

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laura Ashley Limited		04/22/2020	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Laura Ashley IP Holdings, LLC		
Street Address:	Prudential Tower 800 Boylston Street		
Internal Address:	27th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1609529	LAURA ASHLEY	
Registration Number:	1742605	LAURA ASHLEY	
Registration Number:	1789975	LAURA ASHLEY	
Registration Number:	1667295	LAURA ASHLEY	
Registration Number:	1762233	LAURA ASHLEY	
Registration Number:	1609528	LAURA ASHLEY	
Registration Number:	1009960	LAURA ASHLEY	
Registration Number:	1352300	LAURA ASHLEY	
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:	2124726262		
Email:	arlatifi@tuckerlatifi.com		
Correspondent Name:	Ali R. Latifi		
Address Line 1:	160 East 84th Street		
Address Line 2:	Suite 5E		
Address Line 4:	New York, NEW YORK 10028		

OP \$215.00 1609529

NAME OF SUBMITTER:	Ali R. Latifi
SIGNATURE:	/Ali R. Latifi/
DATE SIGNED:	07/10/2020
Total Attachments: 3 source=Laura Ashley US Assignment#page1.tif source=Laura Ashley US Assignment#page2.tif source=Laura Ashley US Assignment#page3.tif	

Trademark Assignment

This ASSIGNMENT is effective as of April 22, 2020 ("Effective Date")

BETWEEN

(1) Laura Ashley Limited (in Administration), a company incorporated in England and Wales with registered number 00531301 and whose registered office is at 27 Bagleys Lane, Fulham, London SW6 2QA (and formerly of Third Floor, The Chambers, Chelsea Harbour, London, SW10 0XF, and formerly of Station Yard, Carno, Powys, Wales, SY17 5LG) (the "Assignor"), acting by its joint administrators Robert Lewis and Zelf Hussain of PriceWaterhouseCoopers LLP 7 More London Riverside, London, SE1 2RT and Rachael Wilkinson of Pricewaterhouse Coopers LLP, 3, Forbury Place, 23 Forbury Rd, Reading RG1 3JH (the "Administrators");

(2) Administrators, in their capacity as joint administrators of the Assignor; and

(3) Laura Ashley IP Holdings, LLC a limited liability company incorporated under the laws of the State of Delaware, USA whose registered office is at Prudential Tower 800 Boylston Street, 27th Floor Boston, MA 02199, United States of America (the "Assignee").

WHEREAS, Robert Lewis and Zelf Hussain were appointed joint administrators of the Assignor by the directors of the Assignor pursuant to notices of appointment dated 23 March 2020 and under paragraph 22 of Schedule B1 to the Insolvency Act 1986. Rachael Wilkinson was subsequently appointed as an additional joint administrator of the Assignor pursuant to a Court order dated 16 April 2020 following an application by the original joint administrators under paragraph 103(4) of Schedule B1 to the Insolvency Act 1986; and,

WHEREAS, pursuant to the completion of an agreement for the sale and purchase of certain intellectual property rights dated April 22, 2020 made between the Assignor (and others), the Administrators and the Assignee, the Assignee purchased certain intellectual property rights belonging to the Assignor (the "APA"); and,

WHEREAS, in connection with the APA and pursuant to an agreement for the assignment of trademarks dated on the same date (the "IP Assignment Agreement") the Assignor has assigned all such right, title and interest in and to certain trademark registrations and application(s) and the goodwill attendant to such trademarks (the "Trademark Assignment"); in particular in relation to those identified on the annexed *Exhibit A* (collectively, the "Marks"); and,

WHEREAS, the Assignee, now holds all such right, title and interest as the Assignor had in the Marks; and,

WHEREAS, the Assignor and Assignee are desirous of making the Trademark Assignment a matter of record.

NOW, THEREFORE, in consideration of good and valuable consideration received, the receipt of which is hereby acknowledged, the Assignor hereby acknowledges that it has sold, granted, assigned, transferred, conveyed and delivered to the Assignee and, in so far as is necessary, the Assignor hereby sells, grants, assigns, transfers, conveys and delivers to the Assignee, all such right, title and interest as the Assignor has in the Marks including the goodwill represented by such Marks (where it has such rights) along with the subject matter of all claims which may be obtained therefrom for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made.

The Assignor authorizes and requests the United States Patent and Trademark Office to record the Assignee as the owner of such right, title and interest in and to the Marks (as was held by the Assignor), for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

Subject to the IP Assignment Agreement, the Assignor (at the Assignee's expense) shall, as within its statutory powers and only in so far as the Assignor is able to do so, further render such other assistance as may be reasonably required by the Assignee to record its ownership rights of the Marks in the United States for a period of 12 months from the Effective Date or until such time as the Administrators vacate office (whichever is the earlier).

This Assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute or claim arising out of or in connection with this Assignment.

IN WITNESS THEREOF, the Assignor has caused this Assignment to be signed and executed as of the Effective Date first written above.

LAURA ASHLEY LIMITED (IN ADMINISTRATION)

By: _____

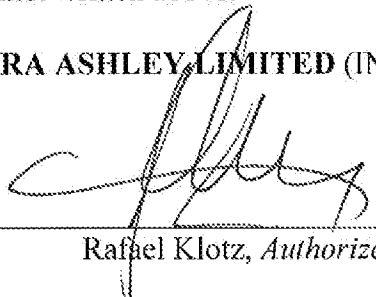

Rafael Klotz, *Authorized Signatory*

Exhibit A

Mark	Registration No.	Serial No.	International Class	Reg. Date
LAURA ASHLEY	1,609,529	73/799,946	004 011 018	8/14/1990
LAURA ASHLEY	1,742,605	73/799,947	002 024 025 027	12/29/1992
LAURA ASHLEY	1,789,975	73/788,729	001 005 006 009 016 020 021 031 042	8/31/1993
LAURA ASHLEY plus Sprig Design	1,667,295	73/799,948	024 025 027	12/10/1991
LAURA ASHLEY plus Sprig Design	352,300	73/372,228	002 003 021 024 025 027	8/6/1985
LAURA ASHLEY plus Sprig Design	1,762,233	73/788,728	001 003 005 009 016 020 021 028 031 042	4/6/1993
LAURA ASHLEY plus Sprig Design	1,609,528	73/799,945	004 011 018	8/14/1990
LAURA ASHLEY (Stylized)	1,009,960	73/003,933	024 025	5/6/1975