

## 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
Cat3, LLC		01/01/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
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: 3			
Property Type	Number	Word Mark	
Serial Number:	86011104	SUPER FRESH BY ANDREA	
Serial Number:	86011110	SUPER FRESH DESIGN	
Serial Number:	86011219	SUPER FRESH DESIGN	
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:

02/02/2014

Total Attachments: 2

source=Trademark Assignment - SUPER FRESH#page1.tif

source=Trademark Assignment - SUPER FRESH#page2.tif

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 SUPER FRESH (and directly associated marks), 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. 86/011,104 covering the mark SUPER FRESH BY ANDREA in Class 25
2. U.S. Trademark App. No. 86/011,110 covering the mark SUPER FRESH DESIGN in Class 25
3. U.S. Trademark App. No. 86/011,219 covering Super Fresh Design (Stylized) in Class 25