

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A-List, Inc.		12/12/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Winter Harbor LLC		
Street Address:	265 Franklin Street		
Internal Address:	10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4455659	ABERDEEN & SKYE	
Registration Number:	4597957	ALICIA + MEGAN	
Registration Number:	4476992	FROM LA WITH LOVE	
Registration Number:	4818188	GOD SAVE LA	
Registration Number:	4685813	GOD SAVE LA	
Serial Number:	86191789	I L.A.	
Registration Number:	3217006	KITSON	
Registration Number:	3413829	KITSON	
Registration Number:	4646120	KITSON	
Registration Number:	4646273	KITSON	
Serial Number:	86148289	KITSON LA	
Registration Number:	4861214	KITSON LA	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213.929.2500		
Email:	ipladocket@swlaw.com		

CH \$315.00 4455659

Correspondent Name: Dax Alvarez
Address Line 1: 400 East Van Buren Street
Address Line 2: Suite 1900
Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER: WINTER HARBOR LLC

NAME OF SUBMITTER: Dax Alvarez

SIGNATURE: /Dax Alvarez/

DATE SIGNED: 12/17/2015

Total Attachments: 10

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GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS ASSIGNMENT, hereinafter referred to as the "Assignment", effective the 12th day of December 2015 by A-List, Inc., a California corporation, hereinafter referred to as "Assignor", to Winter Harbor LLC, a Connecticut limited liability company, hereinafter referred to as "Assignee", is for the benefit of the creditors of Assignor.

RECITALS

WHEREAS Assignor is indebted to various and diverse persons; and

WHEREAS Assignor desires to provide for the payment of such persons by an assignment of all Assignor's property for the benefit of all such persons.

ASSIGNMENT

NOW, THEREFORE, in consideration for the covenants and agreements to be performed by the parties to this Assignment and for other valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the following General Assignment for the benefit of Assignor's creditors to Assignee under the following terms and conditions:

1. Assignor's Authority. Assignor represents and warrants that it has the full legal right, power and authority to enter into and execute this Assignment, and to carry out Assignor's obligations under this Assignment. Assignor further represents and warrants that any corporate proceedings required to be taken by Assignor to authorize Assignor to enter into, execute and carry out Assignor's obligations under this Assignment, and any corporate proceedings required to be taken by Assignor to authorize the representatives of Assignor signing this Assignment to sign this Assignment on behalf of Assignor, have been duly taken. Assignor agrees to provide Assignee with all corporate resolutions and other documents evidencing such authority.

2. Assignment of Property. Assignor hereby grants, assigns, transfers, sells, conveys, releases and quitclaims to Assignee and Assignee's successors and assigns, in trust for the benefit of Assignor's creditors generally, all of Assignor's property and assets of every kind and nature both real and personal and wherever situated together with any interest or equity therein not exempt from execution, including but not limited to all merchandise, furniture, fixtures, machinery, equipment, raw materials, merchandise in process, book accounts, books, accounts receivable, cash on hand, general intangibles, equity interests in other entities or subsidiaries, all choses in action (personal or otherwise) that are legally assignable together with the proceeds of any existing non-assignable choses in action that be hereafter received by Assignor, deposits, patents, copyrights, intellectual property rights, trademarks and insurance policies, tax referrals, rebates, insurance refunds and claims and assets of Assignor's business.

3. Employee Benefit Plan Exclusion. Employee benefit plans (which includes any related employee trust fund), including without limitation, any ERISA- qualified plan or other

similar employee plan, are not included in this Assignment. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall the Assignee have any role or responsibility for the termination of any such employee benefit plan of Assignor.

4. Assignor's Cooperation.

a) Pursuant to California Code of Civil Procedure Section 1802, Assignor agrees to deliver to Assignee at the time of Assignor's making of this Assignment, a list of all creditors, equity holders, and any other parties in interest, which shall include the names, addresses, cities, states and ZIP Codes for each person, together with an amount of the person's anticipated claim in the assignment proceedings. Such list shall be signed by Assignor as accurate to the best of Assignor's knowledge and belief, and shall be in the form of the Schedules attached hereto as Exhibit A, which Exhibit A is incorporated herein by this reference.

b) Assignor agrees to: deliver to Assignee copies of all of Assignor's books of account and records, and to provide access to the Assignee of the originals of such books of account and records as the Assignee may reasonably request; execute and deliver all additional necessary documents immediately upon request by Assignee; execute, endorse and deliver to Assignee any and all instruments in writing that may be required to complete the transfer of all assets and legal title thereto to Assignee as intended by this Assignment; and, transfer all assets and legal title thereto to Assignee, including but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including mortgages, deeds of trust, motor vehicles and patent rights.

c) Assignor hereby authorizes Assignee to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among all others, claims for refund of taxes paid) or claims wherever necessary, in the name of Assignor.

d) Assignee is authorized to direct all Assignor's United States mail to be delivered to Assignee, and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and expressly authorized to do any thing or act which the Assignee in Assignee's sole discretion deems necessary or advisable to carry out the purpose of this Assignment.

5. Assignee's Powers and Duties Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

a) To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee.

b) To sell or otherwise dispose of all real and personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.

c) To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment,

inventory, service or trademarks, trade names, intellectual property, patents, franchises, causes or choses in action, interests in other entities and subsidiaries and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey title to Assignor's property to any bona fide buyer.

d) To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all Federal, State or County Tax Returns as required.

e) To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to California Code of Civil Procedure § 1802.

f) To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g) To open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h) To conduct the business of the Assignor, as the Assignee deems necessary or appropriate.

i) To apply the net proceeds¹ arising from the operation of and liquidation of Assignor's business and assets, in the following priorities as to amounts only and not time of distribution, as follows (or in such order of priority as may be otherwise required by applicable law):

(1) FIRST, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets, and the expenses of any operation.

¹ For purposes of this document, the term net proceeds shall mean all revenue generated from the operation and liquidation of the Assignor's business and assets after payment of all amounts as provided for in the funding agreement (the "Funding Agreement") between Assignee and Assignor's secured lender, Salus Capital Partners LLC.

(2) SECOND, all costs and expenses incidental to the administration of the assignment estate and the operation of the business of the Assignor, as applicable, including the payment of a reasonable fee to the Assignee, as that term is hereinafter defined and the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of the general assignment and other professionals the Assignee deems necessary to properly administer the assignment estate.

(3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. § 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) FOURTH, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §§ 1204 and 1204.5 up to the statutory maximum.

(5) FIFTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment including but not limited to employment, property and income taxes.

(6) SIXTH, with the exception of those classes set forth above and all other priority claims under applicable law, all distributions to general unsecured creditors shall be, within such class, pro-rata in accordance with the terms of the creditor's indebtedness, until all such debts are paid in full. The Assignee may make interim distributions whenever the Assignee in its discretion has accumulated sufficient funds to enable it to make a reasonable distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the assignment estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of said Assignor, as per the list of equity holders provided with the making of this general assignment, or as may be otherwise provided.

j) To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

6. Appointment as Attorney. In fact, Assignor hereby appoints Assignee as Assignor's attorney in fact for the purpose of carrying out the powers and performing the duties described in Paragraph 5 of this Assignment. This appointment is irrevocable, with power of substitution, and with full power to act for and in the place of Assignor in such actions or

proceedings in the name of Assignor, or otherwise, as the case may require, to do any and all acts, matters, and things to carry into effect the true intent and purpose of this Assignment, including the right to verify all pleadings or other documents on behalf of Assignor.

7. Right To Withhold Payment Of Contested Claims. In the event that the Assignee contests the validity of a claim, falling within any of the classifications set forth in paragraph 5. above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with the Assignee.

8. Assignee's Remuneration and Fees Subject to the Budget attached to the Funding Agreement between Salus Capital Partners, LLC ("Salus") and Winter Harbor LLC, as Assignee for the Benefit of Creditors of A-List, Inc. and H-List, Inc., Assignee shall pay, from the proceeds of sale, collections operations or other sources, all of its charges and expenses, together with its own reasonable remuneration and fee, which remuneration and fee shall be on an hourly basis according to the following schedule: hourly rates ranging from \$495 to \$295, plus out-of-pocket expenses incurred.

In addition, upon Salus being paid indefeasibly in full in cash, Assignee shall pay itself and retain as Assignee ten percent (10%) of the gross proceeds from: (a) any avoidance power claim whether or not litigation is commenced (including without limitation, preferences pursuant to Cal. Code Civ. Proc. §1800 and fraudulent conveyances pursuant to Cal. Civ. Proc. § 3439 et. seq.); and (b) any contract (including collection actions) or other claim for which litigation or arbitration is commenced. For the purpose of determining the Assignee's remuneration and fees, "gross proceeds" are defined as all proceeds realized from the foregoing pertaining to the assets and property of Assignor covered by this Assignment, whether or not such proceeds are received or handled by Assignee.

Assignee may also pay from the Proceeds remuneration, fees, and expenses to Assignee's agents, the reasonable fees and expenses of Assignee's attorney, the reasonable fees and expenses of Assignee's accountant, and a reasonable fee to Assignor's attorney. Assignee may also pay from the Proceeds the costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor, to the extent required by applicable law. All of the aforementioned amounts are to be determined at Assignee's sole but reasonable discretion and judgment.

9. Assignee's Liability. Assignee shall not be personally liable in any manner, and Assignee's obligations shall be in a representative capacity only, as an Assignee for the general benefit of Assignor's creditors. Assignee shall administer this estate according to the best of Assignee's ability. However, it is expressly understood and agreed that Assignee shall not be responsible for any negligence of Assignee's agents or employees selected by Assignee with reasonable care. It is further expressly understood and agreed that Assignee shall not be liable or responsible for any act done by Assignee in good faith in the administration of this estate, and that Assignee shall be liable only for reasonable care and diligence in the administration of this estate. Any contract made by Assignee in connection with this Assignment shall not be binding

on Assignee in its personal capacity, but shall bind the estate assigned and Assignee in Assignee's representative capacity only.

10. Successor Assignee. Assignee shall designate a successor assignee or assignee's, where practical, to act in the event of Assignee's incapacity or inability to act, pursuant to the provisions of this Assignment.

11. Common Law Assignment. It is understood and agreed that this Assignment is a common law assignment for the general benefit of Assignor's creditors.

12. Acceptance by Assignee. Assignee accepts the trust created by this Assignment.

13. Miscellaneous.

a) All notices under this Assignment shall be in writing and deemed effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, telecopy, or sent by United States first-class mail, postage prepaid, to the respective parties as follows:

Assignor:

A-List, Inc.
146 North Robertson Blvd.
West Hollywood, CA 90048

Assignee:

Winter Harbor LLC
265 Franklin Street, 10th Floor
Boston, MA 02110

b) The section headings in this Assignment are for the purpose of reference only and shall not be used for limiting or interpreting the meaning of any provision of this Assignment.

c) 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, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

d) The validity, construction and operational effect of this Assignment shall be governed by the laws of the State of California.

e) The provisions of this Assignment shall be binding on and inure to the benefit of each of the parties and their respective legal representatives, successors and assigns.

f) This Assignment supersedes any and all other agreements previously made between the parties hereto and constitutes the entire agreement between the parties

relating to the subject matter of this Assignment. There are no other understandings or agreements between the parties hereto.

g) The Assignee shall not be required to qualify before any clerk of court of post a bond or other surety.

h) This Assignment shall be irrevocable, but the Assignor shall have the power to amend the Assignment to aid in the execution and administration of the Assignment as provided herein.

14. Schedules. The following schedules are to be submitted to Assignee within 3 business days of the date of this assignment, provided, however, the Assignee, at the Assignee's sole discretion, may accept the information detail requested on the schedules in a format other than that of the schedules:

- Schedule 1 - Assignor's Personal Property
- Schedule 2 - Assignor's Secured Creditors
- Schedule 3 - Assignor's Unsecured Creditors
- Schedule 4 - Assignor's Unsecured Priority Creditors
- Schedule 5 - Executory Contracts and Unexpired Leases
- Schedule 6 - Pending or Threatened Litigation Parties

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 13th
day of December, 2015.

ASSIGNOR: A-LIST, INC.

ASSIGNEE: WINTER HARBOR LLC

By: _____
Name: James Wong
Title: Chief Restructuring Officer and
Chief Financial Officer

By: S.M.M.
Name: Shaun Martin
Title: Managing Member

STATE OF New Hampshire
CITY/COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 13 day of Dec, by Shaun M. Martin
as Managing Member of Winter Harbor LLC.

Cynthia C. Bronzetti
Notary Public
My commission expires 12/20/13



STATE OF _____) ss.
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, by _____ as _____

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 14th day of _____.

ASSIGNOR: A-LIST, INC.

ASSIGNEE: WINTER HARBOR LLC

By: [Signature]
Name: James Wong
Title: Chief Restructuring Officer and Chief Financial Officer

By: _____
Name: Shaun Martin
Title: Managing Member

STATE OF California) ss.
CITY/COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 14 day of Dec., ²⁰¹⁵ by James Y. Wong as A-List, Inc. of _____

[Signature]
Notary Public
My commission expires: 08/17/2015

CERTIFICATE ATTACHED

STATE OF _____) ss.
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, by _____ as _____

Notary Public
My commission expires: _____

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual 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 Orange } s.s.

On 12/14/2015 before me, Abdolhamid Amini Notary Public
Name of Notary Public Title

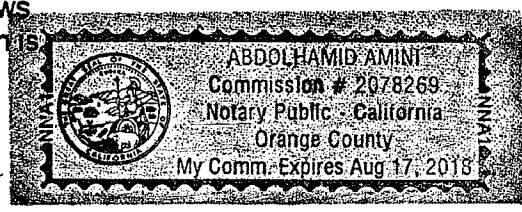
personally appeared (Jowei) Youngsheng Wong
Name of Signer (1)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

[Signature]
Signature of Notary Public



OPTIONAL INFORMATION

Although, the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Assignment for Benefit of creditor by A-lists Inc. containing pages, and dated .

The signer(s) capacity or authority is/are as:
 Individual(s)
 Attorney-in-fact
 Corporate Officer(s)
_____ Title(s)

Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____
representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____