

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crew Knitwear, Inc.		05/28/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Crew Knitwear, LLC		
Street Address:	660 South Myers Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90023		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85321635	LALIST	
Registration Number:	4195715	MOD LUSIVE	
Registration Number:	4184228	SOUL CAKE	
Registration Number:	3927030	WALLPAPER	
Registration Number:	3726724	BOBEAU	
Registration Number:	3413007	HAPPENING IN THE PRESENT	
Registration Number:	3894919	LORAMENDI	
Registration Number:	3471528	H.I.P. HAPPENING IN THE PRESENT	
Registration Number:	3471527	H.I.P.	
CORRESPONDENCE DATA			
Fax Number:	2139559511		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-955-9500		
Email:	george.busu@limruger.com		
Correspondent Name:	George Busu		
Address Line 1:	1055 West Seventh Street, Suite 2800		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	1927-01		
NAME OF SUBMITTER:	George Busu		

OP \$240.00 85321635

SIGNATURE:	/gbusu/
DATE SIGNED:	07/02/2014
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is by and between Crew Knitwear, Inc., a California corporation ("Assignor") and Crew Knitwear, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the registered owner of the trademarks and corresponding registrations and/or applications for registration set forth on Exhibit A attached hereto (the "Trademarks" or the "Registrations"), along with the goodwill of the business appurtenant to said Trademarks;

WHEREAS, Assignor wishes to assign, and confirm the assignment of, all right, title, and interest in the Trademarks and the Registrations to Assignee, including the goodwill connected with and symbolized by the Trademarks and any and all claims, demands, and causes of action for infringement, of the Trademarks, past, present, and future, and all of the proceeds from the foregoing; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and Registrations, subject to the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor and Assignee agree to the following terms and conditions:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks and the Registrations, in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew the Registrations, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority rights that may arise from the Trademarks), and any and all claims, demands, and causes of action for infringement, of the Trademarks, past, present, and future, and all of the proceeds from the foregoing, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment not been made.

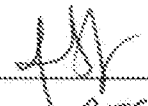
2. Assignor hereby represents and warrants that it has full right, power, and authority to assign, convey and transfer all right, title, and interest in and to the Trademarks and the Registrations to Assignee, including the goodwill connected with and symbolized by the Trademarks, free and clear of any and all claims, liens, and encumbrances.

3. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Registrations set forth on Exhibit A attached hereto to Assignee as assignee of Assignor's entire right, title and interest therein.

4. Assignor agrees to further execute any documents reasonably necessary to effect this Assignment or to confirm Assignee's ownership of the Trademarks and Registrations, and further represents and warrants that it will cooperate in any actions reasonably necessary for Assignee to record, prosecute, renew and/or register its rights, title and interest in and to the Trademarks and Registrations, and in any actions brought by or against third parties to enforce the rights accompanying this Assignment, in each case at Assignee's sole cost.

IN WITNESS WHEREOF, Assignor's duly authorized signatory executed this Assignment effective as of May 28, 2014

CREW KNITWEAR, INC.

By: 
Name: Peter Jung
Title: CFO

CREW KNITWEAR, LLC


By: 
Name: Peter Jung
Title: CEO

EXHIBIT A

TRADEMARKS AND REGISTRATIONS

Trademark	Serial No.	Registration No.
LALIST	85321635	n/a
MOD LUSIVE	85342101	4195715
SOUL CAKE	85342109	4184228
WALLPAPER	85038758	3927030
BOBEAU	78802743	3726724
HAPPENING IN THE PRESENT	78771621	3413007
LORAMENDI	77808545	3894919
H.I.P. HAPPENING IN THE PRESENT	77345161	3471528
H.I.P.	77345143	3471527
CKW	n/a	Unregistered
CREW KNITWEAR	n/a	Unregistered

Exhibit A

BN 16582644v1

RECORDED: 07/02/2014

TRADEMARK
REEL: 005315 FRAME: 0063