

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COH-FB, LLC		08/01/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Citizens of Humanity, LLC		
Street Address:	5715 Bickett Street		
City:	Huntington Park		
State/Country:	CALIFORNIA		
Postal Code:	90255		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4486613	FABRIC BRAND	
CORRESPONDENCE DATA			
Fax Number:	3105762440		
<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:	310-576-2444		
Email:	efblaw@aol.com		
Correspondent Name:	Emily Bresler, Esq.		
Address Line 1:	1149 Third Street, Suite 200		
Address Line 2:	Law Offices of Gary Freedman		
Address Line 4:	Santa Monica, CALIFORNIA 90403		
NAME OF SUBMITTER:	Emily F. Bresler, Esq.		
SIGNATURE:	/Emily F. Bresler, Esq./		
DATE SIGNED:	01/11/2016		
Total Attachments: 2			
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OP \$40.00 4486613

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is entered into by and between COH-FB, LLC, a California limited liability company ("Seller") and Citizens of Humanity, LLC, a Delaware limited liability company ("Buyer") effective as of August 1, 2015 (the "Effective Date") with reference to the following facts:

- A. Seller owns and conducts a business that designs, manufactures and sells apparel products under the business name, trademark, and label "Fabric Brand" (the "Trademark").
- B. Buyer is the sole member of Seller, and wishes to acquire title to the Trademark, inventory and other assets of Seller so that it may continue to operate the business previously conducted by Seller as a division of Buyer.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Transfer and Sale of Assets -- Seller hereby transfers, assigns and sells to Buyer all assets of Seller (the "Assets"), free and clear of all liens, claims and security interests of every kind and nature other than those in favor of Milberg Factors of California, Inc., including but not limited to the following:

- a. Seller's inventory of finished goods, work in process, piece goods, labels, hangtags and fabric.
- b. Seller's accounts receivable and all rights arising therefrom or relating thereto.
- c. All right, title and interest in and to pending orders from customers held by Seller and all documentation and information relating to such pending orders.
- d. Seller's customer list and associated documentation, including without limitation information about each customer's order history and buyer contact information.
- e. Seller's patterns, markers, catalogs, sales samples, prototype samples, specification sheets, design materials, computer files and trim library.
- f. Seller's entire right, title and interest in and to the Trademark, including without limitation, United States Trademark Registration No. 4,486,613 (the "US Trademark Registration") and any and all registrations or applications to register the Trademark anywhere in the world (together, the "Trademark Registration"), together with the goodwill of the business that has been conducted by Seller and in connection with which the Trademark is used and which is symbolized by the Trademark.

2. Assumption of Liabilities: Buyer assumes all liabilities of Seller arising from the conduct of Seller's business or ownership of Seller's assets.

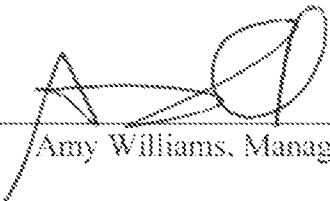
3. Amendment: This Agreement may be amended or modified only by an instrument in writing executed by both parties hereto.

4. Counterparts: The parties may execute this Agreement in counterparts and counterparts delivered by electronic mail shall be valid as an original signed document.

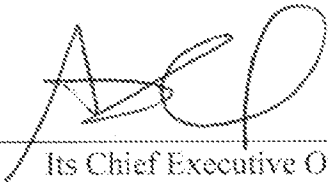
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below, to be effective upon execution by all parties:

SELLER:
COH-FB, LLC

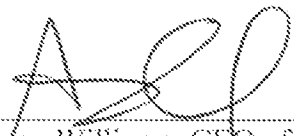
BUYER:
CITIZENS OF HUMANITY, LLC

By 

Amy Williams, Manager

By 

Its Chief Executive Officer

By 

Amy Williams, CEO of
Citizens of Humanity, LLC,
Manager