

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM434709

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900408528
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST		03/08/2017	National Association: UNITED STATES
PNC BANK, NATIONAL ASSOCIATION, AS AGENT		03/08/2017	Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	JomaShop, Inc.
<b>Street Address:</b>	140 58th Street
<b>Internal Address:</b>	Suite 3B
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11220
<b>Entity Type:</b>	Corporation: NEW YORK

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85276214	
<b>Serial Number:</b>	85169383	
<b>Serial Number:</b>	78874996	YOUR PERSONAL BARGAIN HUNTER
<b>Serial Number:</b>	85013091	VENETIAN GOLD
<b>Serial Number:</b>	85196766	THESAMPLESALE.COM
<b>Serial Number:</b>	77247860	THE WORLD RUNS ON LUCIEN PICCARD TIME
<b>Serial Number:</b>	78133572	THE WATCHERY
<b>Serial Number:</b>	85801783	THE GENERAL
<b>Serial Number:</b>	85112172	THE BARGAIN ALERT!
<b>Serial Number:</b>	78218161	SWISS WATCH INTERNATIONAL
<b>Serial Number:</b>	78364789	SWISS LEGEND
<b>Serial Number:</b>	78076842	SWI
<b>Serial Number:</b>	85196789	STRESS-FREE PAYMENT
<b>Serial Number:</b>	78919555	STRATOSPHERE

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	76091529	SMARTBARGAINS.COM
Serial Number:	78921803	SMARTBARGAINS.COM
Serial Number:	76061930	SMARTBARGAINS
Serial Number:	85457460	SAPPHITEK
Serial Number:	85047926	REDLINE
Serial Number:	76613566	NEVER PAY RETAIL
Serial Number:	85200632	NEPTUNE
Serial Number:	78226763	MILITAIRE
Serial Number:	78400369	MAGICO
Serial Number:	76218569	LUCIEN PICCARD
Serial Number:	77888251	LUCIEN PICCARD
Serial Number:	77883656	LUCIEN PICCARD
Serial Number:	78812455	LP ITALY
Serial Number:	76218596	LP
Serial Number:	73362076	LEGENDS
Serial Number:	85458665	LEGEND
Serial Number:	85548832	L E G E N D
Serial Number:	72147395	DUFONTE
Serial Number:	77923306	CW
Serial Number:	77854201	CABOCHON
Serial Number:	85774414	BEN & SONS
Serial Number:	85777786	B BEN & SONS
Serial Number:	76218570	ARNEX
Serial Number:	85482731	A_LINE

**CORRESPONDENCE DATA**

**Fax Number:** 2123200248

*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.*

**Phone:** 888-858-0340

**Email:** moshe@lapinlegal.com

**Correspondent Name:** Moshe D. Lapin

**Address Line 1:** 300 E. Lombard St.

**Address Line 2:** Suite 840

**Address Line 4:** Baltimore, MARYLAND 21202

**NAME OF SUBMITTER:** Moshe D. Lapin

**SIGNATURE:** /MDL/

**DATE SIGNED:** 07/12/2017

**Total Attachments: 16**

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**TRADEMARK ASSIGNMENT AGREEMENT**

(Domestic)

This Trademark Assignment Agreement (“Assignment”) is entered into as of March 8, 2017, by and between Wilmington Trust, National Association, with an address at 50 South Sixth Street, Suite 1290 Minneapolis, MN 55402, in its capacity as agent for secured creditors (in such capacity, “Assignor”), conducting a foreclosure by private secured party sale pursuant to Section 9-610 *et seq.* of the UCC (as defined below) of Swiss Watch International, Inc., a Delaware corporation (the “Borrower”), and JomaShop, Inc., a corporation organized and operating under the laws of the State of New York and having a place of business located at 140 58<sup>th</sup> Street, Suite 3B, Brooklyn, New York 11220 (the “Assignee”). Together, Assignor and Assignee may be referred to as the “Parties” or individually as a “Party”.

**RECITALS**

**WHEREAS**, Assignor and Borrower are parties to that certain Term Loan Credit and Security Agreement, dated as of November 8, 2012 (as amended and otherwise modified from time to time, the “Loan Agreement”);

**WHEREAS**, pursuant to the Loan Agreement, Borrower granted to Assignor liens on and security interests in certain of Borrower’s personal property more particularly described therein (the “Collateral”) to secure its obligations thereunder;

**WHEREAS**, the Collateral includes the trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof, including those trademark applications and registrations for the marks set forth on **Exhibit A** attached hereto (the “Marks”), together with the goodwill associated with the foregoing;

**WHEREAS**, Assignor’s security interest in the Collateral that can be perfected by the filing of a UCC-1 financing statement (including, without limitation, the Marks and the goodwill associated with the foregoing) was perfected by Assignor’s filing of a UCC-1 financing statement on November 08, 2012 as file no. 20124320893 in the Delaware Department of State UCC Filing Section;

**WHEREAS**, Borrower defaulted under the terms of the Loan Agreement;

**WHEREAS**, as a result of Borrower’s defaults under the terms of the Loan Agreement and pursuant to that certain Secured Party Sale Agreement (the “Sale Agreement”), dated as of the date hereof, between Assignor, Assignee and the other parties thereto, Assignor by private secured party sale contemporaneously foreclosed on, *inter alia*, the Collateral constituting the Marks and the goodwill associated therewith pursuant to Section 9-610 *et seq.* of the Uniform Commercial Code in effect in the state of New York as of the date thereof (the “UCC”) and transferred title thereto to Assignee (as Assignor’s designee); and

**WHEREAS**, the Parties desire to enter into this Assignment to further evidence this purchase and assignment of such Marks, together with the goodwill associated with the foregoing, and to record this transaction with the U.S. Patent and Trademark Office and other foreign trademark offices or similar agencies or authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed as follows:

1. Upon the terms and subject to the conditions of the Sale Agreement, (a) Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee, its successors, assigns, and legal representatives, pursuant to Section 9-610 *et seq.* of the UCC, Borrower's right, title and interest in and to the Marks, including, but not limited to, the applications for and registrations thereof, together with the goodwill associated with the foregoing, free and clear of all Seller's Liens (as defined in the Sale Agreement), (b) Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks, and as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and (c) Assignor hereby agrees further that it will, at Assignee's expense, when requested, execute, deliver and acknowledge such further instruments of conveyance and do and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Marks.

2. This Assignment is subject to and includes by reference all terms and conditions of the Sale Agreement, including all of the representations, warranties, and covenants set forth in the Sale Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, or amend any such rights or obligations of the Parties hereto under the Sale Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the Sale Agreement, the terms and conditions of the Sale Agreement shall govern.

3. The laws of the State of New York shall govern the interpretation, validity, performance and enforcement of this Assignment. If any provision of this Assignment should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Assignment shall not be affected thereby. This Assignment may be executed in counterparts, and each such counterpart shall be deemed an original and all such counterparts shall constitute one and the same instrument. This Assignment may be executed by facsimile or other electronic signature, and any such signature shall be of the same force and effect as an original signature.

4. Except for the representations and warranties of Assignor specifically enumerated in Article III of the Sale Agreement, or which are specifically incorporated in Article III of the Sale Agreement by reference, Assignor makes no other representations or warranties. The Transferred Assets are conveyed free and clear of all Seller's Liens (as defined in the Sale Agreement), but otherwise are "As Is", "Where Is" and "With All Faults" as of the date hereof. BUYER ACKNOWLEDGES AND AGREES THAT (A) THERE IS NO WARRANTY FROM ASSIGNOR RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION; (B) THE SALE OF THE TRANSFERRED ASSETS HEREUNDER IS

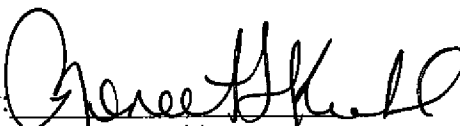
WITHOUT RECOURSE TO ASSIGNOR, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ASSIGNOR, AS TO ITEMS, CONDITION OR QUANTITY OF THE TRANSFERRED ASSETS OR ANY OTHER MATTERS WHATSOEVER; (C) ASSIGNOR MAKES NO REPRESENTATION AS TO THE VALUE, IF ANY, OF THE TRANSFERRED ASSETS BEING TRANSFERRED HEREBY; (D) ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE POSSIBLE INFRINGEMENT OF ANY TRADEMARKS, TRADE NAME OR PATENT ARISING OUT OF THE USE BY BUYER OF ANY OF THE TRANSFERRED ASSETS; (E) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ALL OR ANY PORTION OF THE TRANSFERRED ASSETS ARE MERCHANTABLE (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC) OR FIT FOR A PARTICULAR PURPOSE; (F) ASSIGNOR MAKES NO REPRESENTATION THAT THE TRANSFERRED ASSETS ARE BEING SOLD FREE AND CLEAR OF LIENS OTHER THAN THE SELLER'S LIENS (AS DEFINED IN THE SALE AGREEMENT); (G) ASSIGNOR MAKES NO REPRESENTATION AS TO THE BORROWER'S TITLE TO ANY OF THE TRANSFERRED ASSETS; AND (H) THE SOLE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR REGARDING THE TRANSFERRED ASSETS ARE THOSE SPECIFICALLY PROVIDED IN, AND THOSE SPECIFICALLY INCORPORATED BY REFERENCE IN, ARTICLE III OF THE SALE AGREEMENT. Assignor represents, and Assignee acknowledges, that Seller cannot transfer or convey title to property that the Borrower does not own or that is not subject to the liens created pursuant to the Loan Agreement.

*[The remainder of this page is intentionally left blank; signature pages follow.]*

**IN WITNESS WHEREOF**, the Parties have executed this Assignment as of the date set forth above.

**ASSIGNOR:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION** (in its capacity as agent for secured creditors)

By: 

Name: Renee Kuhl

Title: Its Duly Authorized Signatory

ASSIGNEE:

JOMASHOP, INC.

By: 

Name: MARVIN D. STERNBERG

Title: PRESIDENT





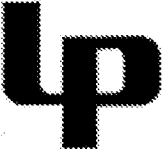
**EXHIBIT A**

**Swiss Watch International, Inc.  
(Delaware Corporation)**


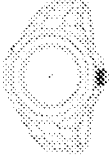
**U.S. Trademarks**

**Trademark Registrations**

<b>Mark/Name</b>	<b>App. No./Reg. No.</b>	<b>Application Date</b>	<b>Registration Date</b>
<u>A LINE</u>	RN: 4146789 SN: 85482731	November 29, 2011	May 22, 2012
<u>ARNEX and Design</u> 	RN: 2510302 SN: 76218570	February 28, 2001	November 20, 2001
<u>B BEN &amp; SONS and Design</u> 	RN: 4621711 SN: 85777786	November 13, 2012	October 14, 2014
<u>BEN &amp; SONS</u>	RN: 4621706 SN: 85774414	November 8, 2012	October 14, 2014
<u>CABOCHON</u>	RN: 3819921 SN: 77854201	October 21, 2009	July 13, 2010
<u>CW</u>	RN: 4000356 SN: 77923306	January 29, 2010	July 26, 2011
<u>DUFONTE</u>	RN: 746214 SN: 72147395	June 21, 1962	March 5, 1963
<u>IVORY TRUNK TIME SENSITIVE MEMBER EXCLUSIVE SAVINGS ON THE FINEST BRANDS and Design</u> 	RN: 3853585 SN: 77960978	March 17, 2010	September 28, 2010

Mark/Name	App. No./Reg. No.	Application Date	Registration Date
<u>LEGEND and Design</u> 	RN: 4951524 SN: 85548832	February 21, 2012	May 3, 2016
<u>LEGEND</u>	RN: 4913910 SN: 85458665	October 28, 2011	March 8, 2016
<u>LEGENDS</u>	RN: 1229612 SN: 73362076	April 29, 1982	March 8, 1983
<u>LP (Stylized)</u> 	RN: 2510303 SN: 76218596	February 28, 2001	November 20, 2001
<u>LP ITALY</u>	RN: 3987811 SN: 78812455	February 10, 2006	July 5, 2011
<u>LUCIEN PICCARD</u>	RN: 4006877 SN: 77883656	December 1, 2009	August 2, 2011
<u>LUCIEN PICCARD</u>	RN: 4003210 SN: 77888251	December 8, 2009	July 26, 2011
<u>LUCIEN PICCARD</u>	RN: 1981245 SN: 74711139	August 4, 1995	June 18, 1996
<u>LUCIEN PICCARD</u>	RN: 2510301 SN: 76218569	February 28, 2001	November 20, 2001
<u>MAGICO</u>	RN: 3031527 SN: 78400369	April 12, 2004	December 20, 2005
<u>MILITAIRE</u>	RN: 2903905 SN: 78226763	March 18, 2003	November 16, 2004
<u>NEPTUNE and Design</u>	RN: 3993849 SN: 85200632	December 17, 2010	July 12, 2011

Mark/Name	App. No./Reg. No.	Application Date	Registration Date
			
<u>NEVER PAY RETAIL</u>	RN: 3137323 SN: 76613566	September 30, 2004	August 29, 2006
<u>REDLINE (Stylized)</u> 	RN: 3996227 SN: 85047926	May 26, 2010	July 19, 2011
<u>SAPPHITEK</u>	RN: 4146736 SN: 85457460	October 27, 2011	May 22, 2012
<u>SMARTBARGAINS</u>	RN: 2672735 SN: 76061930	June 2, 2000	January 7, 2003
<u>SMARTBARGAINS.COM</u> <u>and Design</u> 	RN: 3295716 SN: 78921803	July 3, 2006	September 18, 2007
<u>SMARTBARGAINS.COM</u>	RN: 2606658 SN: 76091529	July 18, 2000	August 13, 2002
<u>STRATOSPHERE</u>	RN: 3239457 SN: 78919555	June 29, 2006	May 8, 2007
<u>STRESS-FREE</u> <u>PAYMENT</u>	RN: 4088943 SN: 85196789	December 13, 2010	January 17, 2012
<u>SWI (Stylized)</u> 	RN: 2820405 SN: 78076842	August 1, 2001	March 2, 2004
<u>SWISS LEGEND</u>	SN: 78364789	February 9, 2004	
<u>SWISS WATCH</u> <u>INTERNATIONAL</u>	RN: 2868146 SN: 78218161	February 24, 2003	July 27, 2004
<u>THE BARGAIN ALERT!</u>	RN: 4033735 SN: 85112172	August 20, 2010	October 4, 2011

<u>Mark/Name</u>	<u>App. No./Reg. No.</u>	<u>Application Date</u>	<u>Registration Date</u>
<u>THE GENERAL</u>	RN: 4685213 SN: 85801783	December 13, 2012	February 10, 2015
<u>THE WATCHERY</u>	RN: 2789828 SN: 78133572	June 6, 2002	December 2, 2003
<u>THE WORLD RUNS ON LUCIEN PICCARD TIME</u>	RN: 3715804 SN: 77247860	August 6, 2007	November 24, 2009
<u>THESAMPLESALE.COM</u>	RN: 3972146 SN: 85196766	December 13, 2010	May 31, 2011
<u>VENETIAN GOLD</u>	RN: 3936019 SN: 85013091	April 13, 2010	March 22, 2011
<u>YOUR PERSONAL BARGAIN HUNTER</u>	RN: 3455584 SN: 78874996	May 3, 2006	June 24, 2008
<u>Design Only</u> 	RN: 3918353 SN: 85169383	November 4, 2010	February 8, 2011
<u>Design Only</u> 	RN: 3972172 SN: 85276214	March 24, 2011	May 31, 2011