

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Van de Velde nv		09/15/2015	CORPORATION: BELGIUM
RECEIVING PARTY DATA			
Name:	Intimacy Management Company LLC		
Street Address:	3980 Dekalb Technology Parkway		
Internal Address:	Suite 760		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30340		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86604429	RIGBY & PELLER LINGERIE STYLISTS LONDON	
Serial Number:	86604405	RIGBY & PELLER LINGERIE STYLISTS LONDON	
Registration Number:	3869367	RIGBY & PELLER	
CORRESPONDENCE DATA			
Fax Number:	2023444019		
<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>			
Phone:	202-344-4019		
Email:	mbharrison@venable.com		
Correspondent Name:	Mark B. Harrison		
Address Line 1:	P.O. BOX 34385		
Address Line 4:	WASHINGTON, D.C. 20043-9998		
ATTORNEY DOCKET NUMBER:	31916-282045		
NAME OF SUBMITTER:	Mark Harrison		
SIGNATURE:	/Mark Harrison/		
DATE SIGNED:	09/28/2015		
Total Attachments: 12			
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RIGBY & PELLER SUBLICENCE AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO

between

Van de Velde nv, a Licensor incorporated and existing under the laws of Belgium, with its registered office at Lageweg 4, 9260 Schellebelle, Belgium and registered with the HUB Database of companies under number 0448.746.744, represented by (i) EBVBA 4F, represented by Ignace Van Doorselaere and (ii) Dirk De Vos (the "Licensor")

and

Intimacy Management Company LLC, a Delaware limited liability company, having its office at 3980 Dekalb Technology Parkway, Suite 760, Atlanta, Georgia 30340, United States, represented by Lode Van Laere, President (the "Licensee").

The Licensor and the Licensee are also individually referred to as a "Party" and collectively as the "Parties".

WHEREAS the Licensor entered into an exclusive license agreement with Rigby & Peller Ltd, who is the owner of the trademark Rigby & Peller as specified in Annex I to this Agreement (the "Trademark"), under which the Licensor has the right to use and sublicense the Trademark;

WHEREAS the Licensee desires to use the Trademark in connection with the Licensee's business and the promotion thereof, in various applications;

WHEREAS the Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit the Licensee such use of the Trademark for the mutual benefit of the Licensor;

WHEREAS the Licensee wishes to enter into a sublicense agreement with the Licensor; and

WHEREAS the Parties hereby wish to set forth the terms and conditions agreed between them in that respect;

NOW, THEREFORE, the Parties have agreed as follows:

Article 1 – Licence – Scope

- 1.1. As of September 15, 2015, the Licensor hereby grants to the Licensee an exclusive non-transferable licence (the "Licence") to use the Trademarks for all the registered goods/services in the registered classes ("Licensed Goods/Services") solely in connection with the Licensee's business related to premium lingerie retail stores and the promotion thereof in the Territory (as specified in Annex II to this Agreement). Besides, Parties explicitly agree that the design and production of lingerie or any other related goods shall not be part of this Agreement. Hence, Licensee shall not be entitled to produce or design lingerie or any other related goods under the Trademark. This



right remains exclusively with the Licensor, Rigby & Peller Ltd and any third party designated by them.

Without limiting the generality of the foregoing, the Licence shall include the right for the Licensee to produce representations of the Trademark or to authorize other entities to produce representations of the Trademark solely in connection with the Licensee's business related to premium lingerie retail stores and the promotion thereof as provided above.

The Licensor retains the right to specify, from time to time, the format in which the Licensee shall use and display the Trademark, and the Licensee shall only use or display the Trademark in a format approved by the Licensor.

Notwithstanding the licence granted herein and any of the provisions hereof, no rights or licence are granted to the Licensee with respect to any other trademark, service mark, and/or trade name of the Licensor that are not listed in Annex I hereto.

- 1.2. Without the prior written approval of the Licensor, the Licensee is not authorised to use the Trademark in connection with any business activity that is unrelated to its business of running premium lingerie retail stores in the Territory.
- 1.3. In order to protect and preserve the Licensor's rights in the Trademark, the Licensee understands, acknowledges, and agrees that
 - (a) prior to the first date of the Licensee's use of the Trademark in connection with its business, the Licensee shall obtain the Licensor's approval of all aspects of such use; and
 - (b) once the Licensee's use of the Trademark in connection with its business is so approved by the Licensor, any subsequent alteration, modification, or change to such use must be reviewed and approved by the Licensor prior to the implementation of such an alteration, modification, or change.

Article 2 – Obligations of the Licensee

CONFIDENTIAL - REDACTED

CONFIDENTIAL - REDACTED

Article 5 – Duration

- 5.1. The initial duration of this Agreement shall be as from September 15, 2015 till September 14, 2016.
- 5.2. It shall be renewed for consecutive periods of 1 year unless terminated by one party providing written notice to the other party one month prior to the renewal of this agreement.

CONFIDENTIAL - REDACTED

CONFIDENTIAL - REDACTED

Article 15 – Applicable Law and Jurisdiction

- 15.1. All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be governed by and construed in accordance with Belgian law, excluding the Act of December 19, 2005 “regarding the pre-contractual information in commercial cooperation agreements”. No effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), that would cause the laws of any other jurisdiction to be applicable.
- 15.2. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be finally settled by the courts of Ghent, Belgium.

Executed in Belgium, on September 10, 2015, in 2 original copies, each party acknowledging receipt of one and one copy for registration purposes.

FOR AND ON BEHALF OF THE LICENSOR

Dirk De Vos

EBV SA 4F, vast vertegenwoordigd door Ignace Van Doorselaere

Handwritten initials and a small number '6'.

FOR AND ON BEHALF OF THE LICENSEE

Lode Van Laere



LIST OF ANNEXES

Annex I. Trademark

Annex II. Territory



Annex I. Trademark

Handwritten signature or initials

Annex II. Territory

- United States of America

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Rigby & Peller Ltd - Registered US trade marks

Report prepared by MATHYS & SQUIRE

Image	Mark Country	Application No. Application Date	Registration No. Registration Date	Status Next Renewal due*	Our Ref
	RIGBY & PELLER United States of America Goods & services:	77863843 21/10/2009	3869367 02/11/2010	Registered 02/11/2020	T7670US-1
	RIGBY & PELLER United States of America Goods & services:	79104795 30/08/2011	4229388 23/10/2012	Registered	T7670MDP-US

Class: 25

Footwear and headwear; ladies underwear; brassieres; camisoles; slips; briefs; foundation garments; corselets; girdles and suspender belts; nightdresses; negligees; pajamas; housecoats; dressing gowns or robes; ladies swimwear; swimsuits; bikinis, pareos and sarongs; unlined jackets and unlined skirts.

Class: 35

For the bringing together, for the benefit of others, of a variety of underwear and other articles of clothing, footwear and headgear enabling customers to conveniently view and purchase those goods in a retail store or online; presentation of underwear and other articles of clothing, footwear and headgear on communication media, namely, advertising and marketing services in the field of underwear, clothing, footwear and headgear provided by means of social media web sites, search engine marketing, internet banner advertising, mobile marketing, and blogging; advisory services to consumers regarding the selection of underwear and other articles of clothing, footwear and headgear to be purchased; retail store and online retail store services relating to underwear and other articles of clothing, footwear and headgear.

Rigby & Peller Ltd - Registered US trade marks

Report prepared by MATHYS & SQUIRE

Image	Mark Country	Application No. Application Date	Registration No. Registration Date	Status Next Renewal due*	Our Ref
	RIGBY & PELLER United States of America Goods & services:	79/124546 14/02/2012	4441943 03/12/2013	Registered	T7670MDP-1-US

Class: 41

Education services, namely, providing classes, seminars and workshops in the field of women's clothing and lingerie; arranging and organisation of beauty contests involving women's clothing and lingerie, in class 41.

Class: 42

Quality control for others, namely, quality control and testing of women's clothing and lingerie; packaging design for women's clothing and lingerie; dress designing; fashion design consulting services, namely, women's clothing and lingerie design; conversion of data or documents relating to women's clothing and lingerie from physical to electronic media, in class 42.

Class: 45

Fashion consulting services, namely, consulting on women's clothing and lingerie; personal fashion consulting services, namely, providing personalized information on women's clothing and lingerie; personal wardrobe styling services, namely, bra fitting for fashion purposes; personal wardrobe styling services, namely, lingerie fitting for fashion purposes, not including tailoring; rental of women's clothing and lingerie; licensing intellectual property, in class 45.

Please Note: Renewal due dates in countries with a time zone of GMT +05:00 or greater will appear one day earlier than the actual due date in that country to compensate for time differences when sending instructions. If instructions are received after close of business on the date indicated, surcharges may be incurred.

Rigby & Peller Ltd - Pending US trade marks

Report prepared by MATHYS & SQUIRE

Image	Mark	Application No.	Registration No.	Status	Our Ref
	Country	Application Date	Registration Date	Next Renewal due*	
	RIGBY & PELLER LINGERIE STYLISTS LONDON				T13121US
	(Stylised Word) - Horizontal				
	United States of	86/604429		Pending	
	America	21/04/2015			
	Goods & services:				


Class: 25
Footwear and headwear; ladies underwear, brassieres, camisoles, slips, briefs, foundation garments, corselets, girdles and suspender belts; nightdresses, negligees, pyjamas, housecoats, dressing gowns or robes; ladies swimwear, swimsuits, bikinis, pareos and sarongs; unlined jackets and unlined skirts.

Class: 35
The bringing together, for the benefit of others, of a variety of underwear and other articles of clothing, footwear and headgear enabling customers to conveniently view and purchase those goods in a retail store or online; presentation of underwear and other articles of clothing, footwear and headgear on communication media, namely, advertising and marketing services in the field of underwear, clothing, footwear and headgear provided by means of social media web sites, search engine marketing, internet banner advertising, mobile marketing, and blogging; advisory services to consumers regarding the selection of underwear and other articles of clothing, footwear and headgear to be purchased; retail store and online retail store services relating to underwear and other articles of clothing, footwear and headgear.

Class: 41
Education services, namely, providing classes, seminars and workshops in the field of women's clothing and lingerie; arranging and organisation of beauty contests involving women's clothing and lingerie.

Class: 42
Quality control for others, namely, quality control and testing of women's clothing and lingerie; packaging design for women's clothing and lingerie; dress designing; fashion design consulting services, namely, women's clothing and lingerie design; conversion of data or documents relating to women's clothing and lingerie from physical to electronic media.

Class: 45
Fashion consulting services, namely, consulting on women's clothing and lingerie; personal fashion consulting services, namely, providing personalized information on women's clothing and lingerie; personal wardrobe styling services, namely, bra fitting for fashion purposes; personal wardrobe styling services, namely, lingerie fitting for fashion purposes, not including tailoring; rental of women's clothing and lingerie; licensing intellectual property.

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Rigby & Peller Ltd - Pending US trade marks

Report prepared by MATHYS & SQUIRE

Image	Mark	Country	Application No.	Registration No.	Status	Our Ref
	RIGBY PELLER	United States of America	88/604405 21/04/2015			T13120US
	RIGBY & PELLER LINGERIE STYLISTS LONDON (Stylised Word) - Vertical				Next Renewal due*	
	Goods & services:				Awaiting filing receipt	

Class: 25

Footwear and headwear, ladies underwear, brassieres, camisoles, slips, briefs, foundation garments, corsetlets, girdles and suspender belts; nightdresses, negligees, pyjamas, housecoats, dressing gowns or robes; ladies swimwear, swimsuits, bikinis, pareos and sarongs; unlined jackets and unlined skirts.

Class: 35

The bringing together, for the benefit of others, of a variety of underwear and other articles of clothing, footwear and headgear enabling customers to conveniently view and purchase those goods in a retail store or online; presentation of underwear and other articles of clothing, footwear and headgear on communication media, namely, advertising and marketing services in the field of underwear, clothing, footwear and headgear provided by means of social media web sites, search engine marketing, internet banner advertising, mobile marketing, and blogging; advisory services to consumers regarding the selection of underwear and other articles of clothing, footwear and headgear to be purchased; retail store and online retail store services relating to underwear and other articles of clothing, footwear and headgear.

Class: 41

Education services, namely, providing classes, seminars and workshops in the field of women's clothing and lingerie; arranging and organisation of beauty contests involving women's clothing and lingerie.

Class: 42

Quality control for others, namely, quality control and testing of women's clothing and lingerie; packaging design for women's clothing and lingerie; dress designing; fashion design consulting services, namely, women's clothing and lingerie design; conversion of data or documents relating to women's clothing and lingerie from physical to electronic media.

Class: 45

Fashion consulting services, namely, consulting on women's clothing and lingerie; personal fashion consulting services, namely, providing personalized information on women's clothing and lingerie; personal wardrobe styling services, namely, bra fitting for fashion purposes; personal wardrobe styling services, namely, lingerie fitting for fashion purposes; not including tailoring; rental of women's clothing and lingerie; licensing intellectual property.

Please Note: Renewal due dates in countries with a time zone of GMT +05:00 or greater will appear one day earlier than the actual due date in that country to compensate for time differences when sending instructions. If instructions are received after close of business on the date indicated, surcharges may be incurred.