

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SONIA RYKIEL CREATION ET DIFFUSION DE MODELES		05/07/2021	Société Anonyme (Sa):
RECEIVING PARTY DATA			
Name:	VICTOIRE INVESTISSEMENT HOLDING SARL		
Street Address:	2 RUE HEINE		
City:	LUXEMBURG,		
State/Country:	LUXEMBOURG		
Postal Code:	L 1720		
Entity Type:	Limited Liability Company: LUXEMBOURG		
Name:	CAMBON FINANCIERE SARL		
Street Address:	2 rue Heine		
City:	LUXEMBURG		
State/Country:	LUXEMBOURG		
Postal Code:	1720		
Entity Type:	Limited Liability Company: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72350958	SONIA RYKIEL	
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>			
Email:	dockets@ipsilon-ip.com		
Correspondent Name:	IPSILON USA		
Address Line 1:	215 Lexington Avenue		
Address Line 2:	Suite 1301		
Address Line 4:	NEW YORK, NEW YORK 10016		
NAME OF SUBMITTER:	Joseph Sofer		
SIGNATURE:	/Joseph Sofer/		

OP \$40.00 72350958

DATE SIGNED:	05/07/2021
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Total Attachments: 6

source=1300-1064 CERTIFICATE OF TRANSLATION - 03-2021#page1.tif

source=assignment original#page1.tif

source=assignment original#page2.tif

source=assignment original#page3.tif

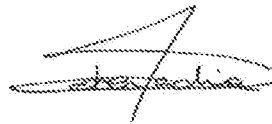
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CERTIFICATE OF TRANSLATION

I, Yaël COHEN HADRIA, do hereby declare that I am conversant with the English and French languages and am a competent translator thereof. I further certify that the following is to the best of my knowledge and belief a true, complete and correct translation into the English language of the accompanying document.

Date: 2021, March 29th

A handwritten signature in black ink, appearing to read 'Yaël Cohen Hadria', written over a horizontal line.

Signature



CONTRAT DE CESSION DE MARQUE
(Acte confirmatif)

ENTRE LES SOUSSIGNÉS

SONIA RYKIEL CREATION ET DIFFUSION DE MODELES

Société de droit français
Immatriculée au Registre français
du Commerce et des Sociétés
sous le numéro 652 040 817
ayant son siège social au
175 Boulevard Saint Germain
75006 PARIS
FRANCE

ci-après dénommée la Cédante

d'une part

ET

Les Sociétés

VICTOIRE INVESTISSEMENT HOLDING SARL

Société de droit luxembourgeois
Immatriculée au Registre luxembourgeois
du Commerce et des Sociétés
sous le numéro B172929
ayant son siège social au
2 rue Heine
L 1720 LUXEMBOURG
LUXEMBOURG

and

CAMBON FINANCIERE SARL

Société de droit luxembourgeois
Immatriculée au Registre luxembourgeois
du Commerce et des Sociétés
sous le numéro B172895
ayant son siège social au
2 rue Heine
1720 LUXEMBOURG
LUXEMBOURG

ci-après dénommées Les Cessionnaires

d'autre part

APRÈS QU'IL A ÉTÉ EXPOSÉ QUE

Par un jugement du 25 juillet 2019, le Tribunal de Commerce de Paris a prononcé la liquidation judiciaire de la Cédante, et a chargé SEARL FIDES représentée par Me Bernard CORRE et SEARL MONTRAVERS YANG-TING représentée par Me Marie-Hélène MONTRAVERS, de procéder aux opérations de liquidation la Cédante.

MD
ED

TRADEMARK ASSIGNMENT DEED
(Confirmative deed)

BETWEEN THE UNDERSIGNED

SONIA RYKIEL CREATION ET DIFFUSION DE MODELES

Company governed by French Law
Registered at the French Companies Register
under the number 652 040 817
Having its Head office at
175 Boulevard Saint Germain
75006 PARIS
FRANCE

hereinafter called The Assignor

on the one part

AND

The Companies

VICTOIRE INVESTISSEMENT HOLDING SARL

Company governed by Luxemburger Law
Registered at the Luxemburger Companies Register
under the number B172929
Having its Head office at
2 rue Heine
L 1720 LUXEMBOURG
LUXEMBOURG

and

CAMBON FINANCIERE SARL

Company governed by Luxemburger Law
Registered at the Luxemburger Companies Register
under the number B172895
ayant son siège social au
2 rue Heine
1720 LUXEMBOURG
LUXEMBOURG

hereinafter called The Assignees

on the other part

WHEREAS

Pursuant to a Judgment dated July 25, 2019, the Commercial Court of Paris pronounced the liquidation of the Assignor and requested SEARL FIDES represented by Me Bernard CORRE et SEARL MONTRAVERS YANG-TING represented by Me Marie-Hélène MONTRAVERS to proceed with the liquidation operations of the Assignor.

MD

In the course of these proceedings, the Assignees made an offer for purchasing partially in equal shares of the assets of the Assignor, in particular for its trademarks, designs and domain names.

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This offer has been selected by an order dated December 16, 2019, and the assets have been transferred pursuant to an agreement dated 18/02/20.

This offer has been selected by an order dated December 16, 2019, and the assets have been transferred pursuant to an agreement dated 18/02/20.

LA ÉTÉ DIT ET CONVENU CE QUI SUIV

NOW THEREFORE

Art. 1 - En échange d'une contrepartie adéquate et conformément au contrat du 18/02/20 la Cédante cède aux Cessionnaires, qui acceptent l'entière propriété des marques/modèles mentionnés en Annexe 1 tous les droits et prérogatives y attachés.

Art. 1 - For good and valuable consideration and in conformance with the deed of 18/02/20 the Assignor assigns to the Assignees who accept the full ownership of the trademarks/designs mentioned in Annex 1 with all rights and privileges attached hereto.

Art. 2 - Par cette cession, les cessionnaires deviennent copropriétaires à parts égales de ces marques/modèles.

Art. 2 - Pursuant to this assignment, the assignees become co-owners in equal share of these trademarks/designs.

Art. 3 - La date d'entrée en jouissance de la cession est le 18/02/20.

Art. 3 - The effective date of the assignment is 18/02/20.

Fait à Paris

Done at Paris

le 24/04/20

on 24/04/20

en exemplaires originaux

in original copies



Pour la Cédante

For the Assignor

SEARL FIDES

SEARL FIDES

représentée par Me Bernard CORRE

représentée par Me Bernard CORRE

5 rue de Palestro
75002 PARIS
SIREN 451 953 392

5 rue de Palestro
75002 PARIS
SIREN 451 953 392

SEARL MONTRAVERS YANG-TING
représentée par Me Marie-Hélène MONTRAVERS

SEARL MONTRAVERS YANG-TING
represented by Me Marie-Hélène MONTRAVERS

Pour les Cessionnaires

For the Assignees

VICTOIRE INVESTISSEMENT HOLDING SARL
représentée par Eric DAYAN

VICTOIRE INVESTISSEMENT HOLDING SARL
represented by Eric DAYAN

CAMBON FINANCIERE SARL
représentée par Michaël DAYAN

CAMBON FINANCIERE SARL
represented by Michaël DAYAN

LEGALIZATION

The undersigned notary hereby legalizes the signature(s) of

Luxembourg, the 04/04/20

ERIC DAYAN and

MICHAËL DAYAN

Schaeffer



TRADEMARK

2/3

REEL: 007285 FRAME: 0585



LE GOUVERNEMENT
DU GRAND-DUCHÉ DE LUXEMBOURG
Ministère des Affaires étrangères
et européennes.

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

- 1. Pays: Grand-Duché de Luxembourg
- Le présent acte public
- 2. a été signé par **SCHAEFFER, Marine**
- 3. agissant en qualité de **Notaire**
- 4. est revêtu du sceau/timbre de **Office notarial**
- Attesté
- 5. à Luxembourg
- 6. le **MERCREDI 05 AOÛT 2020**
- 7. par Ministère des Affaires étrangères et européennes
- 8. sous no. **V-20200805-287810**
- 9. Sceau / timbre
- 10. Signature



Mario Weisen, Préposé du Bureau des
Passports, visas et Légations

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of 18th of February 2020 from **SONIA RYKIEL CREATION ET DIFFUSION DE MODELES** ("ASSIGNOR"), 175 Boulevard Saint Germain 75006 PARIS, FRANCE, TO **VICTOIRE INVESTISSEMENT HOLDING SARL**. ("ASSIGNEE"), located at 2 rue Heine, L 1720 LUXEMBURG, LUXEMBURG and **CAMBON FINANCIERE SARL** ("ASSIGNEE"), located at 2 rue Heine, 1720 LUXEMBURG, LUXEMBURG

WHEREAS, ASSIGNOR is the owner of the trademark 'SONIA RYKIEL' ("the Trademark"), filed in the U.S. Patent and Trademark Office under Application Serial No.: **72/350,958 on June 08, 1971**, together with all of the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the goodwill of the business relating to the goods and services in respect of which the Trademark is used and all rights therein at common law ("the Property").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its rights, title, and interest in and to the Trademark and the Property.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S rights, title, and interest of whatever kind in and to:

- (1) the Trademark and the Property for **SONIA RYKIEL** in the United States and all jurisdictions outside of the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made;
- (2) the goodwill of the business relating to the Products in connection with which the Trademark is used;
- (3) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Trademark or the Property, including, without limitation, damages and payments for past or future infringements and misappropriations of same;
- (4) all rights to sue for past, present and future infringements or misappropriations of the Trademark or the Property.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the trademark application set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademark.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, vesting and asserting in ASSIGNEE full right, title, and interest in the Trademark and the Property.

SONIA RYKIEL CREATION ET DIFFUSION DE MODELES (Assignor)



By: SEARL FIDES (Me Bernard CORRE) and SEARL MONTRAVERS YANG-TING
(Me Marie-Hélène MONTRAVERS)
Title: Judicial representative
Dated: 7th May 2021

VICTOIRE INVESTISSEMENT HOLDING SARL (Assignee)

By: Eric DAYAN
Title: Partner
Dated: 7th May 2021

CAMBON FINANCIERE SARL (Assignee)

By: Michaël DAYAN
Title: Partner
Dated: 7th May 2021