



# **EXHIBIT A**



## Agreement

This agreement (“Agreement”) is made as of the last date executed below (the “Effective Date”), between Triumph Designs Limited, with offices at Normandy Way, Hinckley Leicestershire LE103BZ, United Kingdom (“Triumph”), and Triumph Intertrade AG, with offices at Triumphweg 6, CH-5330 Bad Zurzach, Switzerland (“Registrant”).

**WHEREAS**, Triumph filed federal trademark application Serial No. 86/474,866 in the United States for TRIUMPH for, in relevant part and as amended, “clothing, namely, footwear, headwear, namely, jeans, t-shirts, shirts, blouses, jackets, trousers, shorts, caps, hats, gloves, scarves, socks, ties, jumpers, cardigans, sweaters, sweatshirts, track suits, thermal base layers, shoes, boots, sports shoes; not including underwear, foundation garments, swimwear or nightwear,” on December 9, 2014 (“Triumph’s Application”);

**WHEREAS**, Triumph has used TRIUMPH for the goods identified in Triumph’s Application in interstate commerce in the United States since at least as early as 1996 (“Triumph’s Mark”);

**WHEREAS**, Registrant owns United States federal trademark Registration Nos.: 3,598,689 for  for “clothing, namely, panties, brassieres, bodices, corsets, corselets, girdles, hip-shaping garments, suspender belts, dancing belts, bathing costumes, trunks, bath gowns, bath jackets, bikinis, pajamas, night dresses, t-shirts, shorts, hosiery” and “retail store services featuring clothing;” 4,557,952 for  for “clothing, namely, panties, brassieres, bodices, corsets, corselets, girdles, hip-shaping garments, garter belts, suspender belts, bathing costumes, trunks, bath robes, bikinis, pajamas, night dresses, t-shirts, shorts, dresses, hosiery, skirts; headgear, namely, caps” and “retail clothing stores;” 2,150,682

 for  for “women’s underwear;” and 2,149,242 for TRIUMPH INTERNATIONAL for “women’s underwear” (“Registrant’s Marks”);

**WHEREAS**, Registrant primarily uses Registrant’s Marks for women’s undergarments and shapewear;

**WHEREAS**, Triumph’s Mark and the only two of Registrant’s Marks that are use-based have co-existed in the United States since at least as early as 1996;

**WHEREAS**, the Parties believe that no likelihood of confusion would result from the continued use of Triumph’s Mark or registration of Triumph’s Application; and

**WHEREAS**, Triumph has a longstanding relationship with Registrant, which has previously executed consent agreements in support of Triumph's use and registration of Triumph's marks in Class 25 sufficient to overcome similar likelihood of confusion refusals, for example, Triumph's U.S. Application Serial No. 85/500,234 for TRIUMPH for clothing.

**WHEREAS**, based on the representations herein, Registrant consents to the registration of Triumph's Application and use of Triumph's Mark.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. In view of their long term familiarity with each other's businesses, the Parties have considered and compared their respective marks, goods, price points, and their existing and expected channels of trade and have determined that there is no likelihood of confusion.
2. The demarcation between the uses of Triumph, designs, and product lines being foundation and non-foundation articles has avoided confusion over the years.
3. Registrant agrees that it will not at any time, directly or indirectly, assert or assist any third party in the assertion of any claim against Triumph that challenges the validity or enforceability of Triumph's Mark or Triumph's Application in any forum.
4. Registrant consents to Triumph's use of Triumph's Mark and registration of Triumph's Application. Registrant agrees that Triumph may submit a copy of this Agreement, which may have portions redacted, to the United States Trademark Office in the prosecution of Triumph's Application.
5. Provided this Agreement is accepted by the United States Trademark Office and Registrant's Marks are not a bar to the maturation of Triumph's Application into a federal trademark registration, Triumph agrees never to file a cancellation proceeding or otherwise challenge the validity of Registrant's Marks.
6. The Parties will work together in the event of any confusion.
7. Neither Party shall request, aid, or assist any third party in taking any action prohibited by this Agreement.

8. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

October 23, 2015

Triumph Designs Limited



By: \_\_\_\_\_  
Title: J L EASTHAM  
DIRECTOR

October 7, 2015

Triumph Intertrade AG



By: \_\_\_\_\_  
Title: Claudia Meindel  
Authorized Proxy