

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McGregor Finance International B.V.		07/18/2017	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	Doniger Fashion Group B.V.		
Street Address:	Hogehilweg 3, 1101 CA		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1064501	MCGREGOR	
Registration Number:	1074608	MCGREGOR	
Registration Number:	1630158	MCGREGOR	
Registration Number:	3616807	MCGREGOR	
Registration Number:	4364953	MCGREGOR	
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>			
Email:	officeactions@brinksgilson.com		
Correspondent Name:	Brinks Gilson & Lione		
Address Line 1:	P.O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
DOMESTIC REPRESENTATIVE			
Name:	Brinks Gilson & Lione		
Address Line 1:	P.O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
NAME OF SUBMITTER:	Emily T. Kappers		
SIGNATURE:	/Emily T. Kappers/		

CH \$140.00 1064501

DATE SIGNED:	08/28/2017
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Total Attachments: 8

- source=Signed deed of transfer all parties 18072017 MFI to DFG BV#page1.tif
- source=Signed deed of transfer all parties 18072017 MFI to DFG BV#page2.tif
- source=Signed deed of transfer all parties 18072017 MFI to DFG BV#page3.tif
- source=Signed deed of transfer all parties 18072017 MFI to DFG BV#page4.tif
- source=Signed deed of transfer all parties 18072017 MFI to DFG BV#page5.tif
- source=Signed deed of transfer all parties 18072017 MFI to DFG BV#page6.tif
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- source=Signed deed of transfer all parties 18072017 MFI to DFG BV#page8.tif

DEED OF SALE AND TRANSFER OF IP

THIS DEED ("Deed") was entered into on July 18, 2017.

BETWEEN:

- (1) **NIBC Bank N.V.**, a public company with limited liability (*naamloze vennootschap*) incorporated under Dutch law, having its seat (*statutaire zetel*) in 's-Gravenhage, The Netherlands, its registered office at Carnegieplein 4, 2517 KJ 's-Gravenhage, The Netherlands and registered with the Dutch Commercial Register (*Handelsregister*) under number 27032036 in its capacity as security agent under the Facilities Agreement (as defined below) (the "**Security Agent**" and "**Seller**");
- (2) **McGregor Finance International B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its seat in Amsterdam, The Netherlands and its office at Minervahavenweg 3, 1013 AR Amsterdam ("**MFI**"); and
- (3) **Doniger Fashion Group B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its seat in Amsterdam, The Netherlands and its office at Hogehilweg 3, 1101 CA Amsterdam, The Netherlands (the "**Purchaser**").

WHEREAS

- (A) The Seller intends to sell and transfer certain intellectual property rights listed in the Annex I hereto (*List of IP rights*) which are registered in the name of MFI (the "**IP Rights**") and pledged to the Seller in accordance with the terms of this Deed.
- (B) Reference is made to:
 - (a) a EUR 180,000,000 senior facilities agreement originally dated 10 July 2007 and made between, among others, MFG as the Parent, Toeca Fashion Holding I B.V. as the Borrower, the companies listed in schedule 1 thereto as Guarantors, NIBC Bank N.V. as the Security Agent and the Facility Agent and Toeca Beherend Vennoot B.V. acting as general partner of Toeca MFG C.V. as Lender (each as defined therein) as amended from time to time and as assigned and transferred to the Purchaser (as Lender) on 15 July 2016 (the "**Facilities Agreement**");
 - (b) a master deed of pledge of intellectual property rights with Toeca Topholding B.V. as pledgor dated 1 October 2013;
 - (c) a master and supplemental deed of pledge of intellectual property rights with Toeca Topholding B.V. as pledgor dated 30 September 2013;
 - (d) a master deed of pledge of intellectual property rights with Deno B.V. as pledgor dated 16 August 2013;

- (e) a supplemental deed of pledge of intellectual property rights with Toeca Fashion Holding Coöperatief U.A., Gaastra Holding International B.V., Gaastra Holding Netherlands B.V., McGregor Finance International B.V., McGregor Holding Netherlands B.V. as pledgors dated 15 August 2013;
- (f) a supplemental deed of pledge of intellectual property rights with by Toeca Fashion Holding I B.V., Emergo Sportswear B.V., McGregor Finance International B.V., McGregor Retail B.V., Gaastra International Sportswear B.V., X-One B.V., Adam Menswear B.V. as pledgors dated 15 August 2013;
- (g) a master and supplemental deed of pledge of intellectual property rights with Toeca Fashion Holding Coöperatief U.A., Toeca Holding B.V., Toeca Fashion Holding I B.V., McGregor Fashion Group B.V., McGregor Holding Netherlands B.V., Gaastra Holding International B.V., Gaastra Holding Netherlands B.V., Deno B.V., Gaastra Retail B.V., Cbyi Maastricht B.V., Emergo Sportswear B.V., McGregor Finance International B.V., McGregor Retail B.V., Gaastra International Sportswear B.V., X-One B.V., Adam Menswear B.V., Mallangancee Properties B.V., Beheermaatschappij New Tested B.V., Lapagayo Fashion B.V. as pledgors dated 30 March 2013;
- (h) a master deed of pledge of intellectual property rights with Toeca Fashion Holding Coöperatief U.A., Toeca Holding B.V., Gaastra Holding International B.V., Gaastra Holding Netherlands B.V., McGregor Holding International B.V., McGregor Holding Netherlands B.V. and Gaastra Retail B.V. as pledgors dated 29 April 2013;
- (i) a master deed of pledge of intellectual property rights with Toeca Fashion Holding I B.V., Toeca Fashion Holding B.V., Toeca Fashion Groep B.V., McGregor Fashion Group N.V., Emergo Sportswear B.V., Emergo Fashions B.V., McGregor Finance B.V., McGregor Retail B.V., Gaastra International Sportswear B.V., X-One B.V. and Adam Menswear B.V. as pledgors dated 12 July 2007,

(the deeds of pledge referred to under recital (B)(b) up to and including (B)(i) are together referred to as the "**Deeds of Pledge IP Rights**").

- (C) Pursuant to the Deeds of Pledge IP Rights, the Security Agent has first priority right of pledge (*pandrecht*) (the "**Pledge**") on the IP Rights.
- (D) The Deeds of Pledge were entered into as security for the obligations of (amongst others) MFI and in connection with, amongst others, the Facilities Agreement.
- (E) A default (*verzuim*) within the meaning of Section 3:248 paragraph 1 of the Dutch Civil Code ("**DCC**") by MFI in the proper performance of the Secured Obligations (as defined in the Deeds of Pledge) and an Event of Default (as defined in the Facilities Agreement) have occurred and are continuing, in respect of which a notice was given under clause 12.19 (*Acceleration and Cancellation*) of the Facilities Agreement. As a result, an Enforcement Event (as defined in the Deeds of Pledge) has occurred under the Deeds of

Pledge and the Security Agent may enforce its rights of pledge and take recourse against the proceeds of enforcement.

- (F) Pursuant to a deed of sale and transfer deed of IP dated 15 July 2016 made between, *inter alia*, the Seller and the Purchaser, the Seller sold, by way of enforcement, certain intellectual property rights. The Security Agent now wishes, for the avoidance of any doubt and insofar as necessary, to enforce the Pledges by selling the IP Rights with the consent of MFI's managing director acting through a private enforcement sale (*onderhandse executoriale verkoop*) in accordance with Section 3:251 paragraph 2 DCC and MFI wishes to grant its consent to such enforcement on the terms set out in this Deed.
- (G) The Purchaser acknowledges and agrees that the sale of and the transfer of title to the IP Rights is made on an "as is" basis (*in de staat waarin ze zich bevinden*) and that the Security Agent, the lender under the Facilities Agreement, makes no statement whatsoever in relation to the IP Rights whether as to title to, existence, sufficiency of IP Rights or the Pledge.
- (H) As consideration for the IP Rights, and subject to the terms and conditions set out in this Deed, the Purchaser has agreed to pay the Purchase Price (as defined below) to the Seller as set out in Clause 3 of this Deed. The Purchase Price does not exceed the Secured Obligations (as defined in the Deeds of Pledge).
- (I) Accordingly, the Sellers wish to sell the IP Rights subject to the terms and conditions set out in this Deed.

HEREBY AGREE AS FOLLOWS:

1. SALE AND TRANSFER OF IP

The Seller agrees to sell and transfer, and hereby sells and transfers, to the Purchaser and the Purchaser hereby purchases and accepts the IP Rights.

2. CONSENT

Seller and the Purchaser hereby agree to enter into the enforcement sale envisaged by this Deed by way of private sale within the meaning of Section 3:251 paragraph 2 DCC in relation to the IP Rights, and MFI hereby grants its consent to such manner of enforcement.

3. PURCHASE PRICE

The Purchaser has paid the Seller the Purchase Price (as defined in the share and asset purchase agreement dated 15 July 2016 and made between, *inter alia*, the Seller and the Purchaser (the "SAPA")). The Seller hereby gives full and final discharge (*kwijting*) to the Purchaser for its obligation to pay the Purchase Price (as defined in the SAPA).

4. **REGISTRATION**

The Seller shall take such action as is reasonably required to register the transfer of the IP Rights in the appropriate registers.

5. **GOVERNING LAW AND JURISDICTION**

This Deed and any non-contractual obligations arising out of or in connection with this Deed are governed by and shall be construed in accordance with Dutch law. All disputes arising from or in connection with this Deed shall be submitted to the competent court in Amsterdam.

[signature page to follow]

IN WITNESS WHEREOF, this deed has been duly executed by the parties hereto as of the date first above written.

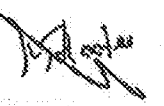
FOR AND ON BEHALF OF:

NIBC BANK N.V., as Security Agent and Seller


Name: W. van Velzen
Title: Director
Date:


Name: Hilafre M. van Acker
Title: Associate
Date:

~~DONIGER FASHION GROUP B.V., as Purchaser~~

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Name: J. H. van Stramcken
Title: CEO
Date:

Name:
Title:
Date:

MCGREGOR FINANCE INTERNATIONAL B.V.

Name:
Title:
Date:

Name:
Title:
Date:

IN WITNESS WHEREOF, this deed has been duly executed by the parties hereto as of the date first above written.

FOR AND ON BEHALF OF:

NIBC BANK N.V., as Security Agent and Seller

.....
Name:

Title:

Date:

.....
Name:

Title:

Date:

DONIGER FASHION GROUP B.V., as Purchaser

.....
Name:

Title:

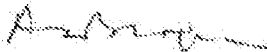
Date:

.....
Name:

Title:

Date:

MCGREGOR FINANCE INTERNATIONAL B.V.



.....
Name: Armin Broger

Title: Director

Date: 12/7/2017

