#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Zobha LLC		107/26/2011	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Zobha Licensing, LLC
Street Address:	600 Kellwood Parkway
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3690602	EVERY MOVEMENT, EVERY MOMENT
Registration Number:	3884384	EVERY MOVEMENT, EVERY MOMENT
Registration Number:	3944587	EVERY MOVEMENT, EVERY MOMENT
Registration Number:	3687430	ZOBHA
Registration Number:	3881704	ZOBHA
Registration Number:	3934715	ZOBHA
Serial Number:	85226891	Z

#### **CORRESPONDENCE DATA**

Fax Number: (314)576-3388

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3145763340

Email: courtney.labelle@kellwood.com

Correspondent Name: Courtney LaBelle Address Line 1: 600 Kellwood Parkway

Address Line 4: Chesterfield, MISSOURI 63017

REEL: 004599 FRAME: 0603

**TRADEMARK** 

ATTORNEY DOCKET NUMBER:	ZOBHA ASSIGNMENTS
NAME OF SUBMITTER:	Deborah L. Norman
Signature:	/Deborah L. Norman/
Date:	08/08/2011

#### Total Attachments: 18

source=Zobha IP Transfer Agreement EXECUTED with schedules#page1.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page2.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page3.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page4.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page5.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page6.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page7.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page8.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page9.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page10.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page11.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page12.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page13.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page14.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page15.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page16.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page17.tif source=Zobha IP Transfer Agreement EXECUTED with schedules#page18.tif

#### INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "<u>Agreement</u>") is made and entered into as of July 26, 2011 (the "<u>Effective Date</u>"), by and among Zobha, LLC a Delaware limited liability company with its principal place of business at 591 Redwood Highway, Suite 2350, Mill Valley, California 94941("<u>Zobha</u>"), Zobha Limited, a British Virgin Islands business company with registered number 1391465 ("<u>BVI</u>", and together with Zobha, "<u>Assignors</u>"), and Zobha Licensing, LLC a Delaware limited liability company with its principal place of business at 600 Kellwood Parkway Chesterfield, Missouri 63017 ("<u>Assignee</u>"). Assignors and Assignee are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Assignors are parties to that certain Equity Purchase Agreement (the "Purchase Agreement"), of even date herewith, by and among Assignors and certain other parties;

WHEREAS, Assignors are the owners of the Transferred IP (as defined herein) and have agreed to transfer the Transferred IP to Assignee; and

WHEREAS, the execution and delivery of this Agreement is a condition precedent provided for in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings contained herein and in the Purchase Agreement, and intending to be legally bound, the Parties hereby agree as follows.

Section 1. <u>Definitions.</u> For the purposes of this Agreement, the following terms have the meanings set forth below.

"Action" means any claim, interference, opposition, action, suit, proceeding, arbitration, investigation, inquiry, lawsuit, demand or the like.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise, and such "control" will be presumed if any Person owns ten percent (10%) or more of the voting capital stock or other ownership interests, directly or indirectly, of any other Person.

"Assignee" has the meaning set forth in the preamble.

"Assignors" has the meaning set forth in the preamble.

"Effective Date" has the meaning set forth in the preamble.

"Governmental Entity" means: (i) any federal, state, local, municipal, foreign or other government; (ii) any governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, entity or self-regulatory organization and any court or other tribunal); or (iii) any body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

"IP License Agreement" means the Intellectual Property License Agreement, of even date herewith, by and between Zobha and Assignee.

"<u>Law</u>" means any federal, state, local, municipal or foreign statute, law, ordinance, regulation, rule, code, order, principle of common law or judgment enacted, promulgated, issued, enforced or entered by any Governmental Entity, or other requirement or rule of law.

"<u>Liabilities</u>" means any liability, debt, obligation, loss, cost, deficiency, tax, penalty, fine, claim or cause of action, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated and whether due or to become due, regardless of when asserted.

"<u>Lien</u>" means any mortgage, covenant, pledge, license, security interest, encumbrance, claim, lien, or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof) or option), any sale of receivables with recourse against a Party, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute, or any subordination arrangement in favor of another Person.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a Governmental Entity or any department, agency or political subdivision thereof.

"Purchase Agreement" has the meaning set forth in the recitals.

"Transferred IP" means the trademark registrations and applications set forth on Schedule A attached hereto together with and including any renewals, extensions, translations, adaptations, reproductions, exploitations, imitations, derivations and combinations of the foregoing, logos, trademarks, trade dress, patents, inventions, disclosures, copyrights, domain names (such domain names are set forth on Schedule B), designs and related rights owned or used by Zobha, as well as any derivatives, imitations, adaptations, reproductions, registrations, applications, and exploitations, as well as all goodwill associated with each of the foregoing.

#### Section 2. <u>Transfer</u>.

- Assignment of Transferred IP. Assignors hereby sell, transfer, convey and assign to Assignee all right, title and interest in and to the Transferred IP, free and clear of all Liens, except for Zobha's interest in the IP License Agreement, together with and including: (i) all of the goodwill associated with the foregoing; (ii) all income, royalties, and damages now and hereafter due and/or payable with respect thereto (including any payments for past, present and future infringements and misappropriations thereof), whether known or unknown; and (iii) all rights to sue for past, present and future infringements or misappropriations thereof.
- 2B. <u>Liabilities Assumed</u>. Assignee is assuming, and shall be deemed to have assumed, all Liability of, or relating to, the Transferred IP. For the avoidance of doubt, Assignee shall be liable for any costs, fees or commissions in connection with this Agreement (including brokerage commissions, finders' fees or similar compensation).
- 2C. <u>Recordation</u>. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world to record Assignee as owner of the Transferred IP and to issue any and all letters registered trademarks of the United States or of any applicable other jurisdictions thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Any such recordation or issuance shall be done at Assignee's sole out-of-pocket expense.

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#### Section 3. Covenants.

3A. <u>Cooperation</u>. Assignors shall take all further actions, execute necessary documents, and provide to Assignee, its successors, assigns or legal representatives, all cooperation and assistance, reasonably requested by Assignee, at Assignee's sole out-of-pocket expense, related to the transfer of the Transferred IP and the recordation, implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

#### Section 4. Miscellaneous.

- 4A. <u>Relationship of the Parties.</u> Nothing in this Agreement shall be construed to establish a joint venture, partnership, agency, employment or other business relationship between the Parties. Neither of the Parties is authorized or empowered to act for or represent the other Party. The Parties agree not to do or authorize any act which would imply apparent authority to act for the other Party.
- 4B. <u>Tax Treatment</u>. Notwithstanding anything to the contrary in this Agreement, the parties intend that Assignors shall be treated as the owner of their respective Transferred IP for federal and other applicable income tax purposes. The parties shall report, act and file all federal and other applicable income tax returns in all respects and for all purposes consistent with such treatment and shall not take any position (whether in audits, on any tax return or otherwise) that is inconsistent with such treatment.
- 4C. <u>Assignment</u>. Neither Party shall assign, transfer or otherwise encumber this Agreement or any interest herein without the prior written consent of the other Party, which consent shall be granted or denied in the other Party's sole discretion. Any such assignment, transfer or other encumbrance without such consent shall be null and void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and the successors-in-interest and permitted assigns of each Party hereto.
- 4D. <u>Consent to Amendments</u>. This Agreement may be amended, or any provision of this Agreement may be waived; provided that any such amendment or waiver shall be binding upon a Party only if set forth in a writing executed by each of the Parties and referring specifically to the provision alleged to have been amended or waived. No course of dealing between or among the Parties shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No acquiescence in, or waiver of, any breach of this Agreement by any Party shall operate to excuse any subsequent or prior breach.
- 4E. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Party or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 4F. <u>Counterparts and Electronic Delivery</u>. This Agreement may be executed simultaneously in counterparts (including by means of telecopied signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent executed and delivered by means of a

photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the reasonable request of any Party to any such agreement or instrument, each other Party or thereto shall re-execute original forms thereof and deliver them to all other parties. Neither Party shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such Party forever waives any such defense.

- 4G. <u>Descriptive Headings</u>; <u>Interpretation</u>. The headings and captions used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized terms used in any Schedule attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The words "include," "including" and "includes" are not limiting and shall be deemed to be followed by "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall" and vice versa. The word "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Unless stated otherwise in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to any Party at law, in equity or otherwise.
- 4H. <u>Entire Agreement</u>. This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings.
- 4I. <u>No Third-Party Beneficiaries</u>. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such successors and permitted assigns, any legal or equitable rights hereunder.
- 4J. <u>Schedules</u>. All Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.
- 4K. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.
- 4L. <u>Mutual Waiver of Jury Trial</u>. As a specifically bargained inducement for each of the Parties hereto to enter into this Agreement (with each Party having had opportunity to consult counsel), each Party hereto expressly and irrevocably waives the right to trial by jury in any lawsuit or other legal proceeding relating to or arising in any way from this Agreement or the transactions contemplated herein, and any lawsuit or other legal proceeding relating to or arising in any way to this Agreement or the transactions contemplated herein shall be tried in a court of competent jurisdiction by a judge sitting without a jury.

- 4M. CONSENT TO JURISDICTION AND SERVICE OF PROCESS. PARTIES HERETO AGREE THAT JURISDICTION AND VENUE IN ANY SUIT, ACTION OR PROCEEDING BROUGHT BY EITHER PARTY PURSUANT TO THIS AGREEMENT SHALL PROPERLY AND EXCLUSIVELY LIE IN THE CHANCERY COURT OF THE STATE OF DELAWARE AND ANY STATE APPELLATE COURT THEREFROM WITHIN THE STATE OF DELAWARE, OR, IF THE CHANCERY COURT OF THE STATE OF DELAWARE DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY STATE OR FEDERAL COURT WITHIN THE STATE OF DELAWARE. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES HERETO IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT AND HEREBY WAIVE ANY OBJECTION THAT ANY SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE PARTIES FURTHER IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 4M. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.
- 4N. <u>Notices</u>. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient, one (1) day after being sent to the recipient by reputable overnight courier service (charges prepaid), upon machine-generated acknowledgment of receipt after transmittal by facsimile or five (5) days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications shall be sent to Assignee and Assignors, as applicable, at the addresses indicated below.

#### Assignors:

Zobha, LLC c/o Kellwood Company 600 Kellwood Parkway Chesterfield, Missouri 63017 Attention: Keith A. Grypp Facsimile: (314) 576-3388]

#### with a copy to:

(which shall not constitute notice to Assignors)

Kirkland & Ellis LLP 300 North LaSalle Chicago, IL 60654

Attention: Douglas C. Gessner, P.C., Jeremy S. Liss and Corey D. Fox

Facsimile: (312) 862-2200

#### Assignee:

Zobha Licensing, LLC c/o Kellwood Company 600 Kellwood Parkway Chesterfield, Missouri 63017 Attention: Keith A. Grypp

Facsimile: (314) 576-3388

#### with a copy to:

(which shall not constitute notice to Assignee)

Sun Capital Partners, Inc.

5200 Town Center Circle, Suite 600

Boca Raton, Florida 33486

Attention: C. Deryl Couch, Jason H. Neimark and G. Brian McGee

Facsimile: (561) 394-0540

#### with a copy to:

(which shall not constitute notice to Assignee)

Kirkland & Ellis LLP 300 North LaSalle Chicago, IL 60654

Attention: Douglas C. Gessner, P.C., Jeremy S. Liss and Corey D. Fox

Facsimile: (312) 862-2200

#### with a copy to:

(which shall not constitute notice to Assignee)

Jamie Hanna P.O. Box 1609 Mill Valley, CA 94942 Facsimile: (415) 294-9008

#### with a copy to:

(which shall not constitute notice to Assignee)

Kaye Scholer LLP 425 Park Avenue New York, New York 10022

Attention: Stephen C. Koval and Laurie Abramowitz

Facsimile: (212) 836-6419

40. <u>No Strict Construction</u>. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Assignee: Zobha Licensing, LLC

By: Sun Zobha Licensing Holding, LLC

Its: Member

By:
Name:
Name:
Nichael J. McConvery
Vice President and Assistant Secretary

Assignor: Zobha, LLC

By:

Name: Its:

[Signature Page - Intellectual Property Transfer Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Assignee: Zobha Licensing, LLC

By: Sun Zobha Licensing Holding, LLC

Its: Member

Ву:\_\_\_\_\_

Name: Michael J. McConvery
Its: Vice President and Assi

Vice President and Assistant Secretary

Assignor: Zobha, LLC

By:

Name: Jamie/Hann

Its:

Chief Executive Officer

[Signature Page - Intellectual Property Transfer Agreement]

Assignor: Zobha Limited

By: Name:

amie Hanna

Its:

Chief Executive Officer

[Signature Page - Intellectual Property Transfer Agreement]

## Schedule A

See attached.

## **Zobha LLC** Trademark Inventory

Ver. 1.7 - May 20, 2011

### I. North America

## A. United States



## **Registered Trademarks**

Mark	Reg. no.	Cl	Description of goods	Reg. Date	Next Action
EVERY MOVEMENT, EVERY MOMENT	3,690,602	25	Athletic bras, tank tops, T-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts.	Sept. 29, 2009	File Sec. 8 & 15 affidavit w/PTO between 9/30/2014 & 9/29/2015
EVERY MOVEMENT, EVERY MOMENT	3,884,384	35	Online retail store services featuring yoga apparel and yoga exercise items, athletic and exercise apparel, clothing, fashion items, and tote bags.	Nov. 30, 2010	File Sec. 8 & 15 affidavit w/PTO between 12/1/2015 & 11/30/2016
EVERY MOVEMENT, EVERY MOMENT	3,944,587	18	Purses & tote bags.	April 12, 2011	File Sec. 8 & 15 affidavit w/PTO between 4/13/2016 & 4/12/2017.
ZOBHA	3,687,430	25	Athletic bras, tank tops, T-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts.	Sep. 22, 2009	File Sec. 8 & 15 affidavit w/PTO between 9/22/2014 & 9/22/2015
ZOBHA	3,881,704	35	Online retail store services featuring yoga apparel and yoga exercise items, athletic and exercise apparel, clothing, fashion items, and tote bags.	Nov. 23, 2010	File Sec. 8 & 15 affidavit w/PTO between 11/24/2015 & 11/23/2016
ZOBHA	3,934,715	18	Purses, tote bags.	Mar. 22, 2011	File Sec. 8 & 15 affidavit w/PTO between 3/23/2016 & 3/22/2017.

### **Pending Applications**

Mark	Appl no.	CI.	Description of goods	Filing	Status	Next Action
				Date		
10000000000000000000000000000000000000	85	25	Clothing, namely shirts, t-	Jan. 26,	Application	Await
10000000	226891		shirts, tank tops, halter	2011	has cleared	outcome of
dumm			tops, athletic bras,		initial USPTO	publication; if
			pullovers, sweaters, tunics,		review, and	no one
			pants, leggings, shorts,		will be	opposes,
			skirts, dresses, jackets,		published for	application
			coats and underwear;		opposition on	should
			athletic and exercise		May 31,	advance to
			apparel, namely yoga pants		2011.	registration by
			and yoga shirts; maternity			Nov. 2011.
			apparel, namely maternity			
			shirts, pants and jackets;			
			socks and footwear.			

### II. ASIA





## **Registered Trademarks**

Mark	Reg. no.	CI	Description of goods	Filing Date	Reg. Date	Next Action
ZOBHA	1033263	25	Athletic bras, tank tops, T-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts.	Mar. 14, 2010	June 17, 2010	Renew by June 17, 2020

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## **Registered Trademarks**

Mark	Reg. no.	Cl	Description of goods	Filing	Reg.	Next Action
				Date	Date	
ZOBHA	T1004311D	25	Athletic bras, tank tops, T-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts.	Mar. 14, 2010	June 17, 2010	Renew by June 17, 2020



## **Pending Applications**

Mark	Appln. no.	Cl	Description of goods	Filing Date	Status
ZOBHA	1033263	25	Athletic bras, tank tops, T-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts.	Mar. 14, 2010	Provisional rejection issued due to DoHwan Yoo's prior application; we have suspended our application pending the outcome of our opposition against Yoo's application.
	A0024241 (for now)	25	Clothing, namely shirts, t-shirts, tank tops, halter tops, athletic bras, pullovers, sweaters, tunics, pants, leggings, shorts, skirts, dresses, jackets, coats and underwear; athletic and exercise apparel, namely yoga pants and yoga shirts; maternity apparel, namely maternity shirts, pants and jackets; socks and footwear	Apr. 19, 2011	Just filed with USPTO, who will forward to WIPO for processing; we should receive word from WIPO by July 2011.

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Zobha Trademark Inventory 1.7 May 20 2011

Ken Kwartler Law Office Kwartler Law com / (503) 806 3734

### III. EUROPE

## A. Community Trademark (European Union)



## **Registered Trademarks**

Mark	Reg. no.	Cl	Description of goods	Filing Date	Next Action
ZOBHA	1033263	25	Athletic bras, tank tops, T-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts.	Mar. 14, 2010	Renew by Mar. 13, 2020

## B. Switzerland



## **Registered Trademarks**

Mark	Appln. no.	CI	Description of goods	Filing Date	Next Action
ZOBHA	1033263	25	Athletic bras, tank tops, T-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts.	Mar. 14, 2010	Renew by Mar. 13, 2020

# IV. AUSTRALIA



## **Registered Trademarks**

Mark	Reg. no.	Cl	Description of goods	Filing Date	Reg. Date	Next Action
ZOBHA	1354968	25	Athletic bras, tank tops, T-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts.	Mar. 14, 2010	Mar. 14, 2020	Renew by Mar. 13, 2020

Zobha Trademark Inventory 1.7 May 20 2011

Ken Kwartler Law Office Kwartlerl.aw.com / (503) 806 3734

## **Zobha Limited (BVI)** Trademark Inventory

Ver. 1.7 - May 20, 2011

### I. North America

### A. CANADA

### **Pending Applications**

Mark	Appl no.	Description of goods	Filing Date	Status	Next Action
EVERY MOVEMENT, EVERY MOMENT	1452531	Athletic bras, tank tops, t-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts; Tote bags; Towels, blankets, throws; Socks; Purses and backpacks; Online retail store services in the field of yoga apparel and yoga exercise items, athletic and exercise apparel, clothing, fashion items, and tote bags; Online retail store services in the field of purses, backpacks, towels and blankets; Retail stores and store services in the field of yoga apparel and yoga exercise items, athletic and exercise apparel, clothing, fashion items, purses, tote bags, backpacks, towels and blankets.	Sep. 21, 2009	Responded to Examiner's report; awaiting publication.	Application should be published for opposition by early 2011.
ZOBHA	1452531	Athletic bras, tank tops, t-shirts, shorts, pants, sweatshirts, sweatpants, jackets, sweaters and underwear; athletic and exercise apparel for yoga, namely, yoga pants, yoga shirts; Tote bags; Towels, blankets, throws; Socks; Purses and backpacks; Online retail store services in the field of yoga apparel and yoga exercise items, athletic and exercise apparel, clothing, fashion items, and tote bags; Online retail store services in the field of purses, backpacks, towels and blankets; Retail stores and store services in the field of yoga apparel and yoga exercise items, athletic and exercise apparel, clothing, fashion items, purses, tote bags, backpacks, towels and blankets.	Sep. 21, 2009	Responded to Examiner's report; awaiting publication.	Application should be published for opposition by early 2011.

## II. ASIA

## A. HONG KONG



## **Registered Trademarks**

Mark	Reg. no.	Cl	Description of goods	Reg. Date	Next Action
佐雅	300870912	25	Clothing, footwear, headgear, fitness apparel, yoga apparel.	Oct. 24, 2007	Renew by May 15, 2017
ZOBHA	300866854	25	Clothing, footwear, headgear, fitness apparel, yoga apparel.	Sept. 20, 2007	Renew by May 7, 2017



## **Registered Trademarks**

Mark	Reg. no.	Cl	Description of goods	Filing Date	Reg. Date	Next Action
<b>佐雅</b>	6052508	25	Waterproof clothing, headgear, gloves, leather belts, layettes, footwear, gymnastics shoes, scarves.	May 16, 2007	June 1, 2010	Provisional registration has been challenged by ZOYA registrant; awaiting client's decision re contesting opposition proceeding.
ZOBHA	6039564	25	Waterproof clothing, gymnastics shoes, hosiery.	May 8, 2007	June 28, 2010	Renew by June 27, 2020

## **Pending Applications**

Mark	Appln. no.	Cl	Description of goods	Filing Date	Status
	A0024241 (for now)	25	Clothing, namely shirts, t-shirts, tank tops, halter tops, athletic bras, pullovers, sweaters, tunics, pants, leggings, shorts, skirts, dresses, jackets, coats and underwear; athletic and exercise apparel, namely yoga pants and yoga shirts; maternity apparel, namely maternity shirts, pants and jackets; socks and footwear.	Apr. 19, 2011	Just filed with USPTO, who will forward to WIPO for processing; we should receive word from WIPO by July 2011.

Schedule B

Domain Names (Zobha, LLC)

Domain Name	Account No.	Points To	Expiration	Personal Info
zobha-wholesale.com	30576853	Under Const.	Sept. 25, 2012	Private
zobha.co	30576853	Web Forward	Oct. 7, 2011	Public
zobha.com	30576853	ADNS Services	Feb. 15, 2013	Public
zohba-wholesale.com	30576853	Under Const.	Sept. 25, 2012	Private
zohba.com	30576853	Web Forward	April 30, 2013	Public

**RECORDED: 08/08/2011**