

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551566

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Van De Velde NV		05/17/2019	Company: BELGIUM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intimacy Management Company LLC		
<b>Street Address:</b>	171 Madison Avenue		
<b>Internal Address:</b>	Suite 201		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3869367	RIGBY & PELLER	
<b>Registration Number:</b>	5229268	RIGBY & PELLER LINGERIE STYLISTS LONDON	
<b>Registration Number:</b>	5228628	RIGBY & PELLER LINGERIE STYLISTS LONDON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023448300		
	<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>Phone:</b>	2023444976		
<b>Email:</b>	trademarkdocket@venable.com, rliebowitz@venable.com, cmitros@venable.com, pj miles@venable.com		
<b>Correspondent Name:</b>	Rebecca Liebowitz		
<b>Address Line 1:</b>	P.O. Box 34385		
<b>Address Line 4:</b>	Washington, D.C. 20043-9998		
<b>ATTORNEY DOCKET NUMBER:</b>	31916-282045		
<b>NAME OF SUBMITTER:</b>	Catherine Mitros		
<b>SIGNATURE:</b>	/Catherine Mitros/		
<b>DATE SIGNED:</b>	12/02/2019		
<b>Total Attachments: 8</b>			
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## TRADEMARK LICENSE 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) Fenix BVBA, represented by Bruce Humphreys and (ii) Karel Verlinde GCV, represented by Karel Verlinde (the "Licensor")

**and**

**Intimacy Management Company LLC**, a Delaware limited liability company, having its office at 171, Madison Avenue, Suite 201, New York 10016, New York, United States, represented by Yan Aerts, President (the "Licensee").

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

**WHEREAS** the Licensor is the owner of the trademark Rigby & Peller as specified in Annex I to this Agreement (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 licence 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 December 28, 2018, 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 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 licences 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**

- 2.1. The Licensee shall exploit the Licence for the duration of this Agreement.
- 2.2. Every use of the Trademark by the Licensee shall incorporate, in an appropriate manner, an "R" enclosed by a circle<sup>1</sup> to the extent required by applicable laws.
- 2.3. The Licensee shall not at any time, whether during or after the duration of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate, any of the Licensor's rights in the Trademark or any registrations derived from such rights.
- 2.4. The Licensee shall assist the Licensor in registering this Agreement with the appropriate governmental authorities and/or trade mark registries, where such registration is required by law or regulation or where such registration is permitted or desired by the Licensor.
- 2.5. The Licensee agrees that it shall do nothing that is inconsistent with the Licensor's ownership of the Trademark and shall not make any claim adversely to the Licensor or assist any third party in attempting to make any claim adversely to the Licensor, with regards to such ownership. The Licensee agrees that it shall not challenge the title of the Licensor to the Trademark nor challenge the validity of this Agreement or the licences granted herein. Furthermore, the Licensee shall not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Trademark.
- 2.6. The Licensee agrees that it shall do nothing that is inconsistent with the brand image (premium lingerie retail) and good reputation of the Trademark or Licensor.

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<sup>1</sup> With the exclusion of the store logo

### **Article 3 – Indemnification by the Licensee**

The Licensee acknowledges and agrees that the Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to the Licensor, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with the Licensee's breach of this Agreement, misuse of the Trademark, or any other use of the Trademark by the Licensee which is not expressly permitted by this Agreement.

### **Article 4 – No Sale**

The Licensee acknowledges and agrees that the rights granted to the Licensee or obtained as a result of or in connection with this Agreement by the Licensee are licence rights only, and nothing contained in this Agreement constitutes or shall be construed as intending, nor shall be deemed or implied to be, a sale or an assignment of any or all of Licensor's rights in the Trademark.

### **Article 5 – Duration**

- 5.1. The initial duration of this Agreement shall be as from December 28, 2018 till December 28, 2019.
- 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.

### **Article 6 – Termination**

- 6.1. Notwithstanding article 5 of the present Agreement, the Licensor shall have the right at any time during the term of this Agreement, to terminate it forthwith by sending a written notice of termination to the Licensee specifying the reasons for the termination, if any of the following events occur:
  - (a) the Licensee materially breaches any of its obligations under this Agreement and, notwithstanding a written request from the Licensor to refrain from such a breach in the future and, if possible, to prevent such a breach or breaches from occurring in the future and to rectify the situation, fails to comply with such a request;
  - (b) a material change in the Licensee's management, business, assets or shareholding;
  - (c) the Licensee becomes insolvent or enters liquidation, a winding-up petition has been filed and is not discharged within 10 days, or the Licensee has been declared insolvent or has entered into a composition or arrangement with its creditors.
- 6.2. At any time during the period of validity of this Agreement, the Licensee shall have the right to terminate it forthwith by sending a written notice to this effect to the Licensor, specifying the reasons for the termination, if any of the following events occur:
  - (a) the Licensor materially breaches any of its obligations under this Agreement notwithstanding a written request from the Licensee to refrain from such a breach, and, if possible, to prevent such a breach or breaches from occurring in the future and to rectify the situation, and the Licensor fails to comply with such a request;
  - (b) all of the Trademarks are invalidated for any reason.
- 6.3. Termination of this Agreement pursuant to the present article shall, with immediate effect, terminate all rights and licences granted by the Licensor to the Licensee under article 1, above.

### **Article 7 – Royalties**

7.1. [REDACTED]

- 7.2. Each party shall provide assistance to the other so as to enable it to comply with all tax-related obligations and formalities.

#### **Article 8 – Infringement of the Trademark**

- 8.1. The Licensee shall take all reasonable steps to prevent infringement of the Trademark on the Territory for which the Licence is granted.
- 8.2. The Licensee shall immediately report in full to the Licensor any infringement of the Trademark that comes to the Licensee's attention.
- 8.3. Insofar as such an infringement also violates the rights granted to the Licensee under this Agreement, the Licensor may, if the Licensee so requests, take legal action against such infringement.

#### **Article 9 – Validity of the Trademark**

The Licensee hereby recognises the validity of the Trademark and shall refrain, for the duration of this Agreement, from denying, challenging or attacking such validity and from assisting any other party in denying, challenging or attacking such validity by furnishing information or advice or otherwise.

#### **Article 10 – Quality Control**

The Licensee shall manufacture, distribute, provide and/or sell the Licensed Goods/Services in strict compliance with the standards, specifications, and/or production methods and processes provided to the Licensee by the Licensor from time to time during the term of this Agreement, and shall not vary such standards, specifications, methods or processes without the prior written consent of the Licensor.

#### **Article 11 – Inspection of Accounts**

- 11.1. The Licensor, at its own expense, has the right to have the Licensee's books, accounts, invoices, receipts and other administrative data inspected by such (objective) persons as the Licensor shall determine (preferably auditors), who shall be approved by the Licensee (and such approval cannot be unreasonably withheld), so as to verify compliance by the Licensee with the terms and conditions of this Agreement.
- 11.2. The Licensee shall render all necessary assistance and cooperation to facilitate such inspection and shall make available to the Licensor's representatives all relevant books, accounts, invoices, receipts and other administrative data.

#### **Article 12 – Transfer and Assignment**

- 12.1. The Licensee is not entitled to assign, pledge or otherwise dispose of its rights or obligations under this Agreement to a third party without the prior written consent of the Licensor.
- 12.2. If the Licensee transfers its entire business (or any part thereof) to a third party, the rights and/or obligations of the Licensee under this Agreement shall not pass to such third party without the prior written consent of the Licensor.

### **Article 13 – Sub-licences**

The Licensee is not authorised to grant sub-licences to any party other than its 100% subsidiaries.

### **Article 14 – Miscellaneous Provisions**

- 14.1. This Agreement and its Annexes contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.
- 14.2. Any amendments to this Agreement, as well as any additions or deletions, must be agreed in writing by both the Parties.
- 14.3. Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s). Neither party shall be liable for failure to perform under this Agreement (except for the payment of any amounts due herein) if such failure is due to causes beyond its reasonable control, such as, but not limited to, fire, flood, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, blockades, legal restrictions, riots, insurrections, governmental regulations or the unavailability of means of transport.
- 14.4. Any failure or delay by a party in exercising any right under this Agreement, any single or partial exercise of any right under this Agreement or any partial reaction or absence of reaction by a party in the event of a violation by the other party of one or more provisions of this Agreement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of that party's rights under this Agreement or under the said provision(s), nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by a party, this waiver cannot be invoked by the other party in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.
- 14.5. Each party shall bear its own costs (including lawyers' fees, costs and expenses) for the preparation and negotiation of this Agreement.
- 14.6. This Agreement is executed in separate copies, each of which is deemed an original and all of which taken together constitute one and the same agreement. Translations into any language other than English may be made but are for the sake of convenience only, even when executed by one or both Parties.

### **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-

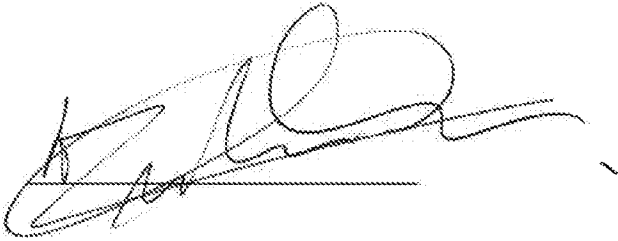
of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), that would cause the laws of any other jurisdiction to be applicable.

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.

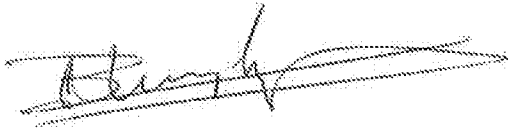
Executed in Belgium, on May 17th, 2019, in 3 original copies, each party acknowledging receipt of one and one copy for registration purposes.

FOR AND ON BEHALF OF THE LICENSOR

Karel Verlinde GCV represented by Karel Verlinde, CFO

A handwritten signature in black ink, appearing to be 'K. Verlinde', written over a horizontal line.

Fenix BVBA represented by Bruce Humphreys, HR Director

A handwritten signature in black ink, appearing to be 'B. Humphreys', written over a horizontal line.

FOR AND ON BEHALF OF THE LICENSEE

Yan Aerts, President

A handwritten signature in black ink, appearing to be 'Y. Aerts', written over a horizontal line.

**LIST OF ANNEXES**

Annex I. Trademark  
Annex II. Territory



**Annex I. Trademark**

Country	Trade mark	No.	App. Date	Reg. Date	Classes
United States of America (Madrid Protocol)	RIGBY & PELLER	5440522	30 March 2017	10 April 2018	25, 35
United States of America (Madrid Protocol)	RIGBY & PELLER	4228388	30 August 2011	23 October 2012	35
United States of America (Madrid Protocol)	RIGBY & PELLER	4441943	14 February 2012	3 December 2013	41, 42, 45
United States of America	RIGBY & PELLER	3869367	21 October 2009	2 November 2010	25
United States of America	RIGBY & PELLER	5229268	21 April 2015	20 June 2017	35, 45
United States of America	RIGBY & PELLER	5228628	21 April 2015	20 June 2017	25, 35
International Registration designation European Union and USA	LINGERIE STYLING RIGBY & PELLER	1405665	29 March 2017	30 April 2019	9, 25, 45

