

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hem Design, Inc.		03/04/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Agora Retail Limited		
Street Address:	PCH International Holdings		
Internal Address:	Heritage Business Park, Bessboro Road		
City:	Blackrock, Cork		
State/Country:	IRELAND		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	85368444	FAB	
Serial Number:	85509958	FAB	
Serial Number:	85560161	FAB	
Serial Number:	85560197	FAB	
Serial Number:	86025145	FAB SMILES. GUARANTEED.	
Serial Number:	85683373	FAB	
Serial Number:	85821791	FAB	
Serial Number:	86027926	FAB	
Serial Number:	86028167	FAB	
Serial Number:	86028255	FAB	
Serial Number:	86028274	FAB	
Serial Number:	86029093	FAB	
Serial Number:	86029143	FAB	
Serial Number:	86029286	FAB	
Serial Number:	86029301	FAB	
Serial Number:	86029374	FAB	
Serial Number:	85696541	FAB, AUTHENTICITY, GUARANTEED	
Serial Number:	85958401	FAB DBY	
Serial Number:	85230638	FAB DEALS	

OP \$540.00 85368444

Property Type	Number	Word Mark
Serial Number:	85958404	FAB DESIGNED BY YOU
Serial Number:	85560112	SMILE, YOU'RE DESIGNED TO

CORRESPONDENCE DATA

Fax Number: 4159441110

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: 415-885-9800

Email: trademark@prangerlaw.com

Correspondent Name: Pranger Brand Law

Address Line 1: 88 Guy Place, Suite 405

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	HEM TO AGORA ASSIGNMENT
NAME OF SUBMITTER:	Gail I. Nevius Abbas
SIGNATURE:	/Gail I. Nevius Abbas/
DATE SIGNED:	12/30/2015

Total Attachments: 7

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EXECUTION

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of March 4, 2015 by Hem Design Inc., a Delaware corporation (“**Assignor**”), in favor of Agora Retail Limited, an Ireland company (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement or the Intellectual Property Assignment and Assumption Agreement (each defined below).

WHEREAS, Assignor has agreed to transfer, or cause to be transferred, the Purchased Assets to the Buyer Entities, including Assignee, upon the terms and subject to the conditions of that certain Master Asset Purchase Agreement dated as of March 2, 2015 among Assignor, PCH International Holdings and the other parties thereto (the “**Asset Purchase Agreement**”);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor and Assignee entered into that certain Intellectual Property Assignment and Assumption Agreement dated as of March 4, 2015 (the “**Intellectual Property Assignment and Assumption Agreement**”) to effect certain transfers required under the Asset Purchase Agreement; and

WHEREAS, the Intellectual Property Assignment and Assumption Agreement requires the execution and delivery of this Assignment by the parties hereto.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:

(a) the registered trademarks and trademark applications listed on Schedule 1 attached hereto (the “**Assigned Trademarks**”);

(b) the goodwill of the business associated with or otherwise symbolized by the Assigned Trademarks; and

(c) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements, misappropriations or other violations of, or passing off or dilution of or damage or injury to, the Assigned Trademarks.

2. As further set forth in the Asset Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

3. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of law principles.

4. This Assignment may be executed in counterparts, by either an original signature or signature transmitted by facsimile transmission, PDF, or other similar process, and each copy so executed shall be deemed to be an original and all copies so executed shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the Effective Date.

HEM DESIGN INC.

By: _____

Name: _____

Title: _____

AGORA RETAIL LIMITED

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the Effective Date.

HEM DESIGN INC.

By: _____
Name:
Title:

AGORA RETAIL LIMITED

By: _____
Name: *[Signature]*
Title: *[Signature]*

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1**Assigned Trademarks**

Registered Owner	Country	Trademark	Appl. Date; Reg. Date	Appl. No.	Status
Fab.com, Inc.	United States	HAPPY MODERN	4/24/2014	86262058	Allowed to Lapse
Fab.com, Inc.	Australia	FAB (& Heart Design in middle of box)	9/21/2012; 3/28/2013	1135801	Registered
Fab.com, Inc.	Benelux	FAB (& Design)	1/3/2012; 1/10/2013	0201264	Registered
Fab.com, Inc.	Brazil	FAB (& Heart Design in middle of box)	10/3/2012	840286848	Pending
Fab.com, Inc.	China	FAB (& Heart Design in middle of box)	10/11/2012	11583460	Abandoned
Fab.com, Inc.	CTM	FAB (& Heart) Stylized	8/15/2013	012068342	Abandoned
Fab.com, Inc.	CTM	FAB (& Heart) Stylized	8/15/2013	012068391	Abandoned
Fab.com, Inc.	CTM	FAB (& Heart) Stylized	8/15/2013	012068409	Abandoned
Fab.com, Inc.	CTM	FAB (& Heart) Stylized	8/15/2013	012069597	Pending
Fab.com, Inc.	CTM	FAB (& Heart) Stylized	8/15/2013	012069639	Pending
Fab.com, Inc.	CTM	FAB (& Heart) Stylized	8/15/2013	012069662	Abandoned
Fab.com, Inc.	CTM	FAB (& Heart) Stylized	8/15/2013	012069671	Abandoned
Fab.com, Inc.	CTM	FAB DBY	5/11/2013; 11/18/2013	011807203	Registered
Fab.com, Inc.	CTM	LOVE WHAT YOU LOVE	5/11/2013; 11/6/2013	011807195	Registered
Fab.com, Inc.	CTM	SMILE, YOU'RE DESIGNED TO	8/4/2012; 2/20/2013	011097541	Registered
Fab.com, Inc.	Germany	FAB (& Design)	1/3/2012; 5/3/2013	3020130135 46	Registered
Fab.com, Inc.	India	FAB (& Heart Design in middle of box)	9/21/2012	2400290	Pending

Fab.com, Inc.	Japan	FAB (& Heart Design in middle of box)	9/21/2012; 9/12/2012	1135801	Registered
Fab.com, Inc.	Mexico	FAB (& Heart Design in middle of box)	9/25/2012	1311868	Abandoned
Fab.com, Inc.	Russian Federation	FAB (& Heart Design in middle of box)	4/9/2013	2013711705	Abandoned
Fab.com, Inc.	Singapore	FAB (& Heart Design in middle of box)	9/24/2012	T1214069I	Pending
Fab.com, Inc.	United Kingdom	FAB (& Design)	1/3/2012; 7/5/2013	2654345	Registered
Fab.com, Inc.	United States	FAB (& Design)	7/1/2011; 6/11/2013	85368444	Registered
Fab.com, Inc.	United States	FAB (& Design)	1/5/2012; 8/28/2012	85509958	Registered
Fab.com, Inc.	United States	FAB (& Design)	3/5/2012; 8/28/2012	85560161	Registered
Fab.com, Inc.	United States	FAB (& Design)	3/5/2012; 8/28/2012	85560197	Registered
Fab.com, Inc.	United States	FAB (& Design) SMILES GUARANTEED	7/31/2013	86025145	Pending
Fab.com, Inc.	United States	FAB (& Heart Design in middle of box)	7/20/2012; 1/6/2015	85683373	Registered
Fab.com, Inc.	United States	FAB (& Heart Design on Shaded Background)	1/11/2013; 12/9/2014	85821791	Registered
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/2/2013	86027914	Abandoned
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/2/2013	86027920	Abandoned
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/2/2013	86027926	Pending
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/4/2013	86028167	Pending
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/4/2013	86028255	Pending
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/4/2013	86028258	Abandoned
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/4/2013	86028260	Abandoned

Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/4/2013	86028271	Abandoned
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/4/2013	86028274	Pending
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/5/2013	86029093	Pending
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/5/2013	86029143	Pending
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/5/2013	86029286	Pending
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/5/2013	86029301	Pending, Allowed
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/5/2013	86029374	Pending, Opposed
Fab.com, Inc.	United States	FAB (& Heart) Stylized	8/6/2013	86030459	Pending, Abandoned
Fab.com, Inc.	United States	FAB (Seal Deisgn)	8/6/2013; 1/6/2015	85696541	Registered
Fab.com, Inc.	United States	FAB DBY	6/12/2013	85958401	Pending, Allowed
Fab.com, Inc.	United States	FAB DEALS	1/31/2011	85230638	Pending, Allowed
Fab.com, Inc.	United States	FAB DESIGNED BY YOU	6/12/2013	85958404	Pending, Allowed
Fab.com, Inc.	United States	LOVE WHAT YOU LOVE	5/10/2013	85929220	Abandoned, Allowed
Fab.com, Inc.	United States	SMILE, YOU'RE DESIGNED TO	3/5/2012	85560112	Registered
Fab.com, Inc.	WIPO	FAB (& Heart Design in middle of box)	9/21/12	1135801	Registered