

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
Kane & Unke, LLC		07/29/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Made of Seams, LLC		
Street Address:	4715 S. Alameda Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4255508	MADE OF SEAMS	
Registration Number:	3741839	KANE & UNKE	
Registration Number:	3558215	KAUN	
CORRESPONDENCE DATA			
Fax Number:	2127151399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127151012		
Email:	matthew.salzmann@aporter.com		
Correspondent Name:	Matthew Salzmann		
Address Line 1:	399 Park Avenue		
Address Line 2:	Arnold & Porter LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24670.001		

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NAME OF SUBMITTER:	Matthew T. Salzmann
Signature:	/Matt Salzmann/
Date:	07/31/2013
Total Attachments: 6 source=Assignment of TM - Kane&Unke_MadeOfSeams#page1.tif source=Assignment of TM - Kane&Unke_MadeOfSeams#page2.tif source=Assignment of TM - Kane&Unke_MadeOfSeams#page3.tif source=Assignment of TM - Kane&Unke_MadeOfSeams#page4.tif source=Assignment of TM - Kane&Unke_MadeOfSeams#page5.tif source=Assignment of TM - Kane&Unke_MadeOfSeams#page6.tif	

**ASSIGNMENT OF TRADEMARKS AND
OTHER INTELLECTUAL PROPERTY RIGHTS**

This ASSIGNMENT (“**Assignment**”) is made effective as of July 29, 2013, by and between Kane & Unke, LLC, a limited liability company formed in accordance with the laws of California (“**Assignor**”), and Made of Seams, LLC, a California limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement (“**Agreement**”) dated July 29, 2013, which provides for, inter alia, the transfer by Assignor to Assignee of all Assignor’s right, title and interest in and to all Intellectual Property (as hereinafter defined) associated with Assignor’s business, and any and all business, reputation and/or good will symbolized by the Intellectual Property and/or associated with the Intellectual Property, including all intellectual property rights (and registrations therefor), which are, to the Assignor’s knowledge and understanding, all of the trademarks and other intellectual property rights registered or maintained in Assignor’s name that are, or have in the past, been used in connection with Assignor’s business;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, and its successors and assigns, its entire right, title, interest in and to:
 - a. the registered trademarks set forth on Schedule A attached hereto, and the copyrights, domain names, design rights and other intellectual property rights, to the marks and designs depicted in Schedule B attached hereto (collectively, the “**Intellectual Property**”), including, without limitation, all word marks, design marks and logos, as well as the trade dress of all products sold by Assignor which have become associated with Assignor, designs, and domain names, and:
 - i. with respect to the trademarks therein, all registrations thereof, all applications therefor, if any, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein, as indicated on Schedule A;
 - ii. with respect to the copyrights therein, all registrations thereof, all applications therefor, if any, and all registrations which may be granted in respect of such applications;
 - iii. with respect to the domain names therein, all registrations thereof, all applications therefor, if any, and all registrations which may be granted in respect of such applications; and
 - iii. with respect to all Intellectual Property, the right to prosecute each and all rights in the Intellectual Property, and the right to cancel or otherwise oppose conflicting rights or interests.

b. the goodwill of the business symbolized by such Intellectual Property, including, without limitation, all goodwill arising from or relating to any trademarks, service marks, trade names, logo marks, trade dress, or other brand identifiers included within the Intellectual Property; and

c. all causes of actions, claims, proceedings and demands or other rights arising from, any infringement, including past infringement, of such Intellectual Property.

2. Assignor hereby represents and warrants as follows:

a. Assignor has the exclusive right and authority to assign the Intellectual Property herein;

b. the foregoing assignment includes all Intellectual Property associated with the Assignor's business;

c. the Intellectual Property does not violate or infringe upon any statutory or common law rights of any party, including, without limitation, contractual rights, trademarks and copyrights;

d. Assignor has not granted any right, title or interest to any person or entity that would conflict with or be in limitation of any of the rights granted to Assignee herein; and

e. there are no liens or encumbrances of any kind on the Intellectual Property.

3. Assignor shall indemnify and hold harmless Assignee and its affiliates, employees, agents, officers, directors and assigns from and against any losses, damages or expenses (including reasonable attorneys' fees) arising from any claim, suit, judgment or proceeding brought or asserted by any third party arising out of or in connection with: (i) the breach by Assignor of any of the terms of this Agreement; or (ii) any third party that questions the ownership of the Intellectual Property by Assignee or Assignee's right to use the Intellectual Property. Assignor's obligations under this Paragraph 3 shall survive the termination or expiration of this Agreement.

4. Following the assignment of the Intellectual Property to Assignee, Assignor shall not assert any ownership rights in the Intellectual Property in the United States or anywhere in the world. Further, Assignor will hereafter cooperate fully and in good faith with Assignee for the purpose of securing, preserving and protecting Assignee's rights in and to the Intellectual Property, including without limitation, at the request of Assignee, executing and delivering to Assignee any and all documents that Assignee deems necessary or appropriate to make fully effective or to implement the provisions of this Assignment relating to the ownership, use and/or registration of the Intellectual Property. Further, Assignor hereby agrees that it shall transfer to Assignee, at no cost, any additional intellectual property rights it may acquire as a result of the Pending Disputes.

5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the effective date set forth above.

ASSIGNOR:

KANE & UNKE, LLC

Date: July 29, 2013



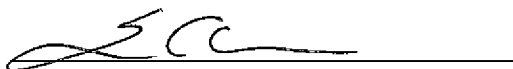
By: Darin Unke

Title: Member

ASSIGNEE:

MADE OF SEAMS, LLC

Date: July 29, 2013



By: Eric Choi

Title: Chief Executive Officer

SCHEDULE A

<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REGISTRATION NO.</u>
Made of Seams	US	4,255,508
Kane & Unke	US	3,741,839
Kaun	US	3,558,215
Kane & Unke	Canada	796,343

SCHEDULE B

Domain names:

www.madeofseams.com;
www.kaunclothing.com;
www.kaneandunke.com

Logos:

See attached