

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silpada Designs, Inc.		09/06/2016	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Richline Group, Inc.		
Street Address:	1385 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	86867246	SHOPBOX	
Serial Number:	86867177	STYLEMAKER	
Registration Number:	2881357	SILPADA DESIGNS	
Registration Number:	3500060	SILPADA DESIGNS	
Registration Number:	3027173	SILPADA DESIGNS	
Registration Number:	2308977	SILPADA	
Registration Number:	3053312	SILPADA	
Registration Number:	4213419	SIMPLY SILPADA	
Registration Number:	3023207	WISHING YOU A SHINING DAY AND A STERLING	
Registration Number:	3023206	TRUE STYLE IS ALWAYS IN FASHION	
Registration Number:	3718948	SILPADA&BRINGING THE STERLING BOUTIQUE T	
Registration Number:	3104999	SD	
Registration Number:	3413106	FIND YOURSELF IN IT	
Registration Number:	4794641	FIND YOURSELF IN IT	
Registration Number:	4205352	GIVING BACK IN STYLE	
Registration Number:	4037564	LIVE LIFE IN STYLE	
Registration Number:	4064612	THE BEST IN LIFE FOR WOMEN	
Registration Number:	3062265		
Serial Number:	86867252	STYLE CARD	

OP \$490.00 86867246

CORRESPONDENCE DATA**Fax Number:** 2089883912

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: 727 865 1865**Email:** velliot@tampabay.rr.com**Correspondent Name:** Victoria Elliot**Address Line 1:** 132 Sands Point Drive**Address Line 4:** Tierra Verde, FLORIDA 33715

NAME OF SUBMITTER:	Victoria Elliot
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SIGNATURE:	/Victoria Elliot/
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DATE SIGNED:	09/24/2016
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective September 6, 2016 by and between SILPADA DESIGNS, INC., a Kansas corporation with its principal address located at 11550 Renner Blvd., Lenexa, Kansas 66219 ("Assignor"), and RICHLINE GROUP, INC., a Delaware corporation with its principal place of business at 1385 Broadway, New York, New York 10018 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks listed on Exhibit A annexed hereto (the "Marks"); and


WHEREAS, Assignor desires to assign all the right, title and interest of Assignor in and to the Marks together with all common law rights therein and the goodwill of the business symbolized by the Marks to Assignee, and Assignee desires to accept such assignment in accordance herewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set unto Assignee all right, title and interest of Assignor in and to the Marks, together with the good will of the business symbolized by the Mark, including but not limited to any registrations and applications therefor, any renewals and extensions of the registrations, all common law rights to the Marks, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to sue and recover damages for past, present or future infringements or misappropriations thereof.

Assignor and its successors and assign shall execute and deliver to Assignee any reasonably necessary further documents and instruments and shall take any reasonable further actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof at Assignee's expense. This Assignment may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first above written.

SILPADA DESIGNS, INC.

By: 
Tom Walsh, Co-Chairman of the Board of Directors

RICHLINE GROUP, INC.

By: _____
Dennis Ulrich, Chief Executive Officer

TRADEMARK

REEL: 005882 FRAME: 0646

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SILPADA DESIGNS, INC.

By: _____
Tom Walsh, Co-Chairman of the Board of Directors

RICHLINE GROUP, INC.

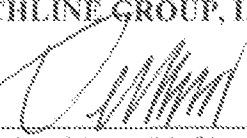
By:  _____
Dennis Ulrich, Chief Executive Officer

EXHIBIT A

<u>TRADEMARK</u>	<u>NUMBER</u>
SILPADA DESIGNS	2881357
SILPADA DESIGNS	3500060
SILPADA DESIGNS	3027173
SILPADA	2308977
SILPADA	3053312
SIMPLY SILPADA	4213419
WISHING YOU A SHINING DAY AND A STERLING	3023207
TRUE STYLE IS ALWAYS IN FASHION	3023206
SILPADA BRINGING THE STERLING BOUTIQUE	3718948
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FIND YOURSELF IN IT	3413106
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GIVING BACK IN STYLE	4205352
STYLEMAKER	86/867177
STYLE CARD	86/867252
LIVE LIFE IN STYLE	4037564
THE BEST IN LIFE FOR WOMEN	4064612
DESIGN	3062265