TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dots, LLC		07/09/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	New Dots, LLC
Street Address:	2110 NW 95th Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33172
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2568849	DOTS
Registration Number:	2948673	DOTS
Registration Number:	4101870	DOTS
Registration Number:	1502671	DOTS
Registration Number:	3569718	DOTS
Registration Number:	2051546	MKM
Registration Number:	1304293	BOBBI GEE
Registration Number:	1304292	BOBBI GEE
Registration Number:	2768884	DOTS.COM
Registration Number:	3163291	JOY TO THE GIRL
Registration Number:	3785217	LOVE THE LOOKS. DOTS.
Registration Number:	4060777	LADY D
Registration Number:	3846251	SEXY IN BLACK
Registration Number:	4400375	MY LOVE
Registration Number:	4017263	BLOOM BY DOTS
Registration Number:	4043237	STYLES & BEATS
Serial Number:	85874913	DOTS DREAM CARD
Serial Number:	85714979	DOTS LUXE
Serial Number:	85158365	BLOOM BY DOTS

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Property Type	Number	Word Mark
Serial Number:	85700934	DOTS LUXE
Serial Number:	85714986	DOTS LUXE
Serial Number:	85316929	FROST BY DOTS
Serial Number:	85316927	ROYAL BY DOTS
Serial Number:	85158363	SEXY IN BLACK
Serial Number:	85158361	SWIRL
Serial Number:	85577247	PASSION INK
Serial Number:	85892084	UNLOCKED

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5337

Email: casey@blankrome.com

Correspondent Name: Lisa Casey Spaniel

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	112024-01604
NAME OF SUBMITTER:	LISA CASEY SPANIEL
SIGNATURE:	/LISA CASEY SPANIEL/
DATE SIGNED:	07/17/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of July 9, 2014 ("Effective Date"), by and between Dots, LLC, a Delaware limited liability company having an address of 30300 Emerald Valley Parkway, Glenwillow, Ohio 44139 ("Assignor"), and New Dots, LLC, a Florida limited liability company having an address of 2110 NW 95th Avenue, Miami, FL 33172 ("Assignee").

Recitals

A. Assignor has adopted, and immediately prior to executing the Asset Purchase Agreement between Assignor and Assignee dated May 20, 2014, as amended (the "Asset Purchase Agreement"), was the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, the "Assigned Trademarks");

B. In accordance with that certain Asset Purchase Agreement, Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

Terms

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the mark is used and which is symbolized by the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from past, present and future infringement of the Assigned Trademarks, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Intentionally Left Blank—Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Dots, LLC

By:_____
Name: _____
Title: _____

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Dots, LLC

By: _____

Name: Jodi L Taylor

Title: Authorized Officer

112024.01604/22311956v.2

Schedule 1

Trademark Registrations and Applications:

Mark	Country	App. No. or Reg. No.	Date Filed or Date Registered
DOTS	United States	Reg: 2568849	Reg:5/14/2002
DOTS	United States	Reg: 2948673	Reg: 5/10/2005
DOTS	United States	Reg: 4101870	Reg: 2/21/2012
DOTS	Canada	Reg: TMA 691638	Reg: 7/9/2007
dots	United States	Reg: 1502671	Reg: 8/30/1988
dots	United States	Reg: 3569718	Reg: 2/03/2009
MKM	United States	Reg: 2051546	Reg: 4/08/1997
bobbi gee	United States	Reg: 1304293	Reg: 11/6/1984
BOBBI GEE	United States	Reg: 1304292	Reg: 11/6/1984
DOTS.COM	United States	Reg: 2768884	Reg: 9/30/2003
JOY TO THE GIRL	United States	Reg: 3163291	Reg: 10/24/2006
LOVE THE LOOKS. DOTS	United States	Reg: 3785217	Reg: 5/4/2010
DOTS LOVE THE LOOKS. LOVE THE PRICES	United States	Reg: 3785217	Reg: 5/4/2010
LADY D	United States	Reg: 4060777	Reg: 11/22/2011
SEXY IN BLACK	United States	Reg: 3846251	Reg: 9/7/2010
MY LOVE	United States	Reg: 4400375	Reg: 9/10/2013
BLOOM BY DOTS	United States	Reg: 4017263	Reg: 2/23/2011
STYLES & BEATS	United States	Reg: 4043237	Reg: 10/18/2011
DOTS DREAM CARD	United States	App: 85/874913 Reg: n/a	Filed: 10/13/2013 Reg: n/a
DOTS LUXE	United States	App: 85/714979 Reg: n/a	Filed: 8/28/2012 Reg: n/a
BLOOM BY DOTS	United States	App: 85/158365 Reg: n/a	Filed: 10/21/2010 Reg: n/a
DOTS LUXE	United States	App: 85/700934 Reg: n/a	Filed: 8/10/2012 Reg: n/a
DOTS LUXE	United States	App: 85/714986 Reg: n/a	Filed: 8/28/2012 Reg: n/a
FROST BY DOTS	United States	App: 85/316929 Reg: n/a	Filed: 5/10/2011 Reg: n/a
ROYAL BY DOTS	United States	App: 85/316927 Reg: n/a	Filed: 5/10/2011 Reg: n/a
SEXY IN BLACK	United States	App: 85/158363 Reg: n/a	Filed: 10/21/2010 Reg: n/a
SWIRL	United States	App: 85/158361 Reg: n/a	Filed: 10/21/2010 Reg: n/a
PASSION INK	United States	App: 85/577247 Reg: n/a	Filed: 3/22/2012 Reg: n/a
UNLOCKED	United States	App: 85/892084 Reg: n/a	Filed: 4/1/2013 Reg: n/a

DOTS FASHION	State of Florida (U.S.)	Reg: T09000000070	Filed: 2/4/2009