

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Adoni Group, Inc.		01/23/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Made in Midtown, Inc.		
Street Address:	247 West 38th Street		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85449516	MODERN VICE	
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:	516-647-6009		
Email:	max@modernvice.com		
Correspondent Name:	Maximillian S. Verrelli		
Address Line 1:	250 East 54th Street		
Address Line 2:	17F		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Maximillian S. Verrelli		
SIGNATURE:	/Maximillian S. Verrelli/		
DATE SIGNED:	05/27/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

WHEREAS, the Parties have previously entered into that certain Asset Purchase Agreement dated as of January 23, 2015 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor desires to sell, transfer, assign and deliver the Trademark to Buyer as part of the Agreement.

The Assignor and the Buyer hereby agree as follows:

1. Assignor has recorded the Trademark with the United States Patent and Trademark Office (the "PTO") and with certain foreign trademark offices. The date of registration(s) of the Trademark and the registration number of the Trademark are contained in the Trademark Schedule to the Trademark Security Agreement executed contemporaneously herewith.

2. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and delivers unto Buyer, effective as of the date hereof, all right title and interest in and to the Trademark and the PTO and foreign registrations therefore, together with the goodwill of the business symbolized by such Trademark, as well as all right to damages or profits due or accrued, arising out of past infringements of the Trademark or injury to said goodwill and the right to sue for and recover the same in the Buyer's own name.

3. Assignor has adopted and used the Trademark since at least October 18, 2011 in connection with International Class 018 (U.S. Classes 001, 002, 003, 022, and 041) and International Class 025 (U.S. Classes 022 and 039), is the sole owner of the Trademark, and has the right to sell the Trademark to the Buyer.

4. The consideration of this assignment and conveyance is included in the Purchase Price under the Agreement, receipt of which is hereby acknowledged, with the sole exception of the Deferred Payments.

5. Assignor will execute and furnish Buyer all other documents and perform all other acts necessary to accomplish a valid and lawful assignment of the Trademark.

6. Assignor will immediately discontinue all use of the Trademark. Assignor will not adopt or use any mark or name similar to the Trademark or which tends to dilute the Trademark's distinctiveness.

7. Neither party shall publicize the fact of or the terms of this Agreement.

8. This Agreement will be binding upon and inure to the benefit of the parties, their successors, assigns, and affiliated and related companies.


9. Notwithstanding anything to the contrary contained herein, the rights granted by Assignor to Buyer hereunder shall be subject to the terms and conditions of that certain

Trademark Security Agreement executed by and between the parties contemporaneously herewith.

IN WITNESS WHEREOF the parties have executed this Assignment as of January 23, 2015.

ASSIGNOR:

The Adoni Group Inc.

By: 
Name: Marilyn Simon
Title: Chief Restructuring Officer

BUYER:

Made in Midtown, Inc.


By: 
Name: Jordan Adoni
Title: President

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Classes</u>
MODERN VICE	85/449,516	October 18, 2011	IC 018. US 001 002 003 022 041 IC 025. US 022 039

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS