

Marks & Logo Usage Agreement Form

This Marks and Usage Agreement (hereinafter, "Agreement") is made by and between A&K Sàrl and the second party identified in the Signatures section below. Hereinafter, the term "A&K" shall mean A&K Sàrl and/or its licensees and subsidiaries, individually and collectively, (2) the term "You" shall mean the second party identified in the Signatures section below and (3) the term "Parties" shall mean You and A&K, individually and collectively.

Whereas, A&K owns certain trademarks, services marks and logos, including, but not limited to, the trademarks and service marks ABERCROMBIE & KENT and A&K and the "ampersand" logo shown below:



(hereinafter, the "Marks," collectively); and

Whereas, A&K displays the marks on the website located at www.abercrombiekent.com and other websites owned, operated, licensed or controlled by A&K (hereinafter, the "Site," collectively); and

Whereas, You wish to download, copy, reproduce, republish, upload, post, frame, hyperlink to, transmit, or distribute materials that consist of or include the Marks displayed on the Site in connection with your promotion and distribution of products and services provided by A&K (hereinafter, the "A&K Products and Services").

Now therefore, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties covenant and agree as follows:

Use and Quality Standards

A&K authorizes You to use the Marks as presented on the Site, and the associated goodwill, only in connection with your promotion and distribution of the A&K Products and Services. You may not alter or sell any Marks or grant any other person or entity any right to use the Marks, unless otherwise agreed to by A&K. You agree that your use of all of the Marks will conform to the quality standards set by and under the control of A&K. A&K discourages rebating and other forms of price discounting. By using any Marks, You agree not to advertise or promote A&K Products or Services at less than published rates. If there is a violation, and You do not follow the guidelines specified in

this agreement, A&K reserves the right to take legal action in the interest of protecting the integrity of the A&K brand.

From time to time, the Marks posted by A&K on the Site may be updated by A&K without notice. You agree to use the most current version of the Marks available on the Site. You agree to check the Marks on the Site regularly for changes or discontinuance of any Mark, but in no event less frequently than monthly. Prior to your use of any Mark, You agree to submit a specimen of the proposed use of the Mark to A&K for approval. You agree to discontinue the use of any Mark that A&K deems inappropriate.

Ownership

You acknowledge that, as between You and A&K, A&K owns all right, title and interest in and to the Marks and their associated goodwill. You further acknowledge that the Marks have acquired secondary meaning in the minds of the public. You receive no rights to the Marks, express or implied, except the limited use rights of this Agreement. You will not register, directly or indirectly, any trademark, service mark, trade name, company name, Internet domain name or other proprietary or commercial right that is identical or confusingly similar to the Marks or that constitute translations thereof. Upon A&K's request, You will execute the instruments that may be appropriate to register, maintain or renew the registration of the Marks in A&K's name within the territory You are authorized to distribute the A&K Products and Services.

Infringement

You will immediately notify A&K if You learn (i) of any potential or actual infringement of the Marks by a third party or (ii) that the use of the Marks may infringe the proprietary rights of a third party. A&K will determine the steps to be taken under these circumstances. You agree to (i) provide A&K with the assistance that A&K may reasonably request and (ii) take no steps on its own without A&K's prior approval.

Warranty; Disclaimer of Warranty

The Marks are provided on an "as is" basis. All warranties or conditions with respect to the Marks, including, but not limited to, any implied warranties of merchantability, fitness for particular purpose, satisfactory quality, are hereby overridden, excluded and disclaimed. Under no circumstances will A&K be liable for any consequential, indirect, special or incidental damages or losses, whether foreseeable or unforeseeable, based on your claims or those of your dealers or customers (including claims for loss of goodwill, profit, use of money, stoppage of work or other impairment of assets), arising out of breach or failure of warranty, breach of contract, misrepresentation, negligence,

strict liability in tort or otherwise, even if advised of the possibility of such damages. In no event shall A&K's total liability for all damages, losses and causes of action, whether in contract, tort (including, but not limited to, negligence) or otherwise exceed the amount paid by you to A&K, if any, for the use of the marks.

Compliance with Law

You will take all reasonable steps to ensure that your use of the Marks complies with all applicable laws and regulations where You promote and distribute the A&K Products and Services.

Indemnification

You agree to defend, indemnify and hold A&K and its subsidiaries, affiliates, agents, employees, officers, shareholders and directors (referred to in this Marks & Logo Usage agreement as "Indemnified Parties") harmless from and against any liability, loss, damage, demand, claim, cost, judgment, award, interest, penalty and expense resulting from, based upon, arising out of or relating to any claims, suits, actions, charges or proceedings brought against the Indemnified Parties arising from any third-party claim that your use of the Marks infringes or violates the intellectual property rights or other proprietary rights of a third-party.

Term

This Agreement shall be in force for an initial period of one year from the effective date specified below, unless terminated sooner as hereinafter provided. At the end of such initial one year period, the Agreement shall be automatically renewed and extended for further periods of one year from the expiration of the previous term unless either party shall give to the other written notice of its intent to terminate the Agreement prior to the end of the then current term.

Termination

Your rights to use the Marks will terminate immediately and without notice if (i) you fail to cure any breach of this Agreement within thirty (30) days of A&K's or its affiliates' notice to you or (ii) you cease to be an authorized distributor of A&K Products and Services for any reason. Upon termination, You will (i) cease all use of the Marks and (ii) destroy or return to A&K, at A&K's option, any items bearing a Mark. You further agree that (i) all goodwill associated with the Mark has and will inure to the benefit of A&K and (ii) You will not be entitled to any compensation or other payment upon termination of this Agreement for any reason.

Delivery

After You have executed this Agreement, You shall transmit one partially executed copy of the Agreement to:

legal@abercrombiekent.com

If accepted, A&K shall return a copy of the fully executed Agreement to You.

Miscellaneous

This Agreement, and the distribution agreement that You may have with A&K or its affiliates states the entire agreement between us with respect to the Marks and overrides all prior statements, terms and representations. In the event of any conflict between Your distribution agreement and this Agreement, this Agreement will prevail. If any provision of this Agreement is declared unenforceable, it will be severed, and the remainder of the Agreement will continue in full force and effect. This Agreement is governed by the laws of the State of Illinois, U.S.A, excluding its conflict of laws, and may be modified or supplemented only in writing signed by both parties.

IN WITNESS WHEREOF the Parties hereto, by and through their authorized agents and representatives, hereby set their hand and seal to duplicate originals of this Agreement effective as of the latter of the dates of signature set forth below.

Signatures:

A&K Sàrl

Second Party:

Company name and address:

By:_____

By:_____

Name:_____

Name:_____

Title: _____

Date: _____

Title: _____

Date: _____

Phone: _____

E-mail: _____