

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI106803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIIPCO LTD.		03/12/2024	Company: IRELAND
RECEIVING PARTY DATA			
Company Name:	BRI HOLDINGS EAST LTD.		
Street Address:	Suite 517, Level 15, Al Sarab Tower		
Internal Address:	Abu Dhabi Global Market Square, Al Maryah Island		
City:	Abu Dhabi		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Corporation: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Serial Number:	86008939	O	
Serial Number:	85253161	BLISSFUL BENEFITS	
Serial Number:	86544321	CHILL FX	
Serial Number:	77630531	COMFORT BACK	
Serial Number:	86008806	CONFIDENT MODERN STRONG ROMANTIC GORGEOUS	
Serial Number:	98168430	EASY DOES IT	
Serial Number:	78941054	ELEMENTS OF BLISS	
Serial Number:	78614446	INNERLUXE	
Serial Number:	77402293	INVISIBLE BLISS	
Serial Number:	77413807	LUXURY LIFT	
Serial Number:	86102885	NO LINES. NO LIE.	
Serial Number:	77105504	NO PINCHING. NO PROBLEM.	
Serial Number:	86727029	NO SIDE EFFECTS	
Serial Number:	77105195	NO WEDGIES. NO WORRIES.	
Serial Number:	78383020	OLGA	
Serial Number:	72291418	OLGA	
Serial Number:	78572056	OLGA'S SIGNATURE SUPPORT	
Serial Number:	86544383	PLAY IT COOL	

CH \$1115.00.00 86008939

Property Type	Number	Word Mark
Serial Number:	78925826	SATIN COMFORT
Serial Number:	78363203	SATIN TUXEDO
Serial Number:	74108983	SECRET HUG
Serial Number:	77196551	SIMPLY PERFECT
Serial Number:	78913633	SLEEK UNDERNEATH
Serial Number:	97657139	SMOOTH IT OVER
Serial Number:	72441843	SUDDENLY SMOOTH
Serial Number:	97657849	SUPER NATURALLY YOU
Serial Number:	77777797	THIS IS NOT A BRA
Serial Number:	97025237	TRUE TRUE & CO
Serial Number:	97356913	TRUE ANY WEAR
Serial Number:	88000939	TRUE BODY
Serial Number:	88000998	TRUE EVERYDAY
Serial Number:	88737040	TRUE TRUEANDCO.COM
Serial Number:	90708236	TRUE TRUEANDCO.COM
Serial Number:	88000991	TRUE WEEKEND
Serial Number:	71182276	WARNER'S
Serial Number:	71189993	WARNER'S
Serial Number:	86103063	WARNER'S CLOUD 9
Serial Number:	74575963	WARNER'S SIMPLY PERFECT
Serial Number:	78262689	WARNER'S WITHOUT A STITCH
Serial Number:	73716258	WARNERS
Serial Number:	71013885	WARNER'S
Serial Number:	78145173	WARNER'S
Serial Number:	90980575	WARNERS ALL YOU NEED
Serial Number:	90758289	WARNERS ALL YOU NEED

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 646-200-6224
Email: trademark@whp-global.com
Correspondent Name: Gregg Donnenfeld
Address Line 1: 530 Fifth Avenue
Address Line 2: In Care of WNWHP, LLC
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	JYOTI SHAH
SIGNATURE:	JYOTI SHAH

EXHIBIT D-1

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”), dated as of March 12, 2024 (the “*Effective Date*”), is by and between BRIIPCO Ltd., a company duly incorporated and operated in Ireland (“*Assignor*”), and BRI HOLDINGS EAST LTD., an Abu Dhabi, United Arab Emirates corporation (“*Assignee*”).

Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (defined herein).

RECITALS

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, effective as of March 12, 2024, (the “*Purchase Agreement*”) pursuant to which Assignor agreed to sell, convey, assign, transfer and deliver to Assignee at the Closing on the Closing Date, and Assignee agreed to purchase and take delivery from Assignor at the Closing on the Closing Date, the Purchased IP; and

WHEREAS, Assignor and Assignee are entering into this Assignment to effectuate the assignment of the Assigned Trademarks (as defined hereinafter below) from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

TRADEMARK ASSIGNMENT

1. Assignor hereby irrevocably assigns to Assignee all of its rights, title and interest in and to the trademarks owned by Assignor, including the trademarks set forth in the attached Exhibit A (the “*Assigned Trademarks*”) as of the Effective Date, including any and all goodwill appurtenant thereto held by such Assignor together with the right to sue and recover and retain damages and profits for past, present and future infringement, misappropriation or other violation of the foregoing, if any. The trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by such Assignor had this assignment not been made.

2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record Assignee as the assignee and owner of the trademarks.

3. From and after the Effective Date, Assignor hereby agrees that it will, at no expense to Assignee, execute and deliver such additional documents, conveyances and assurances and take all such further actions as may be reasonably requested by Assignee to effectuate this Assignment and otherwise enable Assignee to enjoy the benefits contemplated by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules of such state.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

**ASSIGNOR:
BRIIPCO Ltd.**

DocuSigned by:

By: Olivia Devesse

Name: Olivia Devesse

Title: Authorized Signatory

**ASSIGNEE:
BRI HOLDINGS EAST LTD.**

DocuSigned by:

By: Salomon Harari

Name: Salomon Harari

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT BRIIPCO/UAE]

**TRADEMARK
REEL: 008375 FRAME: 0657**

EXHIBIT A
ASSIGNED TRADEMARKS

[To be attached]

EXHIBIT A

ASSIGNED TRADEMARKS

Trademark ¹	Country	Application No.	Registration No.	Registration Date	Owner Name
██████████	██████	██████	██████	██████	██████████
"O" STYLIZED	United States of America	86008939	4614834	9/30/2014	BRIIPCO Limited
██████████	██████	██████	██████	██████	██████████
██████████	██████	██████	██████	██████	██████████
██████	██████	██████	██████	██████	██████████
██████	██████	██████	██████	██████	██████████
██████████	██████	██████	██████	██████	██████████
██████	██████	██████	██████	██████	██████████
██████	██████	██████████	██████████	██████	██████████
██████	██████████		██████████	██████	██████████
██████████	██████	██████	██████	██████	██████████
██████	██████	██████	██████	██████	██████████
██████	██████	██████	██████	██████	██████████
CHILL FX	United States of America	86544321	4965877	5/24/2016	BRIIPCO Limited
██████████	██████	██████	██████████	██████	██████████
COMFORT BACK	United States of America	77/630,531	3723599	12/8/2009	BRIIPCO Limited
██████████	██████	██████	██████████	██████	██████████
██████████ ██████████ ██████████	██████	██████	██████████	██████	██████████
CONFIDENT MODERN STRONG ROMANTIC ██████████	██████████ ██████	██████████	██████	██████	██████████
██████████	██████	██████	██████████	██████	██████████
██████	██████	██████	██████	██████	██████████
██████████	██████	██████	██████████	██████	██████████
██████████	██████	██████	██████████	██████	██████████
██████	██████	██████	██████	██████	██████████

¹ Marks with an asterisk are abandoned/lapsed.

Trademark ¹	Country	Application No.	Registration No.	Registration Date	Owner Name
██████████	██	████	████	████	████
██████████	██	████	████	████	████
██████████	██	████	████	████	████
██████████	██	████	████	████	████
██████████	██	████	████	████	████
TRUE TRUEANDCO.COM	United States of America	88737040	6100850	7/14/2020	BRIIPCO Limited
TRUE TRUEANDCO.COM	United States of America	90708236	6729549	5/24/2022	BRIIPCO Limited
██████████	██	████	████	████	████
██████████	██	████			████
██████████	██	████	████	████	████
TRUE WEEKEND	United States of America	88000991	5666561	1/29/2019	BRIIPCO Limited
██████████	██	████	██	████	████
██████████	██████████	████	████	████	████
██████████	██	██	██	████	████
██████████	████	████	████	████	████
██████████	██	████	██	████	████
██████████	██████████	████	██	████	████
██████████	██████████	████	████	████	████
██████████	██	████	██	████	████
██████████	████	████	██	████	████
██████████	██████████	████	████	████	████
██████████	██	████	████	████	████
██████████	████	████	██	████	████
██████████	██████████	████	████	████	████
██████████	██	████	████	████	████
██████████	████	████	██	████	████
██████████	██████████	████	████	████	████

TRADEMARK DEED OF ASSIGNMENT

I, the undersigned, hereby declare that BRIIPCO Ltd. a company duly incorporated and operated in Ireland (company registration number 751422) with registered address at 1 Stokes Place, St. Stephen's Green, Dublin 2, Ireland (the "Assignor"), has assigned and transferred all its rights in and to the following trademark registrations and applications, including all goodwill appurtenant thereto held by Assignor, effective as of the date of signature affixed below:

Trademark Registrations and Applications: See Schedule A at

To BRI HOLDINGS EAST LTD. ("Assignee")

As consideration in full, Assignee hereby waives any and all claims it has, or may have in the future, against Assignor arising from, relating to or with respect to the trademark registrations and applications listed above.

The undersigned are duly authorized to execute this document on behalf of the Assignor.

Executed on this 11 day of March 2024

ASSIGNOR:

BRIIPCO LTD

By: [Signature]
Name: Olivia Devesh
Title: Director

Subscribed and sworn to before me this 11 day of March 2024

(Notarial Seal)

Signature: [Signature]
Notary Public

Amber V. Judd
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50012619
MY COMMISSION EXPIRES March 25, 2025

SCHEDULE A

TRADEMARKS

Trademark¹	Country	Application No.	Registration No.	Registration Date	Owner Name
██████████	██████	██████	██████	██████	██████████
"O" STYLIZED	United States of America	86008939	4614834	9/30/2014	BRI HOLDINGS EAST LTD.
██████████	██████	██████	██████	██████	██████████
██████████	██████	██████	██████	██████	██████████
██████	██████	██████	██████	██████	██████████
██████████	██████	██████	██████	██████	██████████
██████████	██████	██████	██████	██████	██████████
██████	██████	██████████	██████████	██████	██████████
██████	██████████		██████████	██████	██████████
██████████	██████	██████	██████	██████	██████████
██████	██████	██████	██████	██████	██████████
██████	██████	██████	██████	██████	██████████
CHILL FX	United States of America	86544321	4965877	5/24/2016	BRI HOLDINGS EAST LTD.
██████████	██████	██████	██████████	██████	██████████
COMFORT BACK	United States of America	77/630,531	3723599	12/8/2009	BRI HOLDINGS EAST LTD.
██████████	██████	██████	██████████	██████	██████████
██████████ ██████████ ██████████	██████	██████	██████████	██████	██████████
CONFIDENT MODERN STRONG ROMANTIC GORGEIOUS (STYLIZED)	United States of America	86/008,806	4614833	9/30/2014	BRI HOLDINGS EAST LTD.
██████████	██████	██████	██████████	██████	██████████
██████	██████	██████	██████	██████	██████████
██████████	██████	██████	██████████	██████	██████████

¹ *Marks with an asterisk are abandoned/lapsed.

Trademark ¹	Country	Application No.	Registration No.	Registration Date	Owner Name
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NO LINES. NO LIE.	United States of America	86102885	4752650	6/9/2015	BRI HOLDINGS EAST LTD.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
WARNERS ALL YOU NEED	United States of America	90758289			BRI HOLDINGS EAST LTD.
WARNERS ALL YOU NEED	United States of America	90980575	7250044	12/19/2023	BRI HOLDINGS EAST LTD.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**POWER OF ATTORNEY
(Trademarks)**

The undersigned, BRIIPCO Ltd., (“ASSIGNOR”), hereby appoints BRI Holdings East Ltd. (the “COMPANY”), and any and all officers thereof, as the undersigned’s true and lawful attorney-in-fact and agent, effective as of the closing of the transactions contemplated by that certain pursuant to that certain Asset Purchase Agreement, entered into as of March 12, 2024 (as amended, restated, supplemented, and/or otherwise modified from time to time in accordance with the terms thereof, the “APA”), by and among, ASSIGNOR, the COMPANY and the other parties thereto, for its use and benefit solely as follows:

prepare, execute in the undersigned’s name and on the undersigned’s behalf, and submit to the proper authority any and all documents necessary or desirable to effectuate, confirm, file and/or record a transfer or assignment to the COMPANY of all worldwide rights in and to the Assigned Trademarks (as such term is defined in that certain Trademark Assignment Agreement, dated as of March 12, 2024, by and among ASSIGNOR, the COMPANY and the other parties thereto (the “Trademark Assignment”)).

The undersigned hereby grants to such attorney-in-fact full irrevocable power and authority, in the place of ASSIGNOR and in the name of ASSIGNOR, or in its own name as nominee for ASSIGNOR, to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution and delegation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact’s substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

This Power of Attorney is coupled with an interest and, as such, is irrevocable. This Power of Attorney is governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has caused this Power of Attorney to be executed by its duly authorized representative.

Dated: 3/11/24

BRIIPCO Ltd.

By: [Signature]
Name: Olivia Devesse
Title: Direct-

STATE OF NEW ~~YORK~~ ^{Jersey})
COUNTY OF NEW ~~YORK~~ ^{Hudson})

On the 11 day of March 2024, before me, personally appeared Olivia Devesse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledges to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which they acted, executed the instrument.

[Signature]
Notary Public

Amber V. Judd
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50012619
MY COMMISSION EXPIRES March 25, 2025