

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Cat3, LLC</td> <td></td> <td>01/01/2014</td> <td>LIMITED LIABILITY COMPANY: NEW JERSEY</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Cat3, LLC		01/01/2014	LIMITED LIABILITY COMPANY: NEW JERSEY				
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Cat3, LLC		01/01/2014	LIMITED LIABILITY COMPANY: NEW JERSEY												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Emily1975, LLC</td> </tr> <tr> <td>Street Address:</td> <td>501 Tenth Avenue, Floor 7</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10018</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: NEW JERSEY</td> </tr> </table>				Name:	Emily1975, LLC	Street Address:	501 Tenth Avenue, Floor 7	City:	New York	State/Country:	NEW YORK	Postal Code:	10018	Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY
Name:	Emily1975, LLC														
Street Address:	501 Tenth Avenue, Floor 7														
City:	New York														
State/Country:	NEW YORK														
Postal Code:	10018														
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY														
PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85962702</td> <td>CANVAS & CLOTH</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85962702	CANVAS & CLOTH						
Property Type	Number	Word Mark													
Serial Number:	85962702	CANVAS & CLOTH													
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>															
Phone: 917-262-1193 Email: Gregg@TheCollective.com Correspondent Name: Gregg Donnenfeld Address Line 1: 501 Tenth Avenue, Floor 7 Address Line 4: New York, NEW YORK 10018															
NAME OF SUBMITTER:	Gregg Donnenfeld														
Signature:	/gregg donnenfeld/														
Date:	02/01/2014														
Total Attachments: 2 source=Trademark Assignment - CANVAS AND CLOTH#page1.tif source=Trademark Assignment - CANVAS AND CLOTH#page2.tif															

OP \$40.00 85962702

Trademark Assignment

This Trademark Assignment is made and effective as of January 1, 2014.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cat3, LLC ("Assignor"), a New Jersey limited liability company with offices at 501 Tenth Avenue, Floor 7, New York, NY 10018 hereby assigns and transfers to Emily1975, LLC, a New Jersey limited liability company with offices at 501 Tenth Avenue, Floor 7, New York, NY 10018 ("Assignee"), all of Assignor's right, title and interest in and to the Marks (as hereinafter defined), wherever located worldwide.

For purposes of this Trademark Assignment, the term "Marks" means the trademark CANVAS & CLOTH, together with any and all common law rights, trademark applications and/or registrations therefor, together with the goodwill of the business symbolized by such Marks, and the right to sue for and take action against any past infringements of the Marks, with all the foregoing covering any and all categories of goods and/or services. For avoidance of doubt, the term Marks expressly includes without limitation all trademarks and associated trademark holdings referenced on Exhibit A hereto, and includes without limitation any trademark registrations that issued from any of the referenced trademark applications. To the extent that trademark applications assigned hereunder were filed based on an "intent-to-use", the parties acknowledge and agree that Assignee is a successor to the applicable portion of the business of the Assignor to which the relevant Marks pertain, and that such business is ongoing and existing.

Signatures to this document may be made in counterpart, and may be delivered by electronic means, but still constituting a comprehensive and legally binding document.

Dated as of the date first set forth above.

CAT3, LLC

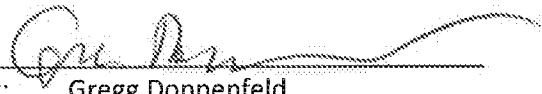

By: Gregg Donnenfeld
Its Executive Vice President

Exhibit A

1. U.S. Trademark App. No. 85/962,702 covering the mark CANVAS & CLOTH in Class 25