

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alloy Merchandise, LLC		06/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HRSH Aquisitions LLC		
Street Address:	50 West 23rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2229184	ALLOY	
Registration Number:	2892305	ALLOY	
Registration Number:	3851901	ALLOY	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<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:	2128012256		
Email:	schlossd@gtlaw.com, nytmdkt@gtlaw.com, nairm@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP/Daniel I. Schloss		
Address Line 1:	200 Park Ave.		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	153442.010100		
NAME OF SUBMITTER:	Daniel I. Schloss		
SIGNATURE:	/Daniel I. Schloss/		
DATE SIGNED:	08/14/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Alloy Merchandise, LLC, a Delaware limited liability company, having an address at 50 West 23rd Street, New York, New York 10010 ("Assignor"), is the owner of all right, title and interest in and to the trademark registrations set forth on Schedule A hereto which is incorporated herein by reference (the "Trademarks"); and

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement (the "IP Assignment") by and between Assignor and HRSH Acquisitions LLC, a New York limited liability company ("Assignee"), Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Trademarks, as of the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Assignor's right, title and interest, as of the Closing, in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the rights to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

ALLOY MERCHANDISE, LLC

By: Walter Killough
Name: Walter Killough
Title: CEO
Date: June 4, 2013

SCHEDULE A

TRADEMARKS

Registration No.	Mark	Current Owner
2229184	ALLOY	Alloy Merchandise, LLC
2892305	ALLOY	Alloy Merchandise, LLC
3851901	ALLOY	Alloy Merchandise, LLC