

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J. Homan USA LLC		07/30/2013	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wal-Mart Stores, Inc.		
<b>Street Address:</b>	702 S.W. 8th Street		
<b>Internal Address:</b>	MS 0215		
<b>City:</b>	Bentonville		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72716		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4538735	BELIEVE BY BRILLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ustm@walmartlegal.com		
<b>Correspondent Name:</b>	Wal-Mart Stores, Inc.		
<b>Address Line 1:</b>	702 S.W. 8th Street		
<b>Address Line 4:</b>	Bentonville, ARKANSAS 72716		
<b>ATTORNEY DOCKET NUMBER:</b>	81177595		
<b>NAME OF SUBMITTER:</b>	Danica Acosta		
<b>SIGNATURE:</b>	/danica acosta/		
<b>DATE SIGNED:</b>	11/12/2014		
<b>Total Attachments: 6</b>			
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TRADEMARK



## TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this <sup>July</sup> 30 day of ~~March~~ 2013 ("Effective Date") between J. Homan USA LLC, a limited liability company organized under the laws of the State of New York ("Licensor") and WAL-MART STORES, INC., a corporation organized under the laws of the State of Delaware ("Licensee"). The Licensee and the Licensor are hereinafter collectively referred to as the "Parties" and each may be individually referred to as a "Party."

### RECITALS

WHEREAS, Licensor is the current application holder and unregistered user for the trademarks identified in Exhibit A (the "Marks").

WHEREAS, Licensor grants Licensee a license in the Marks, as set forth below.

WHEREAS, the Parties wish to provide for an option for Licensee to acquire all of Licensor's future rights in and to the Marks and the goodwill associated with such Marks upon registration of the Marks;

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

### AGREEMENT

#### 1. Grant of License

a) Subject to the terms and conditions established herein, the Licensor hereby grants to the Licensee for the term of this Agreement a perpetual, exclusive, transferable, irrevocable, worldwide, enterprise wide, royalty-free license to use Licensor's application for trademark registration and unregistered rights of the Marks.

b) The Licensor hereby grants to the Licensee the right to sublicense the rights to utilize the Marks on an exclusive basis to (i) suppliers and contractors of Licensee in connection with their provision of services on behalf of Licensee, including mobile broadband offering; and (ii) Affiliates (as defined below) of Licensee, provided that such sublicense is in writing, and benefits and burdens the sublicensee on identical terms and conditions to those pertaining to the Marks that benefits and burdens the Licensee under the terms of this License. For the purpose of this Agreement "Affiliate" means, with respect to any Person, (a) any Person directly or indirectly controlling, controlled by or under common control with such Person, (b) any officer, director, or employee of such Person, or (c) any Person who is an officer, director, or employee of any Person described in clause (a) of this definition.

2. Option of Future Assignment.

a) Licensee shall have the right to acquire all right, title and interest in and to the Marks held by Licensor, together with the goodwill of the goods and/or services which are symbolized by the Marks upon registration of the Marks. Licensee shall be deemed to have automatically exercised this right and shall have provided good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, upon the registration date of the Marks unless Licensee notifies Licensor of its intent not to exercise its option right prior to the date of registration. Upon registration of the Marks, Licensor hereby agrees to assign, transfer and convey to Licensee, its Affiliates, successors, assigns or other legal representatives (the "Future Assignment Date"), all right, title and interest in and to the Marks held by Licensor, together with the goodwill of the goods and/or services which are symbolized by the Marks, to be held and enjoyed by Licensee for its own use and benefit and for its Affiliates, successors, and assigns as the same would have been held by Licensor had the assignment not been made.

b) Within six (6) months of receiving the Notice of Allowance for the Marks from the United States Patent and Trademark Office ("USPTO"), Licensor shall file a Statement of Use with the USPTO. Further, if necessary, Licensor shall file an extension of the Statement of Use for the Marks with the USPTO or any additional form(s) reasonably necessary to complete the registration of the Marks.


c) Licensor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing as of the Future Assignment Date. Upon reasonable request on or after the Future Assignment Date by Licensee, Licensor will promptly execute and/or deliver any such further documents necessary to register and perfect the interest of Licensee in and to the Marks.

d) This future assignment does not expand upon or limit any rights possessed by Licensor before the Future Assignment Date or at the time of transfer.

e) Upon assignment, Licensee shall be solely responsible to maintain, renew, and perform all other obligations respecting the Marks.

3. Ownership of Marks.

a) Licensee acknowledges and agrees that Licensor is the owner of all right, title and interest in and to the Marks, subject to Licensee's rights as set forth in Section 2 above, until the Future Assignment Date, at which time all rights held by Licensor in the Marks shall pass to Licensee pursuant to the terms of this Agreement. Licensee agrees that it will not directly or indirectly challenge Licensor's rights in and to the Marks nor claim or assert any contrary rights or interest therein.

b) Licensor agrees that Licensee may combine or otherwise use the Marks in direct association with additional trademarks owned or licensed by Licensee, which trademarks may include but not be limited to "WALMART" and the  logo.

e) Licensor agrees that nothing contained herein shall be construed to grant to Licensor any right, title or interest in or to any of Licensee's trademarks or any other intellectual property of Licensee.

#### **4. Term and Termination.**

a) This Agreement shall commence on the Effective Date and shall continue in perpetuity unless and until terminated as set forth herein.

b) In the event that either Party commits a breach of any term or condition of this Agreement, the other Party may terminate this Agreement in the event that the breaching Party does not cure such breach within thirty (30) business days after receiving written notice of such breach.

#### **5. Indemnification.**

Licensor agrees to defend, indemnify and hold harmless, Licensee, its subsidiaries, Affiliates, officers, directors, shareholders, employees and agents, from and against any and all claims asserted against, imposed upon or incurred by Licensee due to, arising out of or relating to any suit or claim that the Marks infringes or otherwise violates any trademark, service mark, trade name or other similar intellectual property right of any third party.

#### **6. Warranties, Quality Assurances, and Marking.**

a) Each Party warrants and represents to the other Party as of the Effective Date that it has the full right and power to enter into this Agreement, and that there are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Agreement.

b) Each Party warrants and represents to the other Party as of the Effective Date that its execution of this Agreement has been duly authorized by all necessary corporate action of such Party.

c) Licensor hereby warrants and represents to Licensee as of the Effective Date that (1) it has applications for trademark registrations with the USPTO, (2) it has conducted trademark searches and (3) to Licensor's actual knowledge based solely on a review of the result of such trademark searches, (i) it holds sufficient right, title and interest in and to the Marks to grant Licensee the license rights and future assignment rights set forth herein and (ii) Licensee's use of the Marks as expressly authorized by this Agreement will not infringe upon or otherwise violate any trademark, service mark, trade name or other similar intellectual property right of any third party.

d) Licensor shall have no right to approve the quality and propriety of any materials using or associated with the use of the Marks.

7. Limitation of Liability.

IN NO EVENT SHALL LICENSEE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUCH LICENSEE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. General Provisions.

a) The Parties agree that this Agreement shall be governed by the substantive laws of the State of Arkansas, without regard to any such laws or regulations that may direct the application of the law of any other jurisdiction. Any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or any breach hereof or thereof shall be brought in State or Federal Courts of Arkansas.

b) The headings used in this Agreement have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.

c) Nothing contained in this Agreement shall be construed to place the Parties in the relationship of legal representatives, partners, joint ventures, agents or fiduciaries, and no Party shall take any action nor incur any debts, obligations or liabilities in the name of the other.

d) No provisions of this Agreement will be waived by any Party except in writing. The Parties hereto agree that the waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or any other provision or condition of this Agreement.


e) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the Parties concerning such subject matter.

f) This Agreement may be executed in counterparts or duplicate originals and facsimile, electronic and digital copies of the Agreement, including properly executed PDF versions of the Agreement, shall be regarded as an original instrument by the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement,  
effective as of the Effective Date.


J. HOMAN USA LLC

By: 

Name: NATAN GONEN

Title: CFO

WAL-MART STORES, INC.

By: 

Name: MARYBETH CORNWELL

Title: SR VP - LADIESWEAR

EXHIBIT A

Mark	Country	Trademark	Distinction	Status	International Classification	Owner Name
US-1	Q3	BELIEVE BY BRILLIANCE	U.S. Federal	Approved for PUB - PRINCIPAL REGISTER		J. HOMAN USA LLC