

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM361885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dualstar Entertainment Group, LLC		10/30/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Elizabeth and James Holdings, LLC		
Street Address:	609 Greenwich Street, 3/F		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85244132	ELIZABETH AND JAMES	
Serial Number:	77099465	ELIZABETH AND JAMES	
Serial Number:	77099474	ELIZABETH AND JAMES	
Serial Number:	85075535	ELIZABETH AND JAMES	
Serial Number:	86601877	ELIZABETH AND JAMES	
Serial Number:	86601870	ELIZABETH AND JAMES	
Serial Number:	86601879	ELIZABETH AND JAMES	
Serial Number:	77053835	ELIZABETH AND JAMES	
CORRESPONDENCE DATA			
Fax Number:	3102283953		
<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:	310.228.3700		
Email:	rwalsh@smrh.com		
Correspondent Name:	Susan Hwang		
Address Line 1:	1901 Avenue of the Stars, Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	36TL-179756		
NAME OF SUBMITTER:	Susan Hwang		

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SIGNATURE:	/Susan Hwang/
DATE SIGNED:	11/10/2015
Total Attachments: 5 source=Trademark Assignment Dualstar Entertainment Group LLC to Elizabeth and James Holdings LLC#page1.tif source=Trademark Assignment Dualstar Entertainment Group LLC to Elizabeth and James Holdings LLC#page2.tif source=Trademark Assignment Dualstar Entertainment Group LLC to Elizabeth and James Holdings LLC#page3.tif source=Trademark Assignment Dualstar Entertainment Group LLC to Elizabeth and James Holdings LLC#page4.tif source=Trademark Assignment Dualstar Entertainment Group LLC to Elizabeth and James Holdings LLC#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of July 31, 2015, by and between Dualstar Entertainment Group, LLC, a California limited liability company with its principal place of business at 609 Greenwich Street, 3/F, New York, New York 10014 United States ("Assignor"), and Elizabeth and James Holdings, LLC, a Delaware limited liability company with its principal place of business at 609 Greenwich Street, 3/F, New York, New York 10014 United States ("Assignee"), with reference to that certain Contribution Agreement between Assignor and Assignee of the same date ("Agreement").

WHEREAS, Assignor owns the trademarks (the "Marks"), along with the goodwill of the business symbolized thereby, and trademark applications and registrations therefor (collectively "Registrations") identified in Schedule A attached hereto;

WHEREAS, pursuant to the Agreement, Assignor agreed to sell to Assignee, among other things, the Marks, along with the goodwill of the business symbolized thereby, and the Registrations; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks, along with the goodwill of the business symbolized thereby, and the Registrations to Assignee;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Registrations, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and the Registrations, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Assignee and Assignor agree that this Assignment is subject to the terms and conditions of the Agreement, that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Agreement, and

that to the extent there is any conflict between this Assignment and the terms and conditions of the Agreement, the Agreement shall control.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

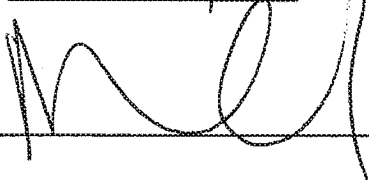
Assignor:

Dualstar Entertainment Group, LLC

By: Dualstar Entertainment Group, Inc., its
sole manager

By: X  _____

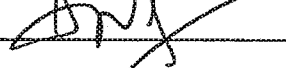
Name: Ashley Olsen
Title: Co-Chief Executive Officer
Date: 30 OCT, 2015

By: X  _____

Name: Mary-Kate Olsen
Title: Co-Chief Executive Officer
Date: 30 OCT, 2015

Assignee:

Elizabeth and James Holdings, LLC

By: X  _____

Name: Andrew Wong
Title: Chief Financial Officer
Date: 29 OCTOBER, 2015

[Signature Page to Trademark Assignment]

COUNTRY	TRADEMARK	GOODS / SERVICES	APP. NO. / FILING DATE REG. NO. / REG. DATE	STATUS
<u>REDACTED</u>				
United States	ELIZABETH AND JAMES	03: Perfumery, namely, eau de parfum, perfume; cosmetics, namely, lip glosses; non-medicated skin care preparations for the body, namely, creams, lotions, fragranced body creams, and lotions; oils, namely, perfume oil.	S/N 85/244,132 Filed 16-Feb-2011 R/N 4,708,505 Issued 24-Mar-2015	Registered
United States	ELIZABETH AND JAMES	09: Sunglasses and frames for eyeglasses.	S/N 77/099,465 Filed 05-Feb-2007 R/N 3,867,805 Issued 26-Oct-2010	Registered
United States	ELIZABETH AND JAMES	14: Jewelry.	S/N 77/099,474 Filed 05-Feb-2007 R/N 3,591,834 Issued 17-Mar-	Registered

COUNTRY	TRADEMARK	GOODS / SERVICES	APP. NO. / FILING DATE REG. NO. / REG. DATE	STATUS
United States	ELIZABETH AND JAMES	18 (No. 2): Handbags; purses; clutches; coin purses; wallets; backpacks; all-purpose carrying bags; tote bags; messenger bags; shoulder bags; travel bags; cosmetic bags sold empty.	2009 S/N 85/075,535 Filed 30-Jun-2010 R/N 4,342,921 Issued 28-May-2013	Registered
United States	ELIZABETH AND JAMES	20: Picture frames; floor, throw, and accent pillows.	S/N 86/601,877 Filed 17-Apr-2015	Allowed
United States	ELIZABETH AND JAMES	21: Basins made of earthenware, plastic, bone, ivory, wax and wood; beverage ware; butter dishes; bowls; buckets for champagne, ice and wine; candle holders, rings, and snuffers not of precious metal and of precious metal; ceramic and laminated accessories, namely, soap dishes, toothbrush holders, lotion pumps, namely, manually actuated pump dispensers for attachment to containers for use in dispensing lotion, and lotion containers with manually actuated pump dispenser sold empty for domestic use, vases and baskets; ceramic sculptures, vases, vessels, bowls, plates and pots; coasters not of paper or table linen; coffee and tea pots not of precious metal and of precious metal; coffee and tea services not of precious metal and of precious metal; containers for household or kitchen; cups; decanters; dinnerware not of precious metal, namely, dishes, chargers, bowls, plates, serving platters, tea pots, cups, saucers; figures, figurines, sculptures, statues, statuettes and ornaments made of china, crystal, earthenware, glass, porcelain, and terra cotta; baskets, pot holders, pots, vases, and bowls, all for use with flowers and plants; goblets; drinking glasses; wine glasses; drinking glasses, namely, tumblers; non-electric candelabras not of precious metal and of precious metal; non-metal baskets for domestic use; perfume atomizers and sprayers sold empty; pitchers; plates; pots; ramekins; salad bowls; salad serving spoons and forks; salt cellars; salt and pepper shakers; saucers; serving platters, bowls and spoons; soup tureens; tea infusers not of precious metal; tea kettles; vases; tableware and flatware, namely, tongs and corkscrews.	S/N 86/601,870 Filed 17-Apr-2015	Allowed
United States	ELIZABETH AND JAMES	24: Bath linen; bed linen; bedspreads; duvets; comforters; quilts; blankets, namely, bed blankets and throw blankets; covers for cushions; dust ruffles; duvet covers; pillow cases, covers and shams.	S/N 86/601,879 Filed 17-Apr-2015	Pending
United States	ELIZABETH AND JAMES	25: Clothing, namely, t-shirts, sweatshirts, sweatpants, tops, bottoms, jeans, sweaters, cardigans, jackets, pants, skirts, shorts, capri pants, stretch pants, camisoles, tank tops, halter tops, belts, footwear.	S/N 77/053,835 Filed 30-Nov-2006 R/N 3,640,083 Issued 16-Jun-2009	Registered