

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huepoint, Inc.		12/01/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Henry Doneger Associates, Inc.		
Street Address:	463 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86445299	HUEPOINT	
Serial Number:	86445342	HUEPOINT COLOR	
Serial Number:	86451426	HUEPOINT BASE COLOR THE ESSENTIAL NEUTRA	
Serial Number:	86456839	HUEPOINT JR.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	718-395-4008		
Email:	jason@jasonsanderslaw.com		
Correspondent Name:	Jason D. Sanders		
Address Line 1:	84 Woodhull Street, 1st Fl.		
Address Line 4:	Brooklyn, NEW YORK 11231		
ATTORNEY DOCKET NUMBER:	2014-108		
NAME OF SUBMITTER:	Jason D. Sanders		
SIGNATURE:	/Jason D. Sanders/		
DATE SIGNED:	12/02/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 1, 2014, is made by each of Huepoint, Inc., a New York corporation ("**Seller**"), located at 39 West 37th Street, 18th Floor, New York, New York 10018, Alexandra Kelley, an individual residing at 81 Warren Street, No. 4, New York, New York 10007, and Amy Carden Aspland, an individual residing at 500 East 85th Street, Apt 3D, New York, New York 10028 (collectively, the "**Principals**"), in favor of Henry Doneger Associates, Inc., a New York corporation ("**Buyer**"), located at 463 Seventh Avenue, New York, New York 10018, in connection with the purchase of substantially all of the assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of December 1, 2014 between the parties (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller and the Principals have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller and/or the Principals, and have agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the consummation of the transactions contemplated by the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and the Principals hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of Seller's and the Principals' right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks on the Schedules hereto, including the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, the transfer of such registrations and applications accompanies, pursuant to the Purchase Agreement, the transfer of that portion of the business to which the trademarks pertain, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller and/or the Principals accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller and the Principals authorize the Commissioner for Trademarks and any other governmental officials in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Seller and the Principals shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, indemnities and disclaimers relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and disclaimers contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

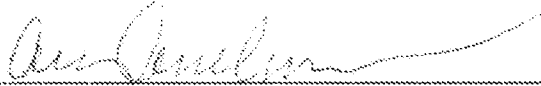
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

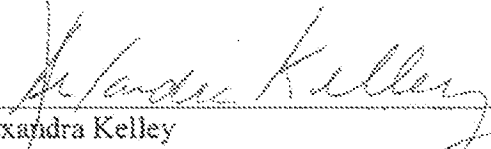
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

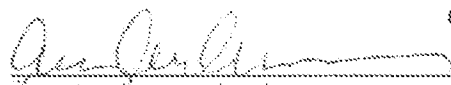
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the date first above written.

HUEPOINT, INC.

By: 
Amy Carden Aspland
President


Alexandra Kelley


Amy Carden Aspland

HENRY DONEGER ASSOCIATES, INC.

By: _____
Abbey Doneger
President

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the date first above written.


HUEPOINT, INC.

By: _____
Amy Carden Aspland
President

Alexandra Kelley

Amy Carden Aspland

HENRY DONEGER ASSOCIATES, INC.

By:  _____
Abbey Doneger
President

Trademark Registrations and Trademark Applications

Mark	Description of Goods and/or Services	Classes	Filing Basis	First Use In Commerce Date	Serial Number	Registration Number
Huepoint	Yarn	023	1(a)	01/01/1984	86445299	
Huepoint Color	Color Trend Forecasting	045	1(a)	01/01/1994	86445342	
Huepoint Base Color The Essential Neutrals	Color Trend Forecasting	045	1(a)	01/01/1994	86451426	
Huepoint Jr.	Color Trend Forecasting	045	1(a)	01/01/1994	86456839	