

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
Arcadia Group Brands Limited		12/05/2012	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Top Shop/Top Man Limited
Street Address:	Colegrave House, 70 Berners Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1T 3NL
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	85205820	DRESS UP TOPSHOP
Serial Number:	78631863	TOP SHOP
Serial Number:	78631860	TOP SHOP
Serial Number:	85332361	TOPMAN
Serial Number:	85265793	TOPSHOP SPACE
Serial Number:	85265790	TOPSHOP SPACE MAKE IT YOUR OWN
Registration Number:	3702942	CORY
Registration Number:	4103971	EMERGE
Registration Number:	3673939	FREEDOM AT TOPSHOP
Registration Number:	3684924	LENS
Registration Number:	3555999	M
Registration Number:	3761662	MARTHA
Registration Number:	3195789	MOTO
Registration Number:	3610946	MOTO

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Registration Number:	3288834	TM DESIGN
Registration Number:	3491248	TOP BOY
Registration Number:	3298013	TOP MAN
Registration Number:	3260750	TOP MAN
Registration Number:	3810903	TOP SHOP
Registration Number:	3524207	TOP SHOP
Registration Number:	3524208	TOP SHOP
Registration Number:	3491249	TOPBOY
Registration Number:	3323778	TOPGIRL
Registration Number:	3512414	TOPMAN
Registration Number:	3609997	TOPMAN
Registration Number:	3492560	TOPMAN
Registration Number:	3492561	TOPMAN
Registration Number:	3499038	TOPMAN
Registration Number:	3706194	TOPMAN
Registration Number:	3661798	TOPMAN DESIGN
Registration Number:	3552730	TOPSHOP
Registration Number:	3655345	TOPSHOP
Registration Number:	3237860	TOPSHOP
Registration Number:	3807075	T'S BY TOPSHOP

CORRESPONDENCE DATA

Fax Number: 2128945765
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-940-6365
Email: bret.danow@kattenlaw.com
Correspondent Name: Bret J. Danow
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 333842-00001

DOMESTIC REPRESENTATIVE

Name: Bret J. Danow
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Bret J. Danow

/s/

Date:

12/19/2012

Total Attachments: 6

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Dated 5 December 2012

ARCADIA GROUP BRANDS LIMITED
and
TOP SHOP/TOP MAN LIMITED

Deed of Assignment – US Trade Marks

Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222

Ref L-208422

EXECUTION VERSION

THIS DEED is dated *5 December* 2012 and is made BETWEEN:

- (1) **Arcadia Group Brands Limited**, a company incorporated in England and Wales with company number 01016191 whose registered office is at Colegrave House, 70 Berners Street, London, W1T 3NL (the "Assignor"); and
- (2) **Top Shop/Top Man Limited**, a company incorporated in England and Wales with company number 02317752 whose registered office is at Colegrave House, 70 Berners Street, London, W1T 3NL (the "Assignee").

WHEREAS

- (A) The Assignor and the Assignee entered into a business sale agreement dated 29 October 2012 under the terms of which the Assignor agreed to sell to the Assignee, and the Assignee agree to purchase, the Top Shop/Top Man business as carried on by the Assignor which includes that part of the Assignor's business to which the Trade Marks pertain (the "Business Sale Agreement").
- (B) The Assignor is the registered proprietor of the Trade Marks (as defined below).
- (C) The Assignor and the Assignee have agreed to enter into this Deed to give effect to the transfer and assignment of the Trade Marks in accordance with the Business Sale Agreement.

THIS DEED WITNESSES as follows:

1 Interpretation

In this Deed, unless the context otherwise requires, the provisions in this Clause 1 apply

1.1 Definitions

"Trade Marks" means the US trade mark registrations and applications listed in the schedule to this Deed.

1.2 The headings to the clauses are for convenience only and have no legal effect.

2 Assignment

2.1 The Assignor hereby assigns to the Assignee such right, title and interest as it holds in the Trade Marks, and the goodwill attaching to and symbolised by the Trade Marks, including the goodwill of the Assignor's business in respect of which the Trade Marks relate, including:

2.1.1 the entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks, and

2.1.2 the right to bring or defend proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement or other cause of action arising from ownership of any of the Trade Marks, whether occurring before, on or after the date of this Deed.

3 Further Assurance

The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all other things which may reasonably be necessary for giving the Assignee the full benefit of all the provisions of this Deed.

4 Representations and warranties

The Assignor does not make, nor shall it be deemed to have made to the Assignee, any express or implied representation or warranty with respect to any of the Trade Marks.

5 Counterparts

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The parties may enter into this Deed by signing any such counterpart.

6 Law and Jurisdiction

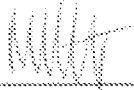
This Deed shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to its choice of laws principles. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with this Deed. THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS DEED.

EXECUTION VERSION

IN WITNESS WHEREOF this Deed has been executed as a Deed and delivered on the date first stated above

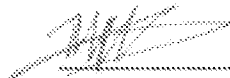
Signed as a deed by
ARCADIA GROUP BRANDS
LIMITED acting by a director
in the presence of

}

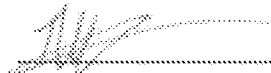

Name: Mary Geraghty
Director

Signed as a deed by TOP
SHOP/TOP MAN LIMITED
acting by a director, in the
presence of

}

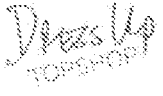

Name, address and
occupation: Rajal Patel,
Linklaters LLP, 1 Silk Street, London
EC2Y 8HQ, France
Solicitor


Name: Richard Burchill
Director


Name, address and
occupation: Rajal Patel,
Linklaters LLP, 1 Silk Street,
London EC2Y 8HQ, France
Solicitor.



Schedule – US Trade Marks

US Trade Mark Applications

Trade Mark	USPTO Application Number	Priority	Class(es)
DRESS UP TOPSHOP stylised 	85/205820	AGBL	25
TOP SHOP	78631863	AGBL	9, 18 and 35
TOP SHOP	78631860	AGBL	35
TOPMAN	85/332361	AGBL	3
TOPSHOP SPACE (stylised) TOPSHOPSPACE	85/265793	AGBL	11, 20, 24 and 27
TOPSHOP SPACE MAKE IT YOUR OWN (stylised) TOPSHOPSPACE <small>MAKE IT YOUR OWN</small>	85/265790	AGBL	11, 20, 21, 24 and 27

Registered US Trade Marks

Trade Mark	USPTO Registration Number	Priority	Class(es)
CORY	3702942	AGBL	25
EMERGE	4103971	AGBL	25 and 35
FREEDOM AT TOPSHOP	3673939	AGBL	14 and 25
LENS	3884924	AGBL	25 and 35
M DESIGN and device	3555989	AGBL	18 and 25

Trade Mark	USPTO Registration Number	Country	Class(es)
			
MARTHA	3781662	AGBL	25
MOTO	3185788	AGBL	25
MOTO stylised 	3810946	AGBL	18 and 25
TM DESIGN	3285834	AGBL	25
TOP BOY	3481248	AGBL	25
TOP MAN	3288013	AGBL	25
TOP MAN	3280750	AGBL	35
TOP SHOP	3810903	AGBL	25
TOP SHOP	3524207	AGBL	9
TOP SHOP	3524208	AGBL	14
TOPBOY	3481249	AGBL	25
TOPGIRL	3323778	AGBL	25
TOPMAN	3512414	AGBL	25
TOPMAN	3808997	AGBL	14
TOPMAN	3482580	AGBL	35
TOPMAN	3482581	AGBL	18
TOPMAN	3489038	AGBL	25
TOPMAN	3706194	AGBL	35
TOPMAN DESIGN	3881798	AGBL	25
TOPSHOP	1046913	AGBL	3
TOPSHOP	3552730	AGBL	18
TOPSHOP	3655345	AGBL	18
TOPSHOP	3237860	AGBL	25
T'S BY TOPSHOP	3897075	AGBL	25