

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519452

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900492749		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Manhattan Beachwear, Inc.		01/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beach Mode, LDA.		
<b>Street Address:</b>	Rua da Cruz Vermelha, N 17 A - Paz		
<b>City:</b>	Mafra		
<b>State/Country:</b>	PORTUGAL		
<b>Postal Code:</b>	2640-583		
<b>Entity Type:</b>	Limitada: PORTUGAL		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4454960	FREE SOCIETY	
<b>Serial Number:</b>	86964747	FS	
<b>Registration Number:</b>	4455094	FREE SOCIETY FS	
<b>Registration Number:</b>	4455086	FS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028576395		
<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>	202-857-6000		
<b>Email:</b>	Todd.Hopkins@arentfox.com		
<b>Correspondent Name:</b>	Ricardo Fischer		
<b>Address Line 1:</b>	1717 K Street, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20006-5344		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Ricardo Fischer		
<b>Address Line 1:</b>	1717 K Street, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20006-5344		
<b>NAME OF SUBMITTER:</b>	Diana S. Bae		

<b>SIGNATURE:</b>	/diana s. bae/
<b>DATE SIGNED:</b>	04/17/2019
<b>Total Attachments: 8</b> source=Trademark Purchase Agreement- Signed#page1.tif source=Trademark Purchase Agreement- Signed#page2.tif source=Trademark Purchase Agreement- Signed#page3.tif source=Trademark Purchase Agreement- Signed#page4.tif source=Trademark Purchase Agreement- Signed#page5.tif source=Assignment of Service Marks- Signed- BM#page1.tif source=Assignment of Service Marks- Signed- BM#page2.tif source=Assignment of Service Marks- Signed- BM#page3.tif	

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## TRADEMARK PURCHASE AGREEMENT

This TRADEMARK PURCHASE AGREEMENT (this "Agreement"), is entered into as of January 28, 2019, by and between Manhattan Beachwear, Inc., a Delaware corporation with offices at 10700 Valley View Street, Cypress, California, 90630 USA ("Seller") and Beach Mode, LDA., a Portuguese company with offices at Rua da Cruz Vermelha, Portuguesa, N 17 A – Paz, 2640-583 Mafra, Portugal, fiscal number PT 513 967 834 ("Buyer").

WHEREAS, Seller is the owner of certain rights, title and interest in and to the marks FREE SOCIETY and FS as used in commerce in connection with footwear, headwear, beachwear, and sportswear, as more fully set forth in Schedule I, attached hereto and made a part of this Agreement (the "Trademarks"); and

WHEREAS, Seller and Buyer are currently parties to that certain Trademark License Agreement dated July 31, 2017 (the "License Agreement"); and

WHEREAS, Buyer is desirous of acquiring Seller's rights, title and interest in and to the Trademarks on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereto agree as follows:

### ARTICLE I ASSIGNMENT AND CONVEYANCE OF TRADEMARKS

Section 1.01 Trademark Rights as Assets. Subject to the terms and conditions set forth herein, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases, acquires, accepts and assumes from Seller, all of Seller's rights, title and interest in the Trademarks.

Section 1.02 Purchase Price. As consideration for the sale of the Trademarks, Buyer shall pay to Seller at Closing an amount equal to [REDACTED] (the "Purchase Price").

Section 1.03 Closing. The closing of the transaction contemplated in the Agreement ("Closing") shall occur simultaneously with the execution and delivery of this Agreement by the parties on the date hereof (the "Closing Date"). At the Closing (as hereinafter defined), Buyer shall deliver to Seller the Purchase Price and Seller shall deliver to Buyer an executed assignment of all of Seller's right, title and interest in and to the Trademarks in a form mutually agreeable to the parties.

Section 1.04 Termination of License Agreement. Effective upon the Closing, the parties hereby agree that the License Agreement shall terminate and Buyer and Seller shall have no further obligations under the License Agreement except for Buyer's obligation to pay Seller all royalties earned under the License Agreement prior to the Closing Date.

Section 1.05 Indemnification. Buyer agrees that, from and after the Closing, it shall indemnify, defend, and hold harmless Seller, its officers, directors, affiliates, stockholders, employees, agents, and other representatives (collectively, "Seller Indemnified Parties") from and against any damages, claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) incurred by any of the Seller Indemnified Parties arising out of or relating to the use by Buyer, its affiliates, or their respective licensees of the Trademarks after the Closing, including, without limitation, any claims of infringement relating thereto.

## ARTICLE II MISCELLANEOUS

Section 2.01 Further Assurances. Each party hereto shall, upon the reasonable request of the other party and without further consideration, take all steps reasonably necessary, and shall execute and deliver such other instruments of conveyance and transfer, consents, approvals, deeds, bills of sale, assignments, releases, and assurances and take such action as the other party may reasonably require, to more effectively transfer Seller's rights, title and interest, in, to and under the Trademarks.

Section 2.02 No Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

Section 2.03 Entire Agreement. This Agreement supersedes any prior understandings or agreements, whether written or oral, and contains the entire agreement between the parties hereto with regard to the subject matter hereof. This Agreement may not be changed or modified orally, but only by a written agreement signed by both parties.

Section 2.04 Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of California, without giving effect to any choice or conflict of laws, provisions or rules that would cause the application of laws of any jurisdiction other than the State of California. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be brought solely in the appropriate federal and state courts located in California (and appellate courts thereof). Each of the parties to this Agreement agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, in any way relating to this Agreement in any forum other than the appropriate federal and state courts located in California (and appellate courts thereof). By executing and delivering this Agreement, the parties irrevocably: (a) accept generally and unconditionally the exclusive jurisdiction and venue of these courts; and (b) waive any objections which such party may now or hereafter have to the laying of venue of any of the aforesaid actions arising out of or in connection with this Agreement brought in the courts referred to in clause (a) above and hereby further irrevocably waive and agree not to plead or claim in any such court that such action brought in any such court has been brought in an inconvenient forum. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO

A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS.

Section 2.05 Captions. The captions in this Agreement are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this Agreement.

Section 2.06 Counterparts. This Agreement may be executed in the original, by facsimile or by any generally accepted electronic means (including transmission of a PDF file containing an executed signature page), in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its respective duly authorized representative.

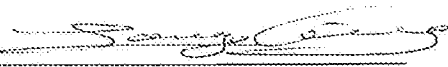
MANHATTAN BEACHWEAR, INC.

By: 

Name: Lindsay S. Shurlas

Title: CEO

BEACH MODE, LDA.

By: 

Name: Jorge César

Title: Managing Director

By: 

Name: Sandra Vintém

Title: Manager

By: Susana Buita Soares de Vasconcelos Ramalhão

Name: Susana Ramalhão

Title: Manager

Schedule 1

Trademarks

Trademark	Number	Registered date	Expiry date	Status
FREE SOCIETY	US 4454960	14-05-2013	24-12-2023	Registered - US
FREE SOCIETY	1301509	11-04-2016	11-04-2026	Registered – WIPO with extensions requested and granted in Australia, China, European Union, Japan and Mexico
FS	1,298,828	11-4-2016	11-4-2026	Registered – WIPO with extensions requested in Australia (refused), China (refused), European Union (granted), Japan (refused) and Mexico (refused).  (Action must be taken by April 18, 2019 for underlying U.S. application to mature into a registration; if that action is not taken, the WIPO registration will be cancelled.)
FS	86/964747	N/A	N/A	Application - US

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FREE SOCIETY FS AND DESIGN	4455094	12-24-2013	12-24-2023	Registered - US
FS	4455086	12-24-13	12-24-20	Registered - US

ASSIGNMENT OF SERVICE MARKS

WHEREAS, Manhattan Beachwear, Inc., a Delaware corporation with offices at 10700 Valley View Street, Cypress, California, 90630 USA ("Assignor"), is the owner of certain rights, title and interest in and to the marks FREE SOCIETY and FS in connection with footwear, headwear, beachwear, and sportswear, including but not limited to the marks set forth in Schedule 1, which is attached hereto (the "Marks"); and

WHEREAS, Beach Mode, LDA., a Portuguese company with offices at Rua da Cruz Vermelha Portuguesa, N 17 A – Paz, 2640-583 Mafra, Portugal, fiscal number PT 513 967 834 ("Assignee"), desires to acquire all of Assignor's rights in, and the goodwill associated with, the Marks, including without limitation, the registrations for the Marks and all common-law rights in the Marks;

NOW, THEREFORE, Assignor does hereby assign and transfer to Assignee effective as of January 28, 2019, all of Assignor's rights, title and interest in and to: (i) the Marks; (ii) any registrations and/or applications to register any of the Marks, including but not limited to those registrations set forth in Schedule 1; (iii) all income, royalties, damages and payments accruing after the above effective date with respect to the Marks; (iv) all rights of action arising from the Mark, including all claims for damages by reason of past, present and future infringement of the Mark and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

[Signature page to follow]



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Service Marks as of the date indicated below.

MANHATTAN BEACHWEAR, INC.

Date: 1-29-19

[Signature]

County of LOS ANGELES )

Name: Lindsay Shumlas

State of CALIFORNIA )

Title: Chief Executive Officer

Before me, a Notary Public in and for the County and State listed above, on this 29<sup>th</sup> day of JANUARY 2019, personally appeared before me, M. RENTERIA, to me known, or made to be known, to be the person named in and who executed the above instrument, and acknowledged to me that she is duly authorized to execute this Assignment of Service Marks on behalf of and to bind Manhattan Beachwear, Inc. and that she executed the same for the uses and the purposes therein mentioned.

(seal)

[Signature]

Notary Public



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BEACH MODE, LDA.

Date: 31-01-2019

[Signature]

Name: Jorge César

Title: Managing Director

[Signature]

Name: Sandra Vintém

Title: Manager

[Signature]

Name: Susana Ramalhão

Title: Manager

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Schedule 1

Marks

Trademark	Number	Registered date	Expiry date	Status
FREE SOCIETY	US 4454960	14-05-2013	24-12-2023	Registered - US
FREE SOCIETY	1301509	11-04-2016	11-04-2026	Registered - WIPO with extensions requested and granted in Australia, China, European Union, Japan and Mexico
FS	1,298,828	11-4-2016	11-4-2026	Registered - WIPO with extensions requested in Australia (refused), China (refused), European Union (granted), Japan (refused) and Mexico (refused).
FS	86/964747	N/A	N/A	Application - US
FREE SOCIETY FS AND DESIGN	4455094	12-24-2013	12-24-2023	Registered - US
FS	4455086	12-24-13	12-24-20	Registered - US