

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310894

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blend Fashions, LLC		06/24/2014	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific Hospitality Group Ventures, Inc.		
<b>Street Address:</b>	2532 Dupont Drive		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3919726	BLEND	
<b>Registration Number:</b>	3894821	BLEND FASHIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585094010		
<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>			
<b>Phone:</b>	858-509-4071		
<b>Email:</b>	sdipdocket@pillsburylaw.com		
<b>Correspondent Name:</b>	Michelle L. Mehok		
<b>Address Line 1:</b>	12255 El Camino Real, Suite 300		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>ATTORNEY DOCKET NUMBER:</b>	048822-0433342		
<b>NAME OF SUBMITTER:</b>	Michelle L. Mehok		
<b>SIGNATURE:</b>	/michelle mehok/		
<b>DATE SIGNED:</b>	07/16/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as June 24, 2014 is entered by and among Blend Fashions, LLC, with its principal place of business at 1260 West 1650 North, Springville, Utah 84663 ("Assignor"), and Pacific Hospitality Group Ventures, Inc. (formerly Pacific Hospitality Group, LLC), with its principal place of business at 2532 Dupont Drive, Irvine, California 92612 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks identified on Schedule 1 (hereinafter "the Trademarks"); and

WHEREAS, Assignor and Assignee entered into a Confidential Settlement and Trademark Purchase Agreement, dated June 1, 2014 (the "Agreement") under which Assignor has agreed to transfer and sell and Assignee has agreed to purchase all of Assignor's right, title and interest throughout the world in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks and registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with and subject to the Agreement, Assignor hereby irrevocably sells, transfers, conveys, and assigns to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title, and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

Assignor also hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and similar officers of states and of foreign countries to issue patents, trademarks, other evidence, and forms of intellectual property protection or applications to Assignee and its successors and assigns in accordance with the terms of this Trademark Assignment.

Assignor will, at the reasonable request and expense of Assignee, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the trademarks and trade names rights.

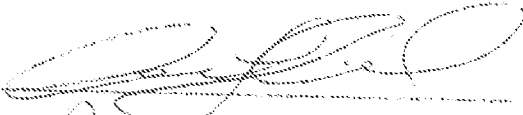
The terms and conditions of this Trademark Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN TESTIMONY WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized officer this 24 day of June, 2014.

PACIFIC HOSPITALITY GROUP  
VENTURES, INC.

BLEND FASHIONS, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Amanda Loveland

Title: \_\_\_\_\_

Title: Owner & CEO

Date: \_\_\_\_\_

Date: 6/24/14

IN TESTIMONY WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized officer this 21 day of June, 2014.

PACIFIC HOSPITALITY GROUP  
VENTURES, INC.

BLEND FASHIONS, LLC

By: Kory J. Kearney

By: \_\_\_\_\_

Name: KORY J. KEARNEY

Name: \_\_\_\_\_


Title: Chief Intellectual Officer

Title: \_\_\_\_\_

Date: June 21, 2014

Date: \_\_\_\_\_

SCHEDULE 1  
TO TRADEMARK ASSIGNMENT

Mark	Date of First Use (at least as early as)	Date of Registration	U.S. Reg. No.	Services
BLEND	August 31, 2008	February 15, 2011	3919726	Retail apparel stores; Retail clothing boutiques; Retail clothing stores; Retail store and on-line retail store services featuring clothing and accessories
	January 26, 2009	December 21, 2010	3894821	Retail apparel stores; Retail clothing boutiques; Retail clothing stores