

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394667

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900372835		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beautiful Asset Advisors LLC		07/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sotheby's, Inc.		
Street Address:	1334 York Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10021		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3133781	MEI MOSES	
Registration Number:	3096406	BEAUTIFUL ASSET ADVISORS	
CORRESPONDENCE DATA			
Fax Number:	2127909200		
<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:	2127909200		
Email:	trademark@cll.com, mxe@cll.com		
Correspondent Name:	Jeffrey H. Epstein		
Address Line 1:	114 West 47th Street		
Address Line 2:	Cowan, Liebowitz & Latman, P.C.		
Address Line 4:	New York, NEW YORK 10036-1525		
ATTORNEY DOCKET NUMBER:	21756.101		
NAME OF SUBMITTER:	Jeffrey H. Epstein		
SIGNATURE:	/Jeffrey H. Epstein/		
DATE SIGNED:	08/11/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 6, 2016, is made by BEAUTIFUL ASSET ADVISORS LLC ("Seller"), a Delaware limited liability company, located at 20 West 64 Street, Apt 26K, New York, New York 10023, in favor of SOTHEBY'S, INC. ("Buyer"), a New York corporation, located at 1334 York Avenue, New York, New York, 10021, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, and certain other parties for the provisions specified therein, dated as of June 9, 2016 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

BEAUTIFUL ASSET ADVISORS
LLC

By: 

Name: Michael Moses
Title: Operating Manager

Address for Notices:
20 West 64 Street, Apt 26K, New
York, New York 10023
Attention: M. Moses

AGREED TO AND ACCEPTED:

SOTHEBY'S, INC.

By: _____

Name:
Title:

Address for Notices:
1334 York Avenue
New York, New York, 10021
Attention: General Counsel

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

BEAUTIFUL ASSET ADVISORS
LLC

By:

Name:

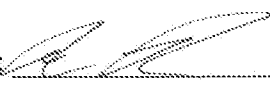
Title:

Address for Notices:

20 West 64 Street, Apt 26K, New
York, New York 10023

AGREED TO AND ACCEPTED:

SOTHEBY'S, INC.

By: 

Name: *Mark Bost*

Title: *v.p. senior & chief analyst*

Address for Notices:

1334 York Avenue
New York, New York, 10021
Attention: General Counsel

SCHEDULE I

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Registration Date	Registration No.
Mei Moses	USA	8/22/2006	3133781
Beautiful Asset Advisors	USA	5/23/2006	3096406