

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Karmaloop, Inc.		06/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ComCap Acquisition LLC		
Street Address:	334 Boylston Street		
Internal Address:	Suite 500		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4569584	AGES	
Registration Number:	4165982	BOYLSTON TRADING COMPANY	
Registration Number:	4200016	BRICK HARBOR	
Registration Number:	4491370	GLOBALOOP	
Registration Number:	4508256	GURU POWERED BY KARMALOOOP	
Registration Number:	3854201	JUNGLELIFE	
Registration Number:	4309158	KARMALOOOP	
Registration Number:	3408653	KARMALOOOP	
Registration Number:	4309157	KARMA LOOP	
Registration Number:	4158288	KARMALOOOP TV	
Registration Number:	4101253	KAZBAH	
Registration Number:	4099263	KLOTHING LIBERATION PROJECT	
Registration Number:	4099262	KLP	
Registration Number:	4313103	MISS KL	
Registration Number:	4146821	MONARK	
Registration Number:	4146823	MONARK KARMALOOOP ELITE	
Registration Number:	3174142	O	
Registration Number:	3174143	ORISUE	

OP \$765.00 4569584

Property Type	Number	Word Mark
Registration Number:	4309155	PLNDR
Registration Number:	3955930	PLNDR
Registration Number:	4448811	SHOP. PARTY. PLAY.
Registration Number:	3402431	SONS OF LIBERTY
Registration Number:	4415218	SPOOL & THREAD
Registration Number:	3817839	STREETAMMO
Registration Number:	4091647	THE DAILY LOOP
Registration Number:	4091649	THE KELLY SHOW
Serial Number:	85966568	KLOOP
Serial Number:	85540387	MISS KL
Serial Number:	86286239	SONS OF LIBERTY
Serial Number:	86321166	SONS OF LIBERTY

CORRESPONDENCE DATA

Fax Number: 3128637477

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: 312.201.3977

Email: tmapps@goldbergkohn.com

Correspondent Name: Oscar L. Alcantara

Address Line 1: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6913.021 COMVEST/KARMALOO

NAME OF SUBMITTER: Oscar L. Alcantara

SIGNATURE: /Oscar L. Alcantara/

DATE SIGNED: 06/10/2015

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made effective as of the 5th day of June, 2015 between Karmaloop, Inc., a Delaware corporation and KarmaloopTV, Inc., a Delaware corporation (collectively, "Assignors") in favor of ComCap Acquisition LLC, a Delaware limited liability company acting as designee of the Original Buyer (as defined below) under the Purchase Agreement (as defined below) ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement dated June 5, 2015 between Comvest Capital II, L.P., acting as agent for the lenders under the Pre-Petition Financing and as agent for the lenders under the DIP Financing (the "Original Buyer") and Assignors (the "Purchase Agreement").

WHEREAS, Assignors, respectively, are the sole and exclusive owner of the trademarks and service marks set forth on Exhibit A attached hereto, together with any common law rights in such marks and the goodwill associated therewith (the "Trademarks"), and

WHEREAS, Assignors agreed to assign certain of its intellectual property assets, including, without limitation the Trademarks, to Original Buyer or its designee pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby assign, grant and convey to Assignee and its successors and assigns:

1. All right, title and interest of Assignors, throughout the world, in and to the Trademarks, together with the goodwill of the Business associated with the use of and symbolized by the Trademarks, and any and all applications (including both use and intent-to-use applications) and issued registrations with respect to the same, and the right to sue, recover damages and bring action for any and all infringements and unauthorized uses of the Trademarks. In the event that any of the Assignors or the Assignee becomes aware after the date hereof of any intellectual property assets owned by any of the Assignors that would, if properly scheduled, have been considered Trademarks as of the date hereof, then Assignee shall be entitled to add such items to Exhibit A and such items shall be deemed to be "Trademarks" hereunder for all purposes of this Assignment; and

2. All right, title, and interest of Assignors, throughout the world, in and to any other trademarks and service marks utilized in connection with products and/or services manufactured, marketed, distributed and/or sold by and/or on behalf of Assignors in connection with the Business, if any, whether or not registered, together with the goodwill of the Business associated with the use of and symbolized by such marks and names, any associated registrations of such marks and names, and the right to sue and bring action for any and all infringements and unauthorized uses of such marks and names.

Assignors will, upon request of Assignee, execute any other documents or take any other actions or steps which may be reasonably necessary or reasonably requested by

Assignee to perfect in Assignee the rights, title and interest herein conveyed in the United States or in any other country.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and applicable United States federal law. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]


IN TESTIMONY WHEREOF, each party has executed this Assignment of Trademarks on the day and year first above written.


ASSIGNORS:

SEAL

KARMALOOP, INC.

Attest:

By: 
Title: Chief Executive Officer


By: 
Title: CEO

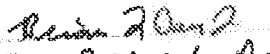
Date: _____, 2015 06/04/15

SEAL

KARMALOOPTV, INC.

Attest:

By: 
Title: Chief Executive Officer

By: 
Title: CEO

Date: _____, 2015 06/04/15

ASSIGNEE:

COMCAP ACQUISITION LLC

SEAL

Attest:

By: _____
Title: _____

By: _____
Title: _____

Date: _____, 2015

IN TESTIMONY WHEREOF, each party has executed this Assignment of Trademarks on the day and year first above written.

ASSIGNORS:

SEAL

KARMALOOP, INC.

Attest:

By: _____
Title: _____

By: _____
Title: _____

Date: _____, 2015

SEAL

KARMALOOPTV, INC.

Attest:

By: _____
Title: _____

By: _____
Title: _____

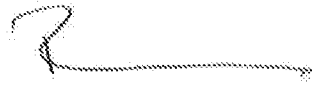
Date: _____, 2015

ASSIGNEE:

SEAL

COMCAP ACQUISITION LLC

Attest:



By: _____
Title: _____

By: Robert O'Sullivan
Title: President

Date: June 5, 2015

Exhibit A

Trademarks and Service Marks

Trademark	Status	Country	App. No.	App. Date	Reg No.	Reg. Date	Owner
AGES	Registered	United States of America	85/938,460	21-May-2013	4569584	15-Jul-2014	Karmaloop, Inc.
BOYLSTON TRADING COMPANY	Registered	European Community	10780005	02-Apr-2012	10780005	01-Oct-2012	Karmaloop, Inc.
BOYLSTON TRADING COMPANY	Registered	United States of America	85/213,804	10-Jan-2011	4165982	26-Jun-2012	Karmaloop, Inc.
BRICK HARBOR	Registered	Australia	1482208	26-Mar-2012	1482208	26-Mar-2012	Karmaloop, Inc.
BRICK HARBOR	Registered	Canada	1566031	27-Feb-2012	TMA868,044	30-Dec-2013	Karmaloop, Inc.
BRICK HARBOR	Registered	China (People's Republic)	10725998	05-Apr-2012	10725998	07-Jul-2013	Karmaloop, Inc.
BRICK HARBOR	Registered	European Community	10654937	17-Feb-2012	10654937	13-Jul-2012	Karmaloop, Inc.
BRICK HARBOR	Registered	Korea, Republic of	4520120001582	29-Mar-2012	4500447680000	13-May-2013	Karmaloop, Inc.
BRICK HARBOR	Registered	United States of America	85/437,381	03-Oct-2011	4200016	28-Aug-2012	Karmaloop, Inc.
BRICK HARBOR (STYLIZED)	Registered	China (People's Republic)	10726002	05-Apr-2012	10726002	07-Jul-2013	Karmaloop, Inc.
BRICK HARBOR (STYLIZED)	Registered	China (People's Republic)	10726001	05-Apr-2012	10726001	07-Jul-2013	Karmaloop, Inc.
BRICK HARBOR (STYLIZED)	Registered	China (People's Republic)	10726000	05-Apr-2012	10726000	07-Jul-2013	Karmaloop, Inc.
BRICK HARBOR (STYLIZED)	Registered	China (People's Republic)	10725999	05-Apr-2012	10725999	07-Jul-2013	Karmaloop, Inc.
GLOBALOOP	Registered	United States of America	85/019,301	21-Apr-2010	4491370	04-Mar-2014	Karmaloop, Inc.
GURU POWERED BY KARMALOOP	Registered	United States of America	86/010,185	15-Jul-2013	4508256	01-Apr-2014	Karmaloop, Inc.
JUNGLELIFE	Registered	United States of America	77/370,317	13-Jan-2008	3854201	28-Sep-2010	Karmaloop, Inc.
KARMALOOP	Registered	Australia	1243138	04-Jan-2008	1243138	04-Jan-2008	Karmaloop, Inc.
KARMALOOP	Registered	Australia	1543682	28-Feb-2013	1543682	28-Feb-2013	Karmaloop, Inc.
KARMALOOP	Registered	Brazil	830.587.730	22-Apr-2010	830.587.730	25-May-2014	Karmaloop, Inc.
KARMALOOP	Registered	Canada	1378029	04-Jan-2008	TMA766,217	10-May-2010	Karmaloop, Inc.
KARMALOOP	Registered	China (People's Republic)	12190511	25-Feb-2013	12190511	07-Aug-2014	Karmaloop, Inc.
KARMALOOP	Registered	China (People's Republic)	7710217	21-Sep-2009	7710217	28-Nov-2010	Karmaloop, Inc.

Trademark	Status	Country	App. No.	App. Date	Reg No.	Reg. Date	Owner
		Republic)					
KARMALoop	Registered	China (People's Republic)	7710214	21-Sep- 2009	7710214	07-Jan-2011	Karmaloop, Inc.
KARMALoop	Registered	China (People's Republic)	7710216	21-Sep- 2009	7710216	21-Jun-2011	Karmaloop, Inc.
KARMALoop	Registered	China (People's Republic)	7710215	21-Sep- 2009	7710215	21-Jun-2011	Karmaloop, Inc.
KARMALoop	Registered	European Community	11590916	20-Feb- 2013	11590916	17-Jul-2013	Karmaloop, Inc.
KARMALoop	Registered	Hong Kong	302127311	30-Dec- 2011	302127311	30-Dec-2011	Karmaloop, Inc.
KARMALoop	Registered	Int'l Registration - Madrid Protocol Only	961601	04-Jan- 2008	961601	04-Jan-2008	Karmaloop, Inc.
KARMALoop	Registered	Korea, Republic of	4020130012 760	28-Feb- 2013	400997427 0000	27-Sep-2013	Karmaloop, Inc.
KARMALoop	Registered	United States of America	85/716,688	30-Aug- 2012	4309158	26-Mar-2013	Karmaloop, Inc.
KARMALoop	Registered	United States of America	77/243,738	31-Jul-2007	3408653	08-Apr-2008	Karmaloop, Inc.
KARMALoop (STYLIZED)	Registered	Australia	1543672	28-Feb- 2013	1543672	28-Feb-2013	Karmaloop, Inc.
KARMALoop (STYLIZED)	Registered	China (People's Republic)	12190509	25-Feb- 2013	12190509	07-Aug-2014	Karmaloop, Inc.
KARMALoop (STYLIZED)	Registered	China (People's Republic)	12194711	26-Feb- 2013	12194711	07-Aug-2014	Karmaloop, Inc.
KARMALoop (STYLIZED)	Registered	European Community	11590874	20-Feb- 2013	11590874	19-Aug-2013	Karmaloop, Inc.
KARMALoop (STYLIZED)	Registered	Korea, Republic of	4520130001 105	28-Feb- 2013	450051131 000	16-Sep-2014	Karmaloop, Inc.
KARMALoop (STYLIZED)	Registered	United States of America	85/716,687	30-Aug- 2012	4309157	26-Mar-2013	Karmaloop, Inc.
KARMALoop TV	Registered	United States of America	85/017,905	20-Apr- 2010	4158288	12-Jun-2012	Karmaloop, Inc.
KAZBAH	Registered	European Community	10100477	06-Jul-2011	10100477	09-Dec-2011	Karmaloop, Inc.
KAZBAH	Registered	United States of America	85/226,944	26-Jan- 2011	4101253	21-Feb-2012	Karmaloop, Inc.
KLOOP (STYLIZED AND/OR WITH DESIGN)	Registered	United States of America	85/716,687	30-Aug- 2012	4309157	23-Mar-2013	Karmaloop, Inc.
KLOTHING LIBERATION PROJECT	Registered	United States of America	77/432,462	26-Mar- 2008	4099263	14-Feb-2012	Karmaloop, Inc.
KLP	Registered	United States of America	77/432,454	26-Mar- 2008	4099262	14-Feb-2012	Karmaloop, Inc.
MISS KL	Registered	Australia	1488964	03-May- 2012	1488964	02-Feb-2015	Karmaloop, Inc.
MISS KL	Registered	China (People's Republic)	11051233	11-Jun- 2012	11051233	21-Oct-2013	Karmaloop, Inc.

Trademark	Status	Country	App. No.	App. Date	Reg No.	Reg. Date	Owner
MISS KL	Registered	China (People's Republic)	11051232	11-Jun-2012	11051232	21-Oct-2013	Karmaloop, Inc.
MISS KL	Registered	China (People's Republic)	11051231	11-Jun-2012	11051231	21-Oct-2013	Karmaloop, Inc.
MISS KL	Registered	China (People's Republic)	11051230	11-Jun-2012	11051230	21-Oct-2013	Karmaloop, Inc.
MISS KL	Registered	China (People's Republic)	11042053	08-Jun-2012	11042053	21-Mar-2014	Karmaloop, Inc.
MISS KL	Registered	European Community	11591013	20-Feb-2013	11591013	08-Feb-2015	Karmaloop, Inc.
MISS KL	Registered	European Community	10773679	30-Mar-2012	10773679	30-Aug-2012	Karmaloop, Inc.
MISS KL	Registered	Korea, Republic of	4020120029 520	07-May-2012	400959636 0000	20-Mar-2013	Karmaloop, Inc.
MISS KL	Registered	Korea, Republic of	4120120015 604	07-May-2012	410269978 0000	02-Oct-2013	Karmaloop, Inc.
MISS KL	Registered	Korea, Republic of	4020130012 759	28-Feb-2013	401017012 0000	10-Jan-2014	Karmaloop, Inc.
MISS KL	Registered	United States of America	85/715,622	29-Aug-2012	4313103	02-Apr-2013	Karmaloop, Inc.
MONARK	Registered	United States of America	85/498,892	19-Dec-2011	4146821	22-May-2012	Karmaloop, Inc.
MONARK KARMALOOP ELITE	Registered	European Community	10848761	30-Apr-2012	10848761	25-Sep-2012	Karmaloop, Inc.
MONARK KARMALOOP ELITE	Registered	United States of America	85/498,898	19-Dec-2011	4146823	22-May-2012	Karmaloop, Inc.
O (STYLIZED AND/OR WITH DESIGN)	Registered	United States of America	78/793,033	17-Jan-2006	3174142	21-Nov-2006	Karmaloop, Inc.
ORISUE	Registered	Australia	1236686	12-Mar-2008	957977	12-Mar-2008	Karmaloop, Inc.
ORISUE	Registered	Canada	1338217	05-Mar-2007	TMA711,61 6	11-Apr-2008	Karmaloop, Inc.
ORISUE	Registered	Int'l Registration - Madrid Protocol Only	957977	12-Mar-2008	957977	12-Mar-2008	Karmaloop, Inc.
ORISUE	Registered	United States of America	78/793,053	17-Jan-2006	3174143	21-Nov-2006	Karmaloop, Inc.
PLNDR	Registered	Australia	1388724	14-Oct-2010	1388724	14-Oct-2010	Karmaloop, Inc.
PLNDR	Registered	Australia	1543724	28-Feb-2013	1543724	28-Feb-2013	Karmaloop, Inc.
PLNDR	Registered	Canada	1497725	29-Sep-2010	TMA856,31 3	26-Jul-2013	Karmaloop, Inc.
PLNDR	Registered	China (People's Republic)	12190510	25-Feb-2013	12190510	07-Aug-2014	Karmaloop, Inc.
PLNDR	Registered	China (People's Republic)	8740586	14-Oct-2010	8740586	07-Jun-2012	Karmaloop, Inc.
PLNDR	Registered	China	8740590	14-Oct-	8740590	28-Oct-2011	Karmaloop,

Trademark	Status	Country	App. No.	App. Date	Reg No.	Reg. Date	Owner
		(People's Republic)		2010			Inc.
PLNDR	Registered	China (People's Republic)	8740587		8740587	28-Jan-2012	Karmaloop, Inc.
PLNDR	Registered	European Community	9400375	24-Sep-2010	9400375	06-Mar-2011	Karmaloop, Inc.
PLNDR	Registered	European Community	11591054	20-Feb-2013	11591054	17-Jul-2013	Karmaloop, Inc.
PLNDR	Registered	Korea, Republic of	4020130012758	28-Feb-2013	4009914530000	28-Aug-2013	Karmaloop, Inc.
PLNDR	Registered	Korea, Republic of	4520100004283	08-Oct-2010	4500375810000	21-Dec-2011	Karmaloop, Inc.
PLNDR	Registered	United States of America	85/715,625	29-Aug-2012	4309155	26-Mar-2013	Karmaloop, Inc.
PLNDR	Registered	United States of America	85/016,075	16-Apr-2010	3955930	03-May-2011	Karmaloop, Inc.
SHOP. PARTY. PLAY	Registered	Australia	1543690	28-Feb-2013	1543690	28-Feb-2013	Karmaloop, Inc.
SHOP. PARTY. PLAY	Registered	European Community	11590973	20-Feb-2013	11590973	19-Aug-2013	Karmaloop, Inc.
SHOP. PARTY. PLAY	Registered	Korea, Republic of	4120130007610	28-Feb-2013	4102871320000	29-Apr-2014	Karmaloop, Inc.
SHOP. PARTY. PLAY	Registered	United States of America	85/715,709	29-Aug-2012	4448811	10-Dec-2013	Karmaloop, Inc.
SONS OF LIBERTY	Registered	United States of America	77/020,105	12-Oct-2006	3402431	25-Mar-2008	Karmaloop, Inc.
SPOOL & THREAD	Registered	United States of America	85/285,973	04-Apr-2011	4415218	08-Oct-2013	Karmaloop, Inc.
STREETAMMO	Registered	European Community	10539674	04-Jan-2012	10539674	01-Jun-2012	Karmaloop, Inc.
STREETAMMO	Registered	United States of America	77/882,678	30-Nov-2009	3817839	13-Jul-2010	Karmaloop, Inc.
THE DAILY LOOP	Registered	United States of America	85/018,739	20-Apr-2010	4091647	24-Jan-2012	Karmaloop, Inc.
THE KELLY SHOW	Registered	United States of America	85/019,540	21-Apr-2010	4091649	24-Jan-2012	Karmaloop, Inc.

1. Karmaloop has the following trademark applications pending:

Trademark	Status	Country	App. No.	App. Date	Owner
KARMALOOP (STYLIZED)	Opposed	Hong Kong	302127320	30-Dec-2011	Karmaloop, Inc.
PLNDR	Opposed	Brazil	830.794.310	30-Sep-2010	Karmaloop, Inc.
BRICK HARBOR	Pending	Brazil	840.149.530	04-Jun-2012	Karmaloop, Inc.
BRICK HARBOR	Pending	Brazil	840.074.956	29-Mar-2012	Karmaloop, Inc.

Trademark	Status	Country	App. No.	App. Date	Owner
BRICK HARBOR	Pending	Brazil	840.074.964	29-Mar-2012	Karmaloop, Inc.
KARMALoop	Pending	Brazil	840.431.384	26-Feb-2013	Karmaloop, Inc.
KARMALoop	Pending	Canada	1614559	18-Feb-2013	Karmaloop, Inc.
KARMALoop	Pending	Russian Federation	2013742026		Karmaloop, Inc.
KARMALoop (STYLIZED)	Pending	Brazil	840.431.376	26-Feb-2013	Karmaloop, Inc.
KARMALoop (STYLIZED)	Pending	Brazil	840.431.562	26-Feb-2013	Karmaloop, Inc.
KARMALoop (STYLIZED)	Pending	Canada	1614560	18-Feb-2013	Karmaloop, Inc.
KLoop	Pending	United States of America	85/966,568	21-Jun-2013	Karmaloop, Inc.
MISS KL	Pending	Australia	1543713	28-Feb-2013	Karmaloop, Inc.
MISS KL	Pending	Brazil	840.431.422	26-Feb-2013	Karmaloop, Inc.
MISS KL	Pending	Brazil	840.154.488	06-Jun-2012	Karmaloop, Inc.
MISS KL	Pending	Brazil	840.154.402	06-Jun-2012	Karmaloop, Inc.
MISS KL	Pending	Brazil	840.154.445	06-Jun-2012	Karmaloop, Inc.
MISS KL	Pending	Brazil	840.154.470	06-Jun-2012	Karmaloop, Inc.
MISS KL	Pending	Canada	1567785	08-Mar-2012	Karmaloop, Inc.
MISS KL	Pending	Canada	1614565	18-Feb-2013	Karmaloop, Inc.

Trademark	Status	Country	App. No.	App. Date	Owner
MISS KL	Pending	United States of America	85/540,387	11-Feb-2012	Karmaloop, Inc.
PLNDR	Pending	Brazil	840.431.449	26-Feb-2013	Karmaloop, Inc.
PLNDR	Pending	Canada	1614563	18-Feb-2013	Karmaloop, Inc.
PLNDR	Pending	China (People's Republic)	8740588	14-Oct-2010	Karmaloop, Inc.
PLNDR	Pending	China (People's Republic)	8740589	14-Oct-2010	Karmaloop, Inc.
SHOP. PARTY. PLAY	Pending	Brazil	840.431.414	26-Feb-2013	Karmaloop, Inc.
SHOP. PARTY. PLAY	Pending	Canada	1614561	18-Feb-2013	Karmaloop, Inc.
SHOPPARTYPLAY	Pending	China (People's Republic)	12194710	26-Feb-2013	Karmaloop, Inc.
SONS OF LIBERTY	Pending	United States of America	86/286,239	20-May-2014	Karmaloop, Inc.
SONS OF LIBERTY (W/DESIGN)	Pending	United States of America	86/321,166	26-Jun-2014	Karmaloop, Inc.