TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IT JEANS, INC. (CALIFORNIA CORPORATION)		07/01/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	IT INSTITUTION, INC. (CALIFORNIA CORPORATION)
Street Address:	5550 Union Pacific Ave.
City:	Commerce
State/Country:	CALIFORNIA
Postal Code:	90022
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4068502	S.O.N.G.
Registration Number:	3848910	SONG OF !IT
Registration Number:	3733839	!IT
Registration Number:	3814483	!IT JEANS LOS ANGELES
Registration Number:	3133409	!IT
Registration Number:	3900780	LOS [!IT] ANGELES

OP $165.00 4068502

CORRESPONDENCE DATA

Fax Number: 3238370428

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: 323-588-2156
Email: christine.s@itbrand.com
Correspondent Name: Christine Song
Address Line 1: 5550 Union Pacific Ave.
Address Line 4: Commerce, CALIFORNIA 90022

NAME OF SUBMITTER:	Christine Song
SIGNATURE:	/CS/
DATE SIGNED:	12/04/2015

Total Attachments: 12

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Trademark Assignment

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on July 01, 2013 (the "Effective Date") by and between the following parties:

IT JEANS, INC. (CALIFORNIA CORPORATION)
a California S-Corporation
5550 UNION PACIFIC AVE.
COMMERCE, California 90022

(the "Assignor")

AND

IT INSTITUTION, INC.
a California S-Corporation
5550 UNION PACIFIC AVE.
COMMERCE, California 90022

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right

that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of California.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT

LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor: IT JEANS, INC. (CALIFORNIA CORPORATION)

By: _____ Date: 12/03/15
JEAN RO, PRESIDENT

Assignee: IT INSTITUTION, INC.

By: _____ Date: 12/03/15
KIMMY SONG, CEO

[Notary Acknowledgement to Follow]

Exhibit A

List of Trademark/Service Mark

Trademark/Service mark: S.O.N.G.
Registration/Application number: 4,068,502
Dated: December 06, 2011

Trademark/Service mark: SONG OF !IT
Registration/Application number: 3848910
Dated: September 14, 2010

Trademark/Service mark: !iT
Registration/Application number: 3733839
Dated: January 05, 2010

Trademark/Service mark: !iT in Brackets and Design (See Attached)
Registration/Application number: 3814483
Dated: July 06, 2010

Trademark/Service mark: !IT Stylized (See Attached)
Registration/Application number: 3133409
Dated: August 22, 2006

Trademark/Service mark: LOS [!IT] ANGELES
Registration/Application number: 3900780
Dated: January 02, 2011

Assignor Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA)
County of LOS ANGELES COUNTY)

On 12-03-15 before me the undersigned Notary Public, personally appeared JEAN DO ASSIGNOR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Laura C Gutierrez (Notary Seal)
Notary Public

Jul 20, 2019
My commission expires

LAURA C. GUTIERREZ
Commission # 2120306
Notary Public - California
Los Angeles County
My Comm. Expires Jul 20, 2019

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