

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
AFFLICTION HOLDINGS LLC		06/22/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	4TH AVENUE APPAREL LLC		
Street Address:	533 Grand Avenue		
City:	SOUTH PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91030		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85554298	4TH VENUE	
CORRESPONDENCE DATA			
Fax Number:	8587942141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-794-2140		
Email:	jank@wknjlaw.com		
Correspondent Name:	JNET ROBERTSON KAUFMAN		
Address Line 1:	462 STEVENS AVE STE 310		
Address Line 4:	SOLANA BEACH, CALIFORNIA 92075		
NAME OF SUBMITTER:	Janet Kaufman		
Signature:	/Janet Kaufman/		
Date:	03/07/2013		

OP \$40.00 85554298

Total Attachments: 4

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- The deadline for filing any foreign applications is coming up on July 16, 2012 for the first two applications listed below (sch A) and August 27, 2012 for the last two applications listed
- The marks are all still pending
- There are two design marks and two word marks
- The next deadline is December 5, 2012 on the first two.
 - The Statement of Use or an extension of use is due by the December date

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of June 22, 2012, is by and between Affliction Holdings, LLC, a California limited liability company (the "Assignor"), and 4TH AVENUE APPAREL, LLC, a California limited liability company (the "Assignee").

RECITALS

WHEREAS, the Assignor is the owner of the 4th AVENUE trademarks identified on Schedule A hereto (collectively, the "Marks"); and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, ownership and interest in and to the Marks, and the Assignor is willing to assign to the Assignee all of the Assignor's right, title, ownership and interest in and to the Marks.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreements and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment of the Marks. For consideration in the amount of \$1.00, the payment thereof by the Assignee to the Assignor is hereby acknowledged by the parties hereto, the Assignor does hereby sell, assign, transfer, and convey to the Assignee all right, title, ownership and interest in and to the Marks, including without limitation, (a) all registrations, renewals and extensions thereof, as well as any corresponding rights therein, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction throughout the world, (b) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) the goodwill of the business associated therewith.

2. Assistance and Cooperation. The Assignor further agrees, without further consideration, upon the request of the Assignee, to cause to be performed such lawful acts and to execute such other documents, instruments of assignment, transfer and conveyance, and other lawful documents as the Assignee may reasonably request to effectuate fully this Assignment and to perfect record title to the Marks.

3. Perfection and Recordation. The Assignee shall prepare all paperwork that is necessary to perfect and record the assignments of the Marks in the various jurisdictions and shall be responsible for all expenses, including recordation expenses, associated therewith.

4. Entire Agreement. This Assignment contains the entire agreement of the parties hereto with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties hereto.

5. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor makes this assignment to the Assignee and has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

AFFLICTION HOLDINGS, LLC

By: 

Robert Otto
Chief Financial Officer

IN WITNESS WHEREOF, the Assignee accepts the assignment from the Assignor and has caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

4TH AVENUE APPAREL, LLC

By: 

Robert Meers
Manager

Schedule A

Trademarks

<u>Trademark</u>	<u>Status</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
4th Avenue	SOU due or 1st ext 12/5/12	1/16/12	85/517,556	N/A	N/A
Fourth Avenue	SOU due or 1st ext 12/5/12	1/16/12	85/517,550	N/A	N/A
4th Avenue (design)	Notice of Publication will post 7/17/12	2/27/12	85/554,298	N/A	N/A
4 AV (design)	Notice of Publication will post 7/17/12	2/27/12	85/554,292	N/A	N/A

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