor shall cooperate with the Transferee (or its successors) following the date hereof in any reasonable arrangement designed to provide the Transferee (or its successors) with the rights and benefits (subject to the obligations) of any such Non-Assignable Asset, including enforcement for the benefit of the Transferee of the Confirmation Order and/or of any and all rights of the Transferor against any other party arising out of any breach or cancellation of any applicable Transferred Asset by such other party. Following the date hereof, for no consideration payable by the Transferee (or its successors), the Transferor, shall transfer, or cause to be transferred, any rights in the Transferred Assets; provided that if such rights cannot be so transferred, the Transferee (or its successors), on the one hand, and the Transferor, on the other hand, shall, and shall cause their respective affiliates to, enter into alternative arrangements to provide the Transferee or its applicable affiliates or successors with the benefit of such rights or assets.

3. Liabilities. As of the date hereof, the Transferee hereby assumes and hereafter shall timely pay, discharge and perform in accordance with their terms, and shall indemnify and hold harmless the Transferor from and against, the liabilities and obligations of the Transferor specifically related to or arising out of or under the Transferred Assets, including any liabilities listed on Schedule 1 (collectively, the “Transferred Liabilities”).
4. Further Assurances. If, after the execution and delivery of this Agreement, the Transferor shall receive payment from any account debtor with respect to any accounts receivable or other property included in the Transferred Assets, the Transferor shall immediately deliver such funds or assets to the Transferee and take all steps necessary to vest title to such funds or assets in the Transferee. Upon the request of any party hereto, the other parties hereto shall, without further consideration, execute and deliver, or cause to be executed and delivered, such other instruments of contribution, conveyance, transfer, assignment, assumption and confirmation, and shall take, or cause to be taken, such reasonable actions as any party hereto may deem necessary or desirable to carry out the intent and purposes of this Agreement and to consummate and give effect to the transactions contemplated hereby.
5. Assignment; Successors. This Agreement and all of the covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties hereto whether so expressed or not.
6. Amendment and Modification. This Agreement or any term hereof may be modified, waived, discharged or terminated only by an agreement in writing signed by both of the parties hereto.
7. Entire Agreement. This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.
8. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which, together, shall constitute one and the same instrument. Signatures by facsimile and electronic copy shall be binding.
9. GOVERNING LAW; CHOICE OF LAW. EXCEPT TO THE EXTENT PROVISIONS OF THE BANKRUPTCY CODE APPLY, ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN NEW YORK.
10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

LAW, ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT OR PROCEEDING (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY SEEKING EQUITABLE RELIEF).

* * * * *

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Transfer Agreement as of the date first above written.

JH APPAREL (US) LLC

By: 

Name: Ralph A. Schipani

Its: President

PREMIER BRANDS IP LLC

By: 

Name: Ralph A. Schipani

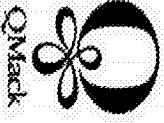
Its: President

[Signature Page to Transfer Agreement]

TRADEMARK
REEL: 006658 FRAME: 0051

SCHEDULE 1

US Trademarks

Mark/Image	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Expiration Date	Classes	Goods and Services; Translation	Status	Owner at Closing
 "Q" TM QMAcK TM & Design	U.S.	85764401 26-OCT-2012	4476004 28-JAN-2014	Exp 28-JAN-2024	25	Int. Cl. 25 bottoms; dresses; tops	Registered	Premier Brands IP LLC
QMAcK	U.S.	85762060 24-OCT-2012	4475994 28-JAN-2014	Exp 28-JAN-2024	25	Int. Cl. 25 bottoms; dresses; tops	Registered	Premier Brands IP LLC

Domain Names

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Account Holder</u>
bny.cc	11/12/2019	JH Apparel (US) LLC
jaglearningcenter.com	11/6/2019	JH Apparel (US) LLC
jagtechguide.com	11/3/2019	JH Apparel (US) LLC
jnyintheclassroom.com	2/3/2023	JH Apparel (US) LLC
jonesapparel.com	3/12/2019	JH Apparel (US) LLC
jonesapparel.com	9/17/2022	JH Apparel (US) LLC
loveqmack.com	12/17/2019	JH Apparel (US) LLC
myjaghome.com	7/7/2019	JH Apparel (US) LLC
thequincymack.com	4/23/2022	JH Apparel (US) LLC
quinceymack.com	5/22/2019	JH Apparel (US) LLC

Foreign Trademarks

Mark/Image	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Expiration Date	Classes	Goods and Services Translation	Status	Owner at Closing
RENA ROWAN	Canada	666556 17-SEP-1990	TMA432931 09-SEP-1994	Exp 09-SEP-2024	13 20 25	(1) Ladies' clothing - namely, blouses, knit tops, pants (slacks), skirts, sweaters, jackets, shells, shirts, coats, dresses, shorts.	Registered	Premier Brands IP LLC
QMAACK	China	11709336 07-NOV-2012	11709336 28-DEC-2015	Exp 27-DEC-2025	25	Clothing Textiles for baby purpose Sports clothing for certain use Raincoats Theatrical costumes Shoes Headgear Stockings Gloves (not include those used for special purpose) Neckties, mufflers, mantillas and veils Belts and ribbons for clothing Certain goods Clothing: jackets (clothing); a full set of baby clothing; swimwear; waterproof clothing; masquerade garment; soccer shoes; shoes (footwear); hat; socks; gloves (clothing); scarves; tie; clothing belt (clothing); clothing Ribbon; Cross stays; ribbons worn on the left arm priest;; wedding; nun scarf shower cap; sleep with goggles	Registered	Premier Brands IP LLC
QMAACK	China	11709337 07-NOV-2012	11709337 28-MAY-2014	Exp 27-MAY-2024	18	Goods made of leathers and imitation include in other classes, suitcases and products for daily use Umbrellas and their components Walking sticks Gut for making sausages Leather; suitcase; bag; handbags; Wallets; purse (wallet); umbrella; female parasols; walking sticks; Furskin cover; leather strap; made sausage casings	Registered	Premier Brands IP LLC
QMAACK	China	11709338 07-NOV-2012	11709338 14-APR-2014	Exp 13-APR-2024	14	Precious metals and their alloys Goods in precious metals or coated therewith (not include Jewellery, decorators and souvenirs) Jewellery, diamond, precious stones and souvenirs made of precious metal	Registered	Premier Brands IP LLC

Schedule 1 to Transfer Agreement

Mark/Image	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Expiration Date	Classes	Goods and Services; Translation	Status	Owner at Closing
QMAACK	China	11709339 07-NOV-2012	11709339 14-APR-2014	Exp 13-APR-2024	9	<p>Clocks, watches and their components Jewelry, table; unprocessed or semi-processed precious metal; jewelry boxes Computers and their external equipments Data-processing equipments used in recording and automatic vending machines Machines used in office (except for typewriters, duplicators and printers) Scales Measures Signalling apparatus and instruments Equipments used in communication and navigation Apparatus for sound and images Apparatus and instruments for photographic and cinematographic instruments and meters for measuring and electric measuring; apparatus and instruments for scientific research in laboratories Optical instruments Cables Transistors and carbons used in electrical equipments; components of electron and electricity Electrical controlling apparatus and equipments Apparatus for electroplating and electrolyzers Fire extinguishing instruments Industrial X ray equipments Life-saving instruments Warning equipments; bells Glasses and those accessories Batteries; chargers Films, exposed materials Electrical equipments which are not listed in other classes Glasses; computer; timer (time recording devices); postmark checker; cash register; a coin operated device by mechanical means; oral dictation machine; hem dress hem marker; voting</p>	Registered	Premier Brands IP LLC

Schedule 1 to Transfer Agreement

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QMAC	China	11709340 07-NOV-2012	11709340 21-JUN-2014	Exp 20-JUN-2024	3	Soaps for personal laundry use and cosmetics use; bleaching preparations and other substances for personal laundry use Abrasive preparations Perfumery; essential oils Cosmetics (not include animal use) Fumigation preparations Cleaning preparations and cosmetics for animal purpose Air fragrancing preparations Cosmetics; perfume; soap; abrasive preparations; essential oils; incense; animal cosmetics; air fragrances	Registered	Premier Brands IP LLC
QUINCEY MACK	China	11022785 05-JUN-2012	11022785 07-FEB-2014	Exp 06-FEB-2024	25	Clothing Textiles for baby purpose Sports clothing for certain use Raincoats Theatrical costumes Shoes Headgear Stockings Gloves (not include those used for special purpose) Neckties, mufflers, mantillas and veils	Registered	Premier Brands IP LLC

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QUINCEY MACK	China	11022786 05-JUN-2012	11022786 14-OCT-2013	Exp 13-OCT-2023	18	Leather and imitations leather Goods made of leathers and imitation include in other classes, suitcases and products for daily use Furs Umbrellas and their components Walking sticks Goods made of animal skins Gut for making sausages Leather; leather; leather or imitation leather (not belonging to other categories); animal skins; skins; suitcase; bag; handbags; Wallets; purse (walled); umbrella; female parasols; walking sticks; whips; harness; saddlery; Furskin cover; leather strap; made sausage casings	Registered	Premier Brands IP LLC
QUINCEY MACK	China	11022787 05-JUN-2012	11022787 07-JAN-2014	Exp 06-JAN-2024	14	Precious metals and their alloys Goods in precious metals or coated therewith (not include Jewellery, decorators and souvenirs) Jewellery, diamond, precious stones and souvenirs made of precious metal Clocks, watches and their components Jewelry; table; unprocessed or semi-processed precious metal; jewelry boxes	Registered	Premier Brands IP LLC
QUINCEY MACK	China	11022788 05-JUN-2012	11022788 07-JAN-2014	Exp 06-JAN-2024	9	Computers and their external equipments Data-processing equipments used in recording and automatic vending machines Machines used in office (except for	Registered	Premier Brands IP LLC

Schedule 1 to Transfer Agreement

Mark/Image	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Expiration Date	Classes	Goods and Services; Translation (typewriters, duplicators and printers)	Status	Owner at Closing
						<p>typewriters, duplicators and printers)</p> <p>Scales</p> <p>Measures</p> <p>Signalling apparatus and instruments</p> <p>Equipments used in communication and navigation</p> <p>Apparatus for sound and images</p> <p>Apparatus and instruments for photographic and cinematographic</p> <p>Instruments and meters for measuring and electric measuring; apparatus and instruments for scientific research in laboratories</p> <p>Optical instruments</p> <p>Cables</p> <p>Transistors and carbons used in electrical equipments; components of electron and electricity</p> <p>Electrical controlling apparatus and equipments</p> <p>Apparatus for electroplating and electrolyzers</p> <p>Fire extinguishing instruments</p> <p>Industrial X ray equipments</p> <p>Life-saving instruments</p> <p>Warning equipments, bells</p> <p>Glasses and those accessories</p> <p>Batteries, chargers</p> <p>Films, exposed materials</p> <p>Electrical equipments which are not listed in other classes</p> <p>Sunglasses; glasses; glasses chain; glasses lanyard; glasses box; glasses frame; Computer; timer (time recording devices); postmark checker; cash register; a coin operated device by mechanical means; oral dictation machine; hem dress work marker; voting machines; electronic label merchandise; lottery machine; photocopiers (photographic, electrostatic, thermal); measure appliances; Measuring Tool; electronic bulletin boards; mobile phones; recorders; cameras (photography);</p>		

Schedule 1 to Transfer Agreement

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QUINCEY MACK	China	11022789 05-JUN-2012	11022789 07-JAN-2014	Exp 06-JAN-2024	3	Soaps for personal laundry use and cosmetics use, bleaching preparations and other substances for personal laundry use Cleaning preparations; scouring preparations Polishing preparations Abrasive preparations Perfumery, essential oils Cosmetics (not include animal use) Toothpaste, Dentifrices Fumigation preparations Cleaning preparations and cosmetics for animal purpose Air fragrancing preparations Cosmetics; perfume; toiletries; soap; shampoo; essential oils; dried petals and spice mixture (perfume); animal cosmetics; cleaning agents; leather with wax; polishing preparations; toothpaste; air fragrances	Registered	Premier Brands IP LLC
RENA ROWAN	China	7129061 23-DEC-2008	7129061 28-AUG-2010	Exp 27-AUG-2020	25	Clothing Textiles for baby purpose Sports clothing for certain use Raincoats Theatrical costumes Certain shoes for special use Shoes Headgear Stockings Gloves (not include those used for special purpose) Neckties, mufflers, mantillas and veils	Registered	Premier Brands IP LLC

Schedule 1 to Transfer Agreement

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QMACK	EU trade marks	11307048 30-OCT-2012	11307048 13-MAR-2013	Exp 30-OCT-2022	3 9 14 18 25	Belts and ribbons for clothing Certain goods Clothing: baby a full set of clothing; swimwear; rainwear; masquerade garment; gym shoes; shoes; hat; socks; gloves (clothing); scarves; Belts (clothing use); cross stays; clothing Ribbon; nuns scarf; priest left arm On sash worn; shower cap; sleep mask; wedding	Registered	Premier Brands IP LLC
						03 Bleaching preparations and other substances for laundry use; Cleaning, polishing; scouring and abrasive preparations; Soaps; Perfumery, essential oils, cosmetics, hair lotions; Dentifrices. 09 Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; Apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; Apparatus for recording, transmission or reproduction of sound or images; Magnetic data carriers, recording discs; Compact discs, DVDs and other digital recording media; Mechanisms for coin-operated apparatus; Cash registers, calculating machines, data processing equipment, computers; Computer software; Fire-extinguishing apparatus. 14 Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; Jewellery, precious stones; Horological and chronometric instruments. 18 Leather and imitations of leather, and goods made of these materials and not included in other classes; Animal skins, hides; Trunks and travelling bags; Umbrellas and parasols; Walking sticks; Whips, harness and saddlery. 25 Clothing, footwear, headgear.		

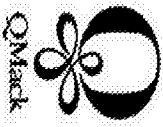
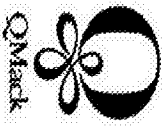
Schedule 1 to Transfer Agreement

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QUINCEY MACK	EU trade marks	10928431 31-MAY-2012	10928431 10-OCT-2012	Exp 31-MAY-2022	3 9 14 18 25	03 Bleaching preparations and other substances for laundry use; Cleaning, polishing, scouring and abrasive preparations; Soaps; Perfumery, essential oils, cosmetics, hair lotions; Dentifrices; almond milk for cosmetic purposes; almond oil; almond soap; amber [perfume]; anti-perspirant soap; anti-perspirants [toilettes]; aromatics [essential oils]; astringents for cosmetic purposes; badian essence; bases for flower perfumes; bath salts, not for medical purposes; beauty masks; bergamot oil; cleaning preparations; cleansing milk for toilet purposes; cosmetic creams; cosmetic dyes; cosmetic kits; cosmetic pencils; cosmetic preparations for baths; cosmetic preparations for eyelashes; cosmetic preparations for skin care; cosmetic preparations for slimming purposes; cosmetics; cosmetics for animals; cotton wool for cosmetic purposes; cream for whitening the skin / skin whitening creams; decorative transfers for cosmetic purposes; deodorant soap; deodorants for personal use; eau de Cologne; essential oils of cedarwood; essential oils of lemon / essential oils of citron; ethereal essences; ethereal oils / essential oils; extracts of flowers [perfumes]; eyebrow cosmetics; eyebrow pencils; greases for cosmetic purposes; incense; ionone [perfumery]; jasmine oil; lavender oil; lavender water; lipsticks; lotions for cosmetic purposes; make-up; make-up powder; make-up preparations; make-up removing preparations; medicated soap; mint essence [essential oil]; mint for perfumery; musk [perfumery]; oils for cosmetic purposes; oils for perfumes and scents; perfumery; perfumes; petrolatum jelly for cosmetic purposes; polishing creams; pomades for cosmetic purposes;	Registered	Premier Brands IP LLC

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Mark/Image	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Expiration Date	Classes	Goods and Services; Translation	Status	Owner at Closing
						<p>rose oil; sachets for perfuming linen; scented water; shampoos; shaving preparations; shaving soap; soap for brightening textile; soap for foot perspiration; sun-tanning preparations [cosmetics]; swabs [toilettries] / cotton sticks for cosmetic purposes; talcum powder, for toilet use; terpenes [essential oils]; tissues impregnated with cosmetic lotions; toilet water; toilettries; none of the afore-mentioned goods including abrasive paper.</p> <p>09 Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; Apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; Apparatus for recording, transmission or reproduction of sound or images; Magnetic data carriers, recording discs; Compact discs, DVDs and other digital recording media;</p> <p>Mechanisms for coin-operated apparatus; Cash registers, calculating machines, data processing equipment, computers;</p> <p>Computer software; Fire-extinguishing apparatus; anti-glare glasses; anti-glare visors / anti-dazzle shades; contact lenses; correcting lenses [optics]; eyepieces; eyeshades; magnifying glasses [optics]; optical apparatus and instruments; optical glass; optical goods; optical lenses; pince-nez / eyeglasses; pince-nez cases / eyeglass cases; pince-nez chains / eyeglass chains; pince-nez cords / eyeglass cords; pince-nez mountings / eyeglass frames; spectacle cases; spectacle frames; spectacle glasses; spectacle [optics]; none of the afore-mentioned goods including accounting machines.</p> <p>14 Precious metals and their alloys and</p>		

Schedule 1 to Transfer Agreement

Mark/Image	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Expiration Date	Classes	Goods and Services; Translation	Status	Owner at Closing
QMAACK	Mexico	1332776 10-DEC-2012	1411050 12-NOV-2013	Exp 10-DEC-2022	14	jewelry and watches jewelry, jewelry ...	Registered	Premier Brands IP LLC
QMAACK	Mexico	1332777 10-DEC-2012	1426339 15-JAN-2014	Exp 10-DEC-2022	3		Registered	Premier Brands IP LLC
QMAACK	Mexico	1332778 10-DEC-2012	1426340 15-JAN-2014	Exp 10-DEC-2022	9		Registered	Premier Brands IP LLC
QMAACK & Design 	Mexico	1368413 25-APR-2013	1395597 06-SEP-2013	Exp 25-APR-2023	25	Clothing, footwear, headgear, skirts, leggings (pants), socks, long pants, dresses, shirts, short sleeve shirts, vests, dress sets, jerseys (clothing), pullovers, underwear, outerwear	Registered	Premier Brands IP LLC
QUINCEY MAACK 	Mexico	1281215 07-JUN-2012	1324617 29-OCT-2012	Exp 07-JUN-2022	3	Fragrances and Cosmetics; Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; essential oils, cosmetics, hair lotions; dentifrices; perfumes, eau de toilette, cologne, fragrance sprays, soaps, skin cleansers, skin lotions and creams, moisturizers, sun	Registered	Premier Brands IP LLC

Schedule 1 to Transfer Agreement

Mark/Image	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Expiration Date	Classes	Goods and Services; Translation	Status	Owner at Closing
QUINCEY MACK	Mexico	1281216 07-JUN-2012	1323668 26-OCT-2012	Exp 07-JUN-2022	14	tanning lotions and oils; cosmetic products, namely: face and body powders, foundation, body glitter, face glitter, lipstick, lip pencils, blush, eye shadow, eye cream, eye liner, mascara and eyebrow pencils; shower gel; bath salts; hair care products, namely shampoo and conditioner.	Registered	Premier Brands IP LLC
QUINCEY MACK	Mexico	1281217 07-JUN-2012	1323669 26-OCT-2012	Exp 07-JUN-2022	18		Registered	Premier Brands IP LLC
QUINCEY MACK	Mexico	1282406 12-JUN-2012	1400125 26-SEP-2013	Exp 12-JUN-2022	25	Clothing Footwear; Headgear	Registered	Premier Brands IP LLC
QUINCEY MACK	Mexico	1282409 12-JUN-2012	1406595 25-OCT-2013	Exp 12-JUN-2022	9	All kinds of eyewear including sunglasses, eyeglasses and eyeglass frames; eyeglass cases; eyeglass chains; eyeglass cords	Registered	Premier Brands IP LLC

Schedule 1 to Transfer Agreement

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