

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389164

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fashion One Television Limited | | 06/24/2016 | Limited Liability Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Fashion One LLC | | |
| Street Address: | 246 West Broadway | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4771636 | FASHION ONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | (212) 796 4309 | | |
| Email: | rp@mortonassociates.com | | |
| Correspondent Name: | Roman A. Popov, Esq. | | |
| Address Line 1: | 246 West Broadway, 4th Floor | | |
| Address Line 4: | New York, NEW YORK 10013 | | |
| NAME OF SUBMITTER: | Roman A. Popov | | |
| SIGNATURE: | /s/ Roman A. Popov | | |
| DATE SIGNED: | 06/24/2016 | | |
| Total Attachments: 4 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (hereinafter the "Agreement") is entered into on this 24th day of June, 2016 (the "Effective Date") by and between Fashion One Television Limited, a limited liability company duly organized and existing under the laws of the United Kingdom, having its principal place of business at 207 Regent Street, 3rd Floor, London W1B 3HH, United Kingdom ("Assignor"), and Fashion One LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, having its principal place of business at 246 West Broadway, New York, NY 10013 ("Assignee") (collectively the "Parties").

RECITALS

WHEREAS, Assignor owns the entire right, title and interest in and to United States Patent and Trademark Office ("USPTO") Registration No. 4,771,636 (the "Registration"), for the standard character mark FASHION ONE (the "Trademark"), registered on July 14, 2015 for use in connection with the following goods: "mineral and aerated waters and other non-alcoholic drinks, namely, carbonated soft drinks; fruit drinks and fruit juices" in International Class 32, and "alcoholic beverages except beers" in International Class 33; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Trademark, together with all the goodwill of the business symbolized thereby,

WHEREAS, Assignor desires to assign all such right, title and interest in and to the Trademark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, warranties and covenants of this Agreement, the receipt and sufficiency of which is hereby acknowledged and the above recitals, which are incorporated in the operative terms of this Agreement by reference, the Parties agree as follows:

1. In consideration of \$1.00 USD Assignor hereby conveys, assigns, transfers, delivers and contributes to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest, of whatever kind, in and to the Trademark, together with:
 - (i) The goodwill of the business relating to the products and services upon which the Trademark is used and for which it is registered; and
 - (ii) All income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and

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(iii) All rights to commence legal proceedings for past, present and future infringements or misappropriations of the Trademark.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Mark; and

(ii) The Registration for the Trademark is currently valid and subsisting in full force and effect; and

(iii) Assignor has not licensed the Mark to any other person or entity, or granted, either expressly or impliedly, any rights with respect to the Trademark to any other person or entity; and

(iv) There are no liens or security interests against the Trademark; and

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor agrees that it will execute all documents, papers, forms and authorization and take all other actions that may be reasonably necessary for securing, completing, or vesting in Assignee full right, title and interest in the Trademark.

4. Assignee is authorized and granted power of attorney to enforce all rights associated with the ownership of the Trademark, including, but not limited to, the renewal of the mark upon expiration, defending the mark against any proceedings brought against it, filing of declaratory actions in the case of challenges to the validity of the mark, the granting of subordinated powers of attorney to legal representatives, and the commencement of legal proceedings against infringers to police the mark (inclusive of UDRP actions against potentially infringing domain registrants) on behalf of the Assignor, until the assignment of the mark is duly recorded at the USPTO, provided that Assignee bears all legal expenses incurred in connection with such actions.

5. Upon receiving the ownership rights to any Domain Name as a result of the Assignee's efforts on behalf of the Assignor, within three (3) business days, Assignor shall take all

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action and execute all documents as may reasonably be necessary to effectuate the transfer of the Domain Name to the Assignee. The Domain Name will be deemed transferred once (i) the Assignee's Registrar has confirmed the transfer in accordance with its procedures, (ii) the applicable WHOIS database identifies Assignee as the Registrant of the Domain Name and (iii) the Assignee has full administrative and technical control over the Domain Name.

6. In case the recordal cannot be effected within a reasonable timeframe, Assignee shall be authorized to appoint new counsel on record with the USPTO on behalf of Assignor to ensure prompt responses to all office actions.
7. The Parties appoint Roman A. Popov, Esq. as attorney with the special power to record this Agreement with the USPTO.
8. After the Effective Date, Assignor agrees to make no further use of the Trademark, or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and Assignor agrees not to challenge Assignee's use or ownership, or the validity, of the Trademark.
9. Any modification, amendment, supplement or waiver of this Agreement must be in writing signed by a duly authorized representative of each party hereto to be binding upon either party.
10. The terms and conditions of this Agreement shall inure to the benefit of, and be binding and enforceable against, each party's agents, successors, licensees, assignees and other present and future parties in interest.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
12. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of the State of New York. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

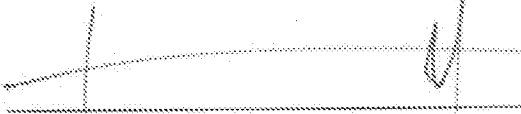
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13. If any one or more clauses of this Agreement be later held invalid or unenforceable, the validity of the remaining clauses shall not be affected, and the Parties shall replace by mutual agreement any such clause held invalid or unenforceable.
14. This Agreement encompasses the entire agreement and understanding between the Parties hereto, and supersedes any and all prior understandings or agreements, whether written or oral.

IN WITNESS whereof the parties hereto have duly executed this assignment by their authorized representatives on the dates set forth below.

ASSIGNOR



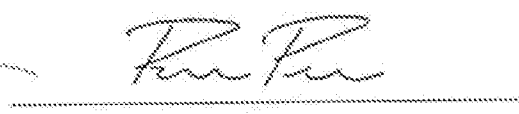
Name: Jonathan G. Morton, Esq.

Title: General Counsel

Company: Fashion One Television Limited

Date: June 24, 2016

ASSIGNEE



Name: Roman A. Popov, Esq.

Title: Counsel

Company: Fashion One LLC

Date: June 24, 2016

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