

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397728

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the receiving party data previously recorded on Reel 005420 Frame 0021. Assignor(s) hereby confirms the the receiving party data should be corrected to Lupus LA.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S.L.E. Lupus Foundation		11/20/2014	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LUPUS LA		
<b>Street Address:</b>	8383 Wilshire Blvd., Ste. 232		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90211		
<b>Entity Type:</b>	Non-Profit Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77602627	ORANGE BALL	
<b>Registration Number:</b>	3080215	HOLLYWOOD BAG LADIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105569858		
	<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>		
<b>Phone:</b>	310.598.4156		
<b>Email:</b>	ipdocket@foxrothschild.com, lkozak@foxrothschild.com, gtat@foxrothschild.com		
<b>Correspondent Name:</b>	Lori S. Kozak		
<b>Address Line 1:</b>	997 Lenox Drive, Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>ATTORNEY DOCKET NUMBER:</b>	072040.00026		
<b>NAME OF SUBMITTER:</b>	Lori S. Kozak		
<b>SIGNATURE:</b>	/Lori S. Kozak/		
<b>DATE SIGNED:</b>	09/07/2016		
<b>Total Attachments: 9</b>	source=Corrective Assignment - LUPUS LA#page1.tif		

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source=Corrective Assignment - LUPUS LA#page9.tif

## TRADEMARK ASSIGNMENT COVER SHEET


Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326234

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S.L.E. Lupus Foundation		11/20/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lupus LA, Inc.		
<b>Street Address:</b>	8383 Wilshire Blvd, Ste 232		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90211		
<b>Entity Type:</b>	nonprofit public benefit corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77602627	ORANGE BALL	
<b>Registration Number:</b>	3080215	HOLLYWOOD BAG LADIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Kim Walker c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	099980.1014		
<b>NAME OF SUBMITTER:</b>	Kim A. Walker		
<b>SIGNATURE:</b>	/kaw-907/		
<b>DATE SIGNED:</b>	12/16/2014		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November 20, 2014, is entered into by and between S.L.E. Lupus Foundation, a New York corporation (the "Assignor") and Lupus LA, Inc. a California nonprofit public benefit corporation (the "Assignee"). 

WHEREAS, Assignor owns the trademarks and applications and registrations therefor set forth on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Separation Agreement, effective as of February 1, 2014 and dated as of the date hereof (such agreement, as amended from time to time, the "Separation Agreement"), pursuant to which Assignor agreed to assign the Trademarks to Assignee; and

WHEREAS, the parties wish to execute and deliver this Trademark Assignment for the purpose of assigning the Trademarks from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably grant, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated therewith.

Assignor hereby authorizes the United States Patent and Trademark Office to transfer the Trademarks to Assignee as assignee of Assignor's right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions set forth in the Separation Agreement in any manner whatsoever. This Trademark Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Separation Agreement. In the event of any conflict or other difference between the Separation Agreement and this Trademark Assignment, the provisions of the Separation Agreement shall control.

*[Signature page follows]*

**TRADEMARK**  
**REEL: 005420 FRAME: 0022**

**TRADEMARK**  
**REEL: 005871 FRAME: 0844**

IN WITNESS WHEREOF the parties have executed this Trademark  
Assignment as of the date first herein written above.

S.L.E. LUPUS FOUNDATION

By: Margaret Dowd  
Name: MARGARET DOWD  
Title: Executive Director

LUPUS LA, INC. [Signature]

By: \_\_\_\_\_  
Name:  
Title:


TRADEMARK  
REEL: 005420 FRAME: 0023

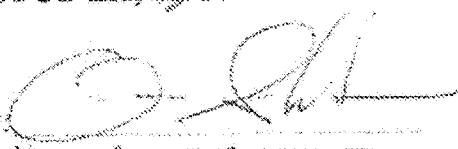
TRADEMARK  
REEL: 005871 FRAME: 0845

IN WITNESS WHEREOF the parties have executed this Trademark  
Assignment as of the date first herein written above.

S.L.E. LUPUS FOUNDATION

By: \_\_\_\_\_  
Name:  
Title:

LUPUS LA, INC. 

By:   
Name: ADAM SELKOWITZ  
Title: CHAIRMAN

TRADEMARK

TRADEMARK  
REEL: 005871 FRAME: 0846

**SCHEDULE A**

U.S. Application Number 77/602,627 for the mark ORANGE BALL

U.S. Registration Number 3,080,215 for the mark HOLLYWOOD BAG LADIES

**RECORDED: 12/16/2014**

**TRADEMARK  
REEL: 005420 FRAME: 0025**

**TRADEMARK  
REEL: 005871 FRAME: 0847**

**TRADEMARK ASSIGNMENT AGREEMENT**

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WHEREAS, Assignor and Assignee have entered into that certain Separation Agreement, effective as of February 1, 2014 and dated as of the date hereof (such agreement, as amended from time to time, the "Separation Agreement"), pursuant to which Assignor agreed to assign the Trademarks to Assignee; and

WHEREAS, the parties wish to execute and deliver this Trademark Assignment for the purpose of assigning the Trademarks from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably grant, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated therewith.

Assignor hereby authorizes the United States Patent and Trademark Office to transfer the Trademarks to Assignee as assignee of Assignor's right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions set forth in the Separation Agreement in any manner whatsoever. This Trademark Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Separation Agreement. In the event of any conflict or other difference between the Separation Agreement and this Trademark Assignment, the provisions of the Separation Agreement shall control.

*[Signature page follows]*



IN WITNESS WHEREOF the parties have executed this Trademark  
Assignment as of the date first herein written above.

S.L.E. LUPUS FOUNDATION

By: Margaret Dowd  
Name: MARGARET DOWD  
Title: EXECUTIVE DIRECTOR

LUPUS LA, INC.

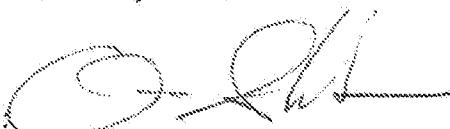
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF the parties have executed this Trademark  
Assignment as of the date first herein written above.

S.L.E. LUPUS FOUNDATION

By: \_\_\_\_\_  
Name:  
Title:

LUPUS LA, INC.

By:   
Name: ADAM SELKOWITZ  
Title: CHAIRMAN

**SCHEDULE A**

U.S. Application Number 77/602,627 for the mark ORANGE BALL

U.S. Registration Number 3,080,215 for the mark HOLLYWOOD BAG LADIES

**RECORDED: 12/16/2014**

**RECORDED: 09/07/2016**

**TRADEMARK**

**REEL: 005420 FRAME: 0025**

**TRADEMARK**

**REEL: 005871 FRAME: 0851**