

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
Zobha Licensing, LLC		07/25/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FAM, LLC
Street Address:	6017 Randolph Street
City:	Commerce
State/Country:	CALIFORNIA
Postal Code:	90040
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3944587	EVERY MOVEMENT, EVERY MOMENT
Registration Number:	3690602	EVERY MOVEMENT, EVERY MOMENT
Registration Number:	3884384	EVERY MOVEMENT, EVERY MOMENT
Serial Number:	85226891	Z
Registration Number:	4142179	Z
Registration Number:	4142191	Z
Registration Number:	4142796	Z
Registration Number:	4053265	Z
Registration Number:	3934715	ZOBHA
Registration Number:	3687430	ZOBHA
Registration Number:	3881704	ZOBHA
Registration Number:	4139045	ZOBHA

CORRESPONDENCE DATA

TRADEMARK

OP \$315.00 3944587

Fax Number: 3108266991

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310.829.7474

Email: ilee@raklaw.com

Correspondent Name: Irene Y. Lee

Address Line 1: 12424 Wilshire Blvd., Suite 1200

Address Line 4: Los Angeles, CALIFORNIA 90019

ATTORNEY DOCKET NUMBER:	2359-003
NAME OF SUBMITTER:	Irene Y. Lee
Signature:	/Irene Y. Lee/
Date:	09/23/2013

Total Attachments: 7

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TRADEMARK ASSIGNMENT

WHEREAS, Zobha Licensing, LLC, a Delaware limited liability company (“Assignor”), with its principal place of business at c/o Kellwood Company, 600 Kellwood Parkway, Chesterfield, Missouri 63017 (“Assignor”), has adopted, owns and is using the trademark registrations and applications shown in the chart below (the ”Marks”), which covers the registrations and applications in the United States, Canada, People’s Republic of China, Hong Kong and Republic of Korea and subject to International Registration pursuant to the Madrid Protocol, all as set forth below:

Country	Mark	Reg. No./App. Serial No.
USA	EVERY MOVEMENT, EVERY MOMENT	3,944,587
USA	EVERY MOVEMENT, EVERY MOMENT	3,690,602
USA	EVERY MOVEMENT, EVERY MOMENT	3,884,384
USA	Z (Stylized)	[s/n 85/226,891]
USA	Z (Stylized)	4,142,179
USA	Z (Stylized)	4,142,191
USA	Z (Stylized)	4,142,796
USA	Z (Stylized)	4,053,265
USA	ZOBHA	3,934,715
USA	ZOBHA	3,687,430
USA	ZOBHA	3,881,704
USA	ZOBHA	4,139,045
Canada	EVERY MOVEMENT, EVERY MOMENT	839581
Canada	ZOBHA	839580

Country	Mark	Reg. No./App. Serial No.
China (People's Republic)	ZOBHA	6039564
China (People's Republic)	ZOBHA (Chinese Characters)	6052508
China (People's Republic)	ZOBHA	[s/n 11619510]
China (People's Republic)	ZOBHA	[s/n 11619511]
China (People's Republic)	ZOBHA	[s/n 11619512]
China (People's Republic)	ZOBHA	[s/n 11619513]
Hong Kong	ZOBHA	300866854
Hong Kong	ZOBHA (Chinese Characters)	300870912
International Registration (Madrid Protocol)	ZOBHA	IR 1033263
Korea, Republic of	ZOBHA (and Z Stylized)	[s/n 40-2012-33243]

WHEREAS, FAM, LLC, a California limited liability company ("Assignee"), desires to acquire the Marks pursuant to the Asset Purchase Agreement, dated July 25th, 2013, by and between Assignor, Assignee and the other parties thereto (as amended generally, the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of its right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by the Marks thereof.

Assignor shall, at Assignee's sole cost and expense, take all further actions reasonably requested by Assignee, and provide to Assignee all such cooperation and assistance reasonably requested by Assignee (including, without limitation, the execution and delivery of affidavits, declarations, oaths, samples, exhibits, specimens, assignments or other documentation) to more

fully and effectively effectuate the purposes of this Assignment. Assignor agrees to provide an apostille if required by applicable law for filing, recording or registering this Trademark Assignment in any foreign jurisdiction

In the event of any conflict or inconsistency between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control.

[Remainder of Page Blank; Signatures Follow On The Next Page]

Agreed to by:

Zobha Licensing, LLC

FAM, LLC

By: Sun Zobha Licensing Holding, LLC
Its: Authorized Member

By _____

By: Michael McConvery

Name: Michael J. McConvery

Name: Frank Zarabi

Title: Vice President and Assistant Secretary

Title: President and Chief Executive Officer

Date: July 30, 2013

Date: _____

Effective as of: July 25, 2013

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30 day of July, 2013 by Michael J. McConvery, Vice President and Assistant Secretary of Sun Zobha Licensing Holding, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced driver's license (type of identification) as identification.



Notary Public, State of Florida

Allison Herbert

(printed name)

My Commission Expires: May 4, 2014

Affix Notary Seal



Agreed to by:

Zobha Licensing, LLC

By: Sun Zobha Licensing Holding, LLC
Its: Authorized Member

By: _____

Name: Michael J. McConvery

Title: Vice President and Assistant Secretary

Date: _____

FAM, LLC

By:  _____

Name: Frank Zarabi

Title: President and Chief Executive Officer

Date: 7/25/13

TRADEMARK

REEL: 005116 FRAME: 0314

ACKNOWLEDGMENT

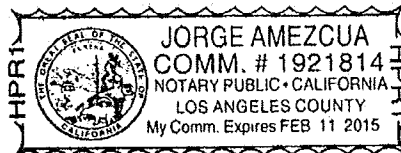
State of California
County of LOS ANGELES

On JULY 25 2017 before me, JORGE AMEZCUA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared FRANK ZARABI
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal
and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT

Document Date: 7-25-13 Number of Pages: 5

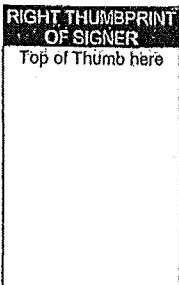
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

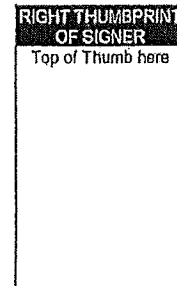
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



TRADEMARK