

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Concurrent Use Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bareweb, Inc.		04/23/2001	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bare Necessities, Ltd.		
<b>Street Address:</b>	10751 Falls Road		
<b>City:</b>	Lutherville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21093		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2580906	BARE NECESSITIES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlj.com		
Correspondent Name:	SUSAN UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	BARE 0004434		
NAME OF SUBMITTER:	Susan Upton Douglass		
Signature:	/anca nicolescu/		
Date:	01/20/2010		

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**Total Attachments: 3**

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## CONCURRENT USE AGREEMENT

This Agreement is entered into by and among Bareco, Inc., a New Jersey corporation having a place of business at 179-181 Meeker Avenue, Newark New Jersey 07114-1329 ("Bareco") and Bare Necessities, Ltd., a Maryland corporation having a place of business at 10751 Falls Road, Lutherville Maryland 21093 ("BNL").

WHEREAS, Bareco adopted and has been using the BARE NECESSITIES mark since 1967 in connection with retail stores, promoting and offering for sale intimate apparel, which are located in various U.S. states, specifically excluding Maryland and Washington D.C.;

WHEREAS, BNL adopted and has been using the BARE NECESSITIES mark since 1984 in connection with a retail store, promoting and offering for sale intimate apparel, which is located in Lutherville, Maryland;

WHEREAS, the parties believe they can and desire to establish and agree to concurrent use of the BARE NECESSITIES mark in connection with their brick and mortar retail stores, promoting and offering for sale intimate apparel, in their respective territories as set forth in this Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions.

- 1.1. As used hereinafter, Bareco shall mean collectively and individually, Bareco, Inc., BareWeb, Inc., their subsidiaries, affiliates and related companies, and all officers, employees, agents, successors, licensees and assigns thereof.
- 1.2. As used hereinafter, BNL shall mean collectively and individually, Bare Necessities, Ltd., its subsidiaries, affiliates and related companies, and all officers, employees, agents, successors, licensees and assigns thereof.
- 1.3. The "Mark" shall mean "BARE NECESSITIES," or any mark confusingly similar thereto.
- 1.4. The term "brick and mortar" shall mean and refer to retail store services in connection with a physical retail store location, and specifically not retail services provided through the Internet.

2. The Parties' Brick and Mortar Sales and Promotion Rights Under the Mark

- 2.1. "Bareco's Exclusive Territory" shall be defined as all areas of the United States except for the state of Maryland, the District of Columbia and the Buffer Zone territories described in paragraph 2.3. BNL agrees that it shall not use the Mark, nor shall it interfere with Bareco's right to use the Mark, in connection with brick and mortar retail store services

involving the promotion, distribution and sale of intimate apparel and related goods and services, in Bareco's Exclusive Territory. BNL hereby acknowledges and recognizes Bareco's right to use the Mark in Bareco's Exclusive Territory. There shall be no restrictions on Bareco's brick and mortar sales and/or advertising in Bareco's Exclusive Territory.

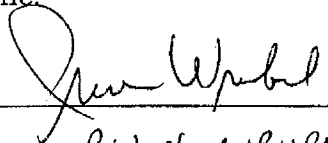
2.2. "BNL's Exclusive Territory" shall be defined as the state of Maryland and the District of Columbia. Bareco agrees that it shall not use the Mark, nor shall it interfere with BNL's right to use the Mark, in connection with brick and mortar retail store services involving the promotion, distribution and sale of intimate apparel and related goods and services, in BNL's Exclusive Territory. Bareco hereby acknowledges and recognizes BNL's right to use the Mark in BNL's Exclusive Territory. There shall be no restrictions on BNL's brick and mortar sales and/or advertising in BNL's Exclusive Territory.

2.3. The "Buffer Zone" shall be defined as the state of Delaware and the counties of Arlington, Fairfax, Loudoun and Prince William and the cities of Alexandria and Falls Church in the state of Virginia and the counties of York and Lancaster and the city of Harrisburg in the state of Pennsylvania. The parties agree and understand that the Buffer Zone is established to minimize confusion between the goods and services of Bareco and the goods and services of BNL and further agree not to target the Buffer Zone with promotions for or sales of women's intimate apparel and related goods and services under the Mark. Promotions or sales by either party that extend incidentally into the Buffer Zone as the result of activities directed towards the parties' respective Exclusive Territories in accordance with this Agreement will not be in violation of this Agreement.

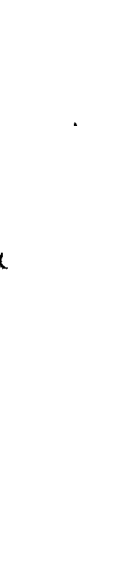
3. This Agreement is binding upon the parties individually and collectively as well as on their principals, officers, employees, shareholders, successors, heirs, assigns, licensees and agents.
4. Both parties acknowledge that they have reviewed this Agreement with counsel of their choice and/or have been given the opportunity to do so and that they have read and understand the contents herein and are authorized to execute this Agreement.
5. This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws principles, and applicable federal law. The parties hereby consent to, and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York in connection with any suits arising under this Agreement.
6. This Agreement may not be modified or amended except in a writing signed by the parties hereto. This Agreement shall not be read or interpreted to supercede or otherwise affect the terms of any other agreement between the parties.

This Agreement is signed by an authorized officer of Bareco and BNL.

Bareco, Inc.

By:   
Name: IRWIN WRUBEL  
Title: PRESIDENT  
Date: 4/23/01

Bare Necessities, Ltd.

By:   
Name: MENDI LEIKIN  
Title: PRESIDENT  
Date: 4/18/01