

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jason Wu		08/29/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	JWU LLC		
Street Address:	240 West 35th Street		
Internal Address:	11th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3851718	JASON WU	
Registration Number:	4380503	MISS WU	
Serial Number:	77900304	JASON WU	
Serial Number:	85573351	LITTLE WU	
Serial Number:	85573436	MR. WU	
CORRESPONDENCE DATA			
Fax Number:	2127045987		
<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:	212-704-6125		
Email:	karl.zielaznicki@troutmansanders.com		
Correspondent Name:	Troutman Sanders LLP		
Address Line 1:	405 Lexington Avenue		
Address Line 2:	c/o KMZ		
Address Line 4:	New York, NEW YORK 10174		
ATTORNEY DOCKET NUMBER:	034444.00071		
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.		
SIGNATURE:	/kmz/		
DATE SIGNED:	09/11/2014		

OP \$140.00 3851718

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 29, 2014, by and between Jason Wu, having a mailing address located at 240 West 35th Street, 11th Floor, New York, New York 10001 ("Assignor"), and JWU LLC, a New York limited liability company, having a mailing address located at 240 West 35th Street, 11th Floor, New York, New York 10001 ("Assignee").

WHEREAS, Assignor is the owner of trademark applications and registrations for certain trademarks and service marks containing or consisting of the names "JASON WU," "MISS WU," "MR. WU", "LITTLE WU" and "WU" and certain related marks, as more fully set forth on Exhibit A hereto and any variations thereof in whatever form or style and all related logos, stylizations and similar rights including, without limitation, any word, logo, or other designation with the Company Owned Personality Rights (as defined in the Services Agreement between Assignor and Assignee dated _____, 2014) so as to form a trademark, service mark, trade name or company name (the "Derivative Marks" and collectively, the "Trademarks").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire and accept, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

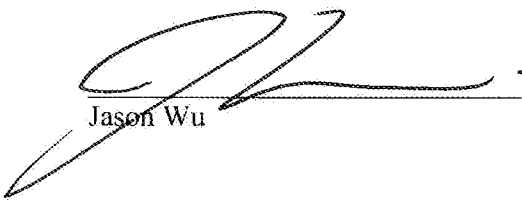
Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in and to the Trademarks including, without limitation, the applications and registrations set forth on Exhibit A hereto which is hereby incorporated herein by reference, together with the goodwill of the business associated with the Trademarks and which is symbolized by the Trademarks and including that portion of Assignor's business in connection with which Assignor had a *bona fide* intention to use the Trademarks, along with all causes of action for past, present, and future infringements or other unauthorized use of the Trademarks including, without limitation, the right to collect and retain any proceeds therefrom, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Each of the parties hereto shall execute, acknowledge and deliver such other documents and instruments and take such further actions as may be reasonably requested by the other party to carry out the provisions hereof and give effect to the transactions contemplated under this Assignment.

Except where U.S. Federal law applies, this Assignment shall be governed by and construed in accordance with the applicable laws pertaining in the State of New

York, without regard to its conflicts of law or choice of law provisions that defer to the substantive laws of another jurisdiction.

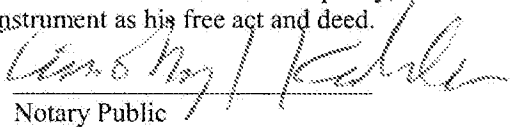
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date set forth above.


Jason Wu

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 29th day of August 2014, before me, Timothy I. Kahler, a Notary Public, personally appeared Jason Wu, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument he executed the instrument as his free act and deed.

TIMOTHY I. KAHLER
Notary Public, State of New York
No. 02KAB008819
Qualified in New York County
Commission Expires Nov. 12, 2014


Notary Public

ACCEPTED AND AGREED:

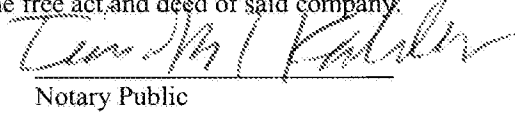
JWU LLC

By: 
Name: Jason Wu
Title: Managing Member

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 29th day of August 2014, before me, Timothy I. Kahler, a Notary Public, personally appeared Jason Wu, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JWU LLC, and who being by me duly sworn did depose and say that he is an authorized signatory of said company, that the said instrument was signed on behalf of said company as authorized in accordance with its applicable governing documents and applicable law and that he acknowledged said instrument to be the free act and deed of said company.

TIMOTHY I. KAHLER
Notary Public, State of New York
No. 02KAB008819
Qualified in New York County
Commission Expires Nov. 12, 2014


Notary Public

Signature Page to Trademark Assignment Agreement

EXHIBIT A

Trademark Registrations:

<u>Mark</u>	<u>Registration Number</u>	<u>Class</u>	<u>Country</u>	<u>Registration Date</u>
JASON WU	1,387,863	03, 09, 14, 18, 25	Australia	10/11/2010
MISS WU LOGO	1,388,098	03, 09, 14, 18, 25, 28	Australia	10/12/2010
JASON WU	830855840	25	Brazil	4/22/2014
JASON WU	830855890	18	Brazil	4/22/2014
JASON WU	830855858	14	Brazil	4/22/2014
JASON WU	830855955	09	Brazil	4/22/2014
JASON WU	7983028	03	China	1/28/2011
JASON WU	7983027	09	China	3/21/2011
JASON WU	7983026	14	China	2/14/2011
JASON WU	7983025	18	China	1/28/2011
MISS WU LOGO	8610015	03	China	9/21/2011
MISS WU LOGO	8610014	09	China	9/14/2011
MISS WU LOGO	8610019	14	China	9/14/2011
MISS WU LOGO	8610018	18	China	9/14/2011
MISS WU LOGO	8610016	28	China	9/14/2011
JASON WU	008333585	03, 18, 25	European Union	2/9/2011
JASON WU	008787772	09, 14, 28	European Union	12/30/2009
MISS WU	010543403	18, 25	European Union	6/1/2012
MISS WU LOGO	009336637	03, 09, 14, 18, 25, 28	European Union	2/4/2011
JASON WU	301515726	03, 09, 14, 18, 25	Hong Kong	1/5/2010
MISS WU LOGO	301698139	03, 09, 14, 18, 25, 28	Hong Kong	8/25/2010
JASON WU	5279845	25	Japan	11/13/2009
JASON WU	5350203	03, 09, 14, 18	Japan	9/3/2010

<u>Mark</u>	<u>Registration Number</u>	<u>Class</u>	<u>Country</u>	<u>Registration Date</u>
MISS WU	5494885	18, 25	Japan	5/18/2012
MISS WU LOGO	5383100	03, 09, 14, 18, 25, 28	Japan	1/14/2011
W STYLIZED	4991647	25, 28	Japan	9/29/2006
JASON WU	460476	03, 09, 14, 18, 25	Russia	4/25/2012
MISS WU LOGO	460477	03, 09, 14, 18, 25, 28	Russia	4/25/2012
JASON WU	T1200437Z	03, 09, 14, 18, 25	Singapore	9/28/2012
JASON WU	40-993146	03, 09, 14, 18, 25	South Korea	9/4/2013
JASON WU	40-965596	18	South Korea	4/23/2013
JASON WU	40-1002891	25	South Korea	10/23/2013
MISS WU LOGO	40-889901	03, 09, 14, 18, 25, 28	South Korea	11/14/2011
JASON WU	1451057	03, 09, 14, 18, 25	Taiwan	1/16/2011
MISS WU LOGO	1456261	03, 09, 14, 18, 25, 28	Taiwan	3/16/2011
JASON WU	3,851,718	25	United States	9/21/2010
MISS WU (STYLIZED)	4,380,503	25	United States	8/6/2013

Trademark Applications:

<u>Mark</u>	<u>Application Number</u>	<u>Class</u>	<u>Country</u>	<u>Filed Date</u>
JASON WU	830855866	03	Brazil	11/26/2010
JASON WU	1,595,131		Canada	9/20/2012
JASON WU	7494075	25	China	7/14/2009
MISS WU	10411336	18	China	1/11/2012
MISS WU	10411335	25	China	1/11/2012
MISS WU	302135646	18, 25	Hong Kong	1/11/2012
JASON WU	200743	03	Saudi Arabia	8/29/2013
JASON WU	200744	18	Saudi Arabia	8/29/2013
JASON WU	200745	25	Saudi Arabia	8/29/2013
JASON WU	200326	03	United Arab Emr	11/4/2013
JASON WU	200327	10	United Arab	11/4/2013

<u>Mark</u>	<u>Application Number</u>	<u>Class</u>	<u>Country</u>	<u>Filed Date</u>
			Emr	
JASON WU	200328	25	United Arab Emr	11/4/2013
JASON WU	77/900,304	09, 18	United States	12/23/2009
LITTLE WU	85/573,351	25	United States	3/19/2012
MR. WU	85/573,436	18,25	United States	3/19/2012