

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
Orisue, LLC		07/09/2013	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Karmalooop, 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:	3174143	ORISUE	
Registration Number:	3174142	O	
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:	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:	07/11/2013		

OP \$65.00 3174143

TRADEMARK

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

BY AND BETWEEN: Orisue, LLC
334 Boylston Street, 5th Floor
Boston, Massachusetts 02116 USA

(hereinafter referred to as the "Assignor")

AND:

Karmaloop, Inc.
334 Boylston Street, 5th Floor
Boston, Massachusetts 02116 USA

(hereinafter referred to as the "Assignee")

The agreement is dated as of 07/09/, 2013.

Assignor is the owner of the trademarks identified in the attached Schedule A (hereinafter referred to as the "Trademarks");

Assignee is desirous of acquiring the Trademarks;

1. The preamble of this assignment shall form an integral part hereof.
2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, all right, title and interest, whether statutory or at common law, in and to the Trademarks, together with the goodwill symbolized by the Trademarks, the same to be held and enjoyed by Assignee, as fully and entirely as the assigned right, title and interest could have been held and enjoyed by Assignor if such sale, assignment and transfer had not been effected, and together with the right to sue for past, present and future infringements and to recover and retain all damages and profits arising from the Trademarks.
3. Assignor shall execute and deliver such documents and do such things as may be reasonably requested by Assignee to give full effect to this agreement.
4. Assignor consents that the Assignee may file a request for registration of this assignment in Assignee's name with the Japan Trademark Office, and any other applicable trademark office.

ASSIGNMENT OF TRADEMARKS

Orisue, LLC
334 Boylston Street 5th Floor
Boston, Massachusetts 02116 USA

BY AND BETWEEN:

(hereinafter referred to as the "Assignor")

AND:

Kamalscoo, Inc.
334 Boylston Street 5th Floor
Boston, Massachusetts 02116 USA

(hereinafter referred to as the "Assignee")

The assignment is dated as of _____, 2013.

Assignor is the owner of the trademarks identified in the attached Schedule A (hereinafter referred to as the "Trademarks");

Assignee is desirous of acquiring the Trademarks;

The purpose of this assignment shall form an integral part hereof.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, all right, title and interest, whether statutory or at common law, in and to the Trademarks, together with the goodwill symbolized by the Trademarks, the same to be held and enjoyed by Assignee, as fully and entirely as the assignor could have held and enjoyed. Assignor and Assignee agree that the interest could have been held and enjoyed, and together with the right to sue for past, present and future infringements and to recover and retain all damages and profits arising from the Trademarks.

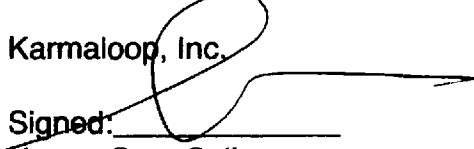
Assignor shall execute and deliver such documents and do such things as may be reasonably requested by Assignee to give full effect to this agreement.

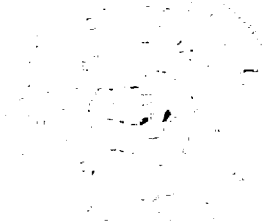
Assignor consents that the Assignee may file a request for registration of this assignment in Assignee's name with the Japan Trademark Office, and any other applicable trademark office.

5. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

Orisue, LLC
Signed: 
Name: Christopher Mastrangelo
Title: Manager

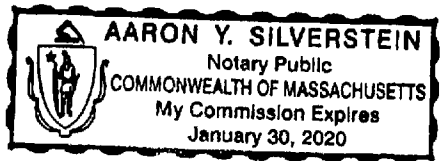
Karmaloop, Inc.
Signed: 
Name: Greg Selkoe
Title: CEO



(Notarial Seal)

Subscribed and sworn to me this
9th day of July, 2013.

Signature: 
Notary Public



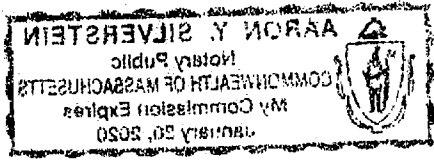
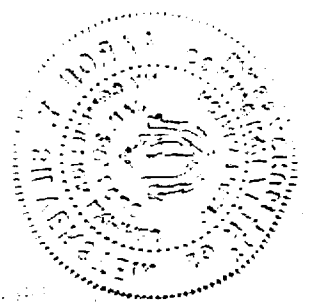
This agreement shall have the effect of an assignment of all rights and interests in and to the trademarks and service marks herein and their respective successors and assigns.

Each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

Signature
Name: Greg Salko
Title: CEO



Signature
Name: [Illegible]
Title: [Illegible]

Subscribed and sworn to me this
day of [Illegible] 2018.
Signature
Notary Public



**SCHEDULE A
Registrations**

Trade Mark	Jurisdiction	Reg. No.	Goods/Services
ORISUE	United States	3174143	Class 25: Clothing, namely, t-shirts, dress shirts, sweaters, pants, hats, men's coats and jackets
ORISUE	Canada	TMA711616	Ladies' pants, slacks, jeans, shorts, shirts, T-shirts, sweaters, jackets, blazers and ladies and girls' dresses, blouses and skirts. Handbags, wallets, luggage, shoulder bags, tote bags, cosmetic cases, belts, shoes and boots. Men's pants, slacks, jeans, shorts, shirts, T-shirts, sweaters, jackets, blazers.
ORISUE	WIPO International Registration	0957977	Class 25: Clothing, namely, t-shirts, dress shirts, sweaters, pants, hats, men's coats and jackets, belts, and footwear
ORISUE	Australia	IR No. 9631874; Trade Mark No. 1236686	Class 25: Clothing, namely, t-shirts, dress shirts, sweaters, pants, hats, men's coats and jackets, belts, and footwear
ORISUE	Community Trade	IR No. 0957977;	Class 25: Clothing,

	Mark	CTM No. 0957977	namely, t-shirts, dress shirts, sweaters, pants, hats, men's coats and jackets, belts, and footwear
ORISUE	Japan	5042801	Class 25: Non-Japanese style outerclothing, Coats, Sweaters and the like, Shirts and the like, Nightwear, Underwear [underclothing], Swimwear [bathing suits], Swimming caps [bathing caps], Collar protectors [for wear], Socks and stockings, Fur stoles, Shawls, Scarves [scarfs], gloves and mittens [clothing], Neckties, Neckerchieves, Mufflers, Headgear for wear, Other clothing
	United States	3174142	Class 25: Clothing, namely, t-shirts, dress shirts, sweaters, pants, hats, men's coats and jackets
	Japan	5042802	Non-Japanese style outerclothing, Coats, Sweaters and the like, Shirts and the like, Nightwear, Underwear [underclothing], Swimwear [bathing suits], Swimming caps [bathing caps], Collar protectors [for wear], Socks and stockings, Fur stoles, Shawls, Scarves [scarfs], gloves and mittens [clothing], Neckties, Neckerchieves, Mufflers, Headgear

			for wear, Other clothing
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