

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
The Gross Family Foundation, Inc.		10/30/2013	not-for-profit corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Fashion Rocks, LLC		
Street Address:	214 West 39th Street		
Internal Address:	Suite 1200		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78404032	FASHION ROCKS BROADWAY	
Serial Number:	78403952	FASHION ROCKS	
Serial Number:	78403907	FASHION ROCKS	
Serial Number:	77366834	FASHION ROCKS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	griem@clm.com, sisun@clm.com, frissora@clm.com		
Correspondent Name:	John M. Griem Jr.		
Address Line 1:	2 Wall Street		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	GRO21 001		

CH \$1115.00 78404032

NAME OF SUBMITTER:	John M. Griem Jr.
Signature:	/johnmgriemjr/
Date:	11/06/2013
Total Attachments: 7 source=trademark assignment agreement#page1.tif source=trademark assignment agreement#page2.tif source=trademark assignment agreement#page3.tif source=trademark assignment agreement#page4.tif source=trademark assignment agreement#page5.tif source=trademark assignment agreement#page6.tif source=trademark assignment agreement#page7.tif	

Appendix B

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment Agreement"), made and effective this 30th day of October, 2013 (the "Effective Date"), by and between The Gross Family Foundation, Inc. a not-for-profit corporation registered in New York (the "Owner") and Fashion Rocks, LLC a New York Limited Liability Company (the "Assignee") (individually the "Party," collectively the "Parties").

WHEREAS, OWNER owns the FASHION ROCKS trademarks and servicemarks (collectively, the "Mark") and any and all applications and registrations associated thereof as described in Exhibit A attached hereto and incorporated by reference herein, and any and all books, records or files associated with the Mark, (collectively the "Intellectual Property"), together with the business and the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Mark is or has been used (the "Goods and Services"); and

WHEREAS, pursuant to that certain Trademark Purchase Agreement ("Purchase Agreement"), dated October 30, 2013, by and among Owner and Assignee to sell and transfer the assets related to the business, including the Mark, to Assignee; and

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, the parties wish to execute and deliver this Assignment for the purpose of assigning the Mark, including all of the Owner's right, title and interest in and to the Mark, whether registered or at common law, and the United States and foreign applications and registrations therefor, together with the business related to the Mark and all goodwill associated with or symbolized by the Mark, to Assignee.

WHEREAS, OWNER desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title, and interest in and to the Intellectual Property throughout the universe (the "Territory").

NOW, THEREFORE in consideration of the foregoing mutual promises hereinafter set forth, and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, the Parties agree as follows:

(1) Owner hereby conveys, transfers, assigns, delivers and contributes to Assignee all of Owner's right, title, and interest in and to the Intellectual Property in the Territory together with (a) the business and the goodwill of the business relating to the Goods and Services in respect upon which the Mark is used and for which it is registered; (b) all income, royalties, and damages hereafter due or payable to Owner with respect to the Intellectual Property, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (c) all rights to sue for past, present, and future infringements or misappropriations of the Mark;

(2) Owner further transfers, assigns, delivers and contributes to Assignee all of Owner's right, title, and interest in and to the trade dress, labels, and designs associated with the Mark;

(3) Owner further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark.

(4) This Trademark Assignment Agreement shall be binding, valid and enforceable against, and shall inure to the benefit of Seller and Buyer, and their respective subsidiaries, parent companies, predecessors, successors, heirs, assigns, officers, partners, employees, directors, representatives, agents, attorneys, principals, shareholders, debtors, creditors, and trustees.

(5) This Trademark Assignment Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(6) This Trademark Assignment Agreement shall not be modified except by a written agreement signed by the Parties hereto specifying that it is a modification to the Trademark Assignment Agreement.

(7) The Parties agree that each Party has had the opportunity to review this Trademark Assignment Agreement with counsel and to revise this Trademark Assignment Agreement and that each Party fully understands and voluntarily accepts each and every term, condition, and provision contained herein and is capable of performing all obligations set forth herein.

(8) The failure of a Party to insist upon strict adherence to any term of this Trademark Assignment Agreement on any occasion shall not be considered a waiver or deprive that Party of the right to insist upon strict adherence to that term or any other term of this Trademark Assignment Agreement. Any waiver must be in writing and signed by the Party making the waiver.

(9) The invalidity or unenforceability of any term or provision of this Trademark Assignment Agreement shall not affect the validity or enforceability of any other term or provision hereof.

(10) This Trademark Assignment Agreement shall be construed by and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law and any lawsuit which may arise with respect to this Trademark Assignment Agreement and shall be brought only in a court of competent jurisdiction located within the State of New York.

(11) This Trademark Assignment Agreement may be executed by fax or other electronic means and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date set forth below.

Owner:

The Gross Family Foundation, Inc.

By _____

Name: ETAI GROSS

Date: OCTOBER 30, 2013

Assignee:

Fashion Rocks, LLC


By _____

Name: RONNIE GROSS

Date: OCTOBER 30, 2013

Exhibit A

SCHEDULE OF MARKS AND CONTRACTS

Mark	Application No.	Date Filed	Goods/Services	Status
<u>United States</u>				
FASHION ROCKS BROADWAY	78404032	April 19, 2004	Entertainment services, namely, production of live entertainment events featuring live music and fashion shows	Published for Opposition May 28, 2013
	78403952	April 19, 2004	Class 36: charitable fundraising, philanthropic services concerning monetary donations Class 41: Entertainment services, namely, production of live entertainment events featuring live music and fashion shows	Published for Opposition May 28, 2013
FASHION ROCKS	78403907	April 19, 2004	Class 36: charitable fundraising, philanthropic services concerning monetary donations Class 41: Entertainment services, namely, production of live entertainment events featuring live music	Published for Opposition May 28, 2013

			and fashion shows	
FASHION ROCKS	77366834	January 8, 2008	<p>Class 3: Bleaching preparations and other substances for laundry use, namely, laundry detergent; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery; essential oils for personal use; cosmetics; hair lotions; dentrifices</p> <p>Class 14: Precious metals and their alloys and goods in precious metals or coated therewith, namely, gold, silver, or platinum jewelry; jewelry and precious stones; horological and chronometric instruments</p> <p>Class 16: Paper, cardboard and goods made from these materials, namely, note books or sketch books; printed matter, namely, magazines in the fields of fashion or music; bookbinding material; photographs; stationery; adhesives for stationery and household use;</p>	Published for Opposition August 20, 2013

		<p>artists' materials, namely, paintbrushes; typewriters and office requisites, namely, staplers, paper embossers, or adhesive tape dispensers; instructional and teaching material in the field of fashion or music; printers' type; printing blocks</p> <p>Class 20: Goods of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics, namely, furniture, mirrors and picture frames</p> <p>Class 21: Household or kitchen utensils, namely, graters, whisks, spatulas, serving spoons, or serving forks; containers for household or kitchen use not of precious metal; combs and bath sponges; hair brushes; materials for brush-making; articles for cleaning purposes, namely,</p>	
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			<p>steelwool; unworked or semi-worked glass; beverage glassware; porcelain and earthenware mugs</p> <p>Class 24: Textiles and textile goods, namely, curtains, towels, or bed sheets; bed covers; table covers, namely, table linen</p> <p>Class 25: Clothing, namely, shirts, pants, skirts, dresses, or jackets; footwear; headgear, namely, hats or caps</p>	
Canada				
FASHION ROCKS	1226229	<p>Priority Filing Date: April 19, 2004 based on filing in UNITED STATES OF AMERICA on April 19, 2004 under No. 78/403,907</p>	<p>Charitable fundraising, philanthropic services concerning monetary donations; entertainment services, participation in production of entertainment events including live music, fashion, and/or fashion models.</p>	Searched