

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
River Child, LLC		06/01/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Bella & Chloe, LLC		
Street Address:	8639 Angora Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75218		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4948903	BELLA & CHLOE	
CORRESPONDENCE DATA			
Fax Number:	2143676001		
<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:	2143676012		
Email:	jenna.cruciani@klemchuk.com		
Correspondent Name:	S. Roxanne Edwards		
Address Line 1:	8150 N. Central Expy, 10th Floor		
Address Line 4:	Dallas, TEXAS 75206		
NAME OF SUBMITTER:	S. Roxanne Edwards		
SIGNATURE:	/S. Roxanne Edwards/		
DATE SIGNED:	07/07/2016		
Total Attachments: 2			
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OP \$40.00 4948903

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective the 1st day of June, 2016, by and between River Child, LLC, a Texas limited liability company ("Assignor"), with an address at 3720 Canton Street, Suite 103, Dallas, Texas 75226 and Bella & Chloe, LLC, a Texas limited liability company ("Assignee"), with an address at 8639 Angora Street, Dallas, Texas 75218 (individually referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Assignor owns all rights, title, and interest in and to the trademark BELLA & CHLOE, including U.S. Registration No. 4,948,903 for BELLA & CHLOE for a variety of goods (the "Trademark");

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign and transfer to Assignee, all of Assignor's rights, title, and interest in and to the Trademark and, the goodwill associated therewith;

WHEREAS, the Parties have agreed to enter into, execute, and deliver to the other a Contribution and Exchange Agreement dated as of even date herewith (the "Contribution Agreement"); and

WHEREAS, under the terms and conditions of the Contribution Agreement, the Parties agree to enter into, execute, and deliver to the other this Assignment to effectuate the assignment and transfer by Assignor to Assignee of all of Assignor's rights, title, and interest in and to the Trademark, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises, warranties, and covenants contained herein, the Parties hereby agree as set forth below.

TERMS OF ASSIGNMENT

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all rights, title, and interest in and to the Trademark, together with all the goodwill of Assignor's business associated with the Trademark and in connection with which the Trademark has been used or is intended to be or may be used, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present, and future infringements of the Trademark or any registrations and applications therefor.

2. Upon request of Assignee, at any time, Assignor shall promptly provide Assignee or its legal representative with all pertinent facts and documents relating to the Trademark as may be known and accessible to Assignor and will testify as to the same in any office action, opposition, or litigation related thereto, and will promptly execute and deliver to Assignee or its

legal representative any and all papers, documents, instruments, or affidavits, and provide any other assistance and cooperation as may be reasonably necessary or appropriate, to apply for, obtain, maintain, issue, and enforce the Trademark in the United States and/or in any foreign country, and to fulfill all the terms and conditions of this Assignment.

3. Assignor represents and warrants to Assignee that Assignor is the sole and exclusive legal and beneficial owner of all, right, title, and interest in and to the Trademark, and Assignor has full right, power, authority, and capacity to execute and perform this Assignment. Assignor further represents and warrants to Assignee that it is not aware of any encumbrances, liens, or claims with any other right, title, or interest of any third party, nor has the Assignor encumbered, pledged, assigned, transferred, or otherwise conveyed the Trademark in any manner to any person or entity.

4. This Assignment may not be amended except by a written document executed by the Parties. A waiver of any term, condition, or provision in this Assignment by either Party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

5. This Assignment shall be binding and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR

River Child, LLC

By: Cedric Reeves

Name: Cedric Reeves

Title: Manager

ASSIGNEE

Bella & Chloc, LLC

By: [Signature]

Name: Tyler Odom

Title: Manager