

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
2 Chix, Inc.		07/09/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adam Tala, Inc.		
<b>Street Address:</b>	1031 S Broadway, Suite 1101		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90015		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3449440	HAUTE MAMA.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108267474		
<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>			
<b>Phone:</b>	310.826.7474		
<b>Email:</b>	ilee@raklaw.com		
<b>Correspondent Name:</b>	Irene Y. Lee		
<b>Address Line 1:</b>	12424 Wilshire Blvd., Suite 1200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025		
<b>NAME OF SUBMITTER:</b>	Irene Y. Lee		
<b>SIGNATURE:</b>	/Irene Y. Lee/		
<b>DATE SIGNED:</b>	07/14/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of July 9, 2015 by and between 2 Chix, Inc., a Californian corporation, having a place of business in Los Angeles, California 90064 ("Assignor") and Adam Tala, Inc., a Californian corporation, having a place of business in Los Angeles, California 90014 ("Assignee").

### RECITALS

WHEREAS, the Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and trade names listed in Schedule "A" attached hereto and their respective applications, registrations therefor and the goodwill appertaining thereto (hereinafter the "Marks");

WHEREAS, the Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks and any registration therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

### AGREEMENT

1. **Assignment.** NOW THEREFORE, for good and valuable consideration, including payment of \_\_\_\_\_, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, Assignor's entire right, title and interest in and to the Marks and the registrations therefor, together with: (1) the goodwill of the business appertaining thereto; (2) all income, royalties, damages and any other monetary benefits due or payable to Assignor with respect to any of the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of any of the Marks; (3) all rights to sue for past, present and future infringements or misappropriations of any of the Marks; and (4) any and all privileges and immunities concerning the Marks, including without limitation any and all attorney-client privilege and attorney work product immunity concerning the Marks.

2. **Representations and Warranties of Assignor.** Assignor makes the following material representations and warranties upon which Assignee relies in entering into this Agreement:

2.1 The execution and the delivery of this Agreement by Assignor and the performance and consummation of the transactions contemplated hereunder by Assignor will not (i) breach any law or order to which Assignor is subject or any provision of any of Assignor's organizational documents, (ii) breach any contract, order, or permit to which Assignor is a party or by which Assignor is bound or to which any of the Marks is subject, or (iii) require any consent of any third party or governmental or regulatory entity.

2.2 Assignor is the sole and exclusive owner of the Marks, and has not assigned, sold, licensed, pledged or otherwise transferred any rights or created any security interest in any of the Marks, or otherwise encumbered, diminished or impaired its rights in and to any of the Marks.

2.3 There have been no actions, claims, proceedings or investigations pending or threatened against or involving any of the Marks or Assignor's ownership therein.

2.4 Assignor first used the Marks in commerce in connection with clothing, namely, shirts and tank tops (the "Goods") at least as early as July 20, 2004.

2.5 Assignor has used the Marks in commerce in connection with all of the Goods continuously since July 20, 2004.

2.5 The Assignor never intended to abandon its rights to the Marks.

### 3. Covenants

3.1 **Perfection.** Assignor shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation as may reasonably be required, and shall take such other action as is deemed necessary or advisable by Assignee, its successors, assigns or other legal representative with regard to the Marks, including without limitation the giving of testimony, live or in writing, to more effectively transfer, convey and assign to Assignee all of Assignor's right, title and interest in the Marks, to confirm such sale, transfer, conveyance and assignment by Assignor to Assignee, and to perfect, affirm, record and maintain the title of Assignee, its successors, assigns or other legal representatives in and to the Marks. Assignor further agrees to execute all documents, papers, forms and authorizations and take all other actions that may be necessary for effecting the complete transfer of the Marks to the Assignee.

3.2 **Further Assurances.** In case any further action is necessary to carry out the purposes of this Agreement, each party will take such further action (including executing and delivering such further instruments and documents) as any other party reasonably may request, all at the requesting party's sole cost and expense.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**ASSIGNOR: 2 Chix, Inc.**

**ASSIGNEE: Adam Tala, Inc.**

By: \_\_\_\_\_  
Name: Natasha Koudsi  
Title: President

By: \_\_\_\_\_  
Name: Moshe Tala  
Title: President

or by which Assignor is bound or to which any of the Marks is subject, or (iii) require any consent of any third party or governmental or regulatory entity.

2.2 Assignor is the sole and exclusive owner of the Marks, and has not assigned, sold, licensed, pledged or otherwise transferred any rights or created any security interest in any of the Marks, or otherwise encumbered, diminished or impaired its rights in and to any of the Marks.

2.3 There have been no actions, claims, proceedings or investigations pending or threatened against or involving any of the Marks or Assignor's ownership therein.

2.4 Assignor first used the Marks in commerce in connection with clothing, namely, shirts and tank tops (the "Goods") at least as early as July 20, 2004.

2.5 Assignor has used the Marks in commerce in connection with all of the Goods continuously since July 20, 2004.

2.6 The Assignor never intended to abandon its rights to the Marks.

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ASSIGNOR: 2 Chix, Inc.

ASSIGNEE: Adam Tala, Inc.



Schedule A

Mark	Territory	Reg. No.	Reg. Date	Serial No.	Filed	Class(es)
HAUTE MAMA.	US	3,449,440	June 17, 2008 (Cancelled as of Jan. 23, 2015)	78/699,836	Aug. 24, 2005	Clothing, namely, shirts and tank tops, but excluding perspiration wicking and absorption lingerie and comfort wear in Int'l Class 25