

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amongst Friends and Family LLC		01/16/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Karmaloop, Inc.		
Street Address:	334 Boylston Street, 5th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4086756	AMONGST FRIENDS	
Registration Number:	3824171	AMONGST FRIENDS	
CORRESPONDENCE DATA			
Fax Number:	9784639109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	+1 978-463-9100		
Email:	trademarks@massiplaw.com		
Correspondent Name:	Aaron Y. Silverstein		
Address Line 1:	14 Cedar Street, Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913-1831		
NAME OF SUBMITTER:	Aaron Y. Silverstein		
Signature:	/asilverstein/		
Date:	01/18/2013		

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**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

THIS AGREEMENT is dated as of January 16, 2013.

WHEREAS, Amongst Friends and Family LLC a New York limited liability company (the "Assignor"), has adopted, acquired, used and is using, in a substantially exclusive and continuous manner the trademarks listed on Annex A, attached hereto and made a part hereof (the "Trademarks"), in connection with apparel, footwear, and bags; and

WHEREAS, Karmaloop, Inc., a Delaware corporation ("Assignee"), is desirous of acquiring all right, title and interest in and to said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past, present and future infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, and all similar authorities in other jurisdictions wherever applicable, to record the Trademarks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Trademarks and registrations and applications herein assigned, solely at the cost of Assignee.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

*[Signature page follows.]*

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

Amongst Friends and Family, LLC

By: KarmaLoop, Inc, its member

By: \_\_\_\_\_

Name: Christopher Mastrangelo

Title: Chief Operating Officer

KarmaLoop, Inc

By: \_\_\_\_\_

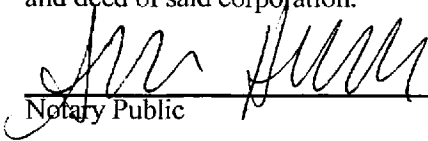
Name: Christopher Mastrangelo

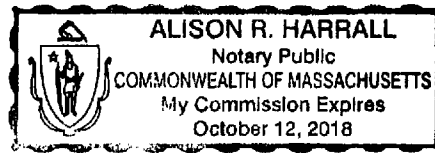
Title: Chief Operating Officer

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COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF SUFOLK ) ss  
)

On this 16th day of January, 2013, before me personally appeared Christopher Mastrangelo to me personally known, who, being duly sworn, did say that he is the Chief Operating Officer of Karmaloop, Inc., and is signing on behalf of Karmaloop, Inc. in its capacity as sole member of Amongst Friends and Family LLC and that he duly executed the foregoing instrument for and on behalf of Amongst Friends and Family LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

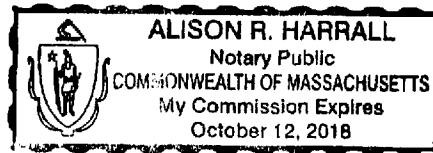


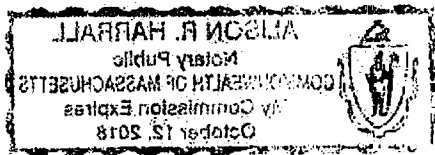
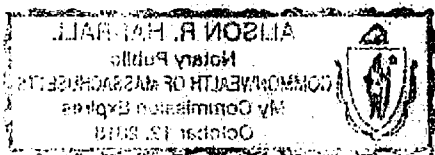
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COMMONWEALTH OF MASSACHUSETTS)  
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\_\_\_\_\_  
Notary Public





**ANNEX A  
TRADEMARKS**

Trademark	App Number	Reg Number	TM Status	Country	Filing Date	Reg Date	Next Renewal Date
AMONGST FRIENDS	85275444	4086756	Registered	USA	25-Mar-2011	17-Jan-2012	17-Jan-2022
AMONGST  FRIENDS	77849010	3824171	Registered	USA	14-Oct-2009	27-Jul-2010	27-Jul-2020
AMONGST  FRIENDS	9631875	9631875	Registered	China	23-Jun-2011	21-Jul-2012	20-Jul-2022
AMONGST  FRIENDS	9631874	9631874	Registered	China	23-Jun-2011	21-Jul-2012	20-Jul-2022
AMONGST FRIENDS	40-2011-48025		Pending	South Korea	1-Sep-2011		