

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405108

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Karmaloop LLC | | 10/27/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Sears Brands, LLC | | |
| Street Address: | 3333 Beverly Road | | |
| City: | Hoffman Estates | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60179 | | |
| Entity Type: | Limited Liability Company: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4146821 | MONARK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3127758100 | | |
| <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: | 3127758000 | | |
| Email: | trademarks@mcandrews-ip.com | | |
| Correspondent Name: | Ronald H. Spuhler | | |
| Address Line 1: | 500 W. Madison St. | | |
| Address Line 2: | 34th Floor | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Ronald H. Spuhler | | |
| SIGNATURE: | /RHS/ | | |
| DATE SIGNED: | 11/10/2016 | | |
| Total Attachments: 2 | | | |
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| source=Trademark Assignment - Karmaloop and Sears#page2.tif | | | |

OP \$40.00 4146821

TRADEMARK ASSIGNMENT

This ASSIGNMENT between Karmaloop LLC, a Delaware Limited Liability Company with an address at 334 Boylston Street, Suite 500, Boston, Massachusetts 02116 ("Assignor") and Sears Brands, LLC, an Illinois limited liability company having its principal place of business at 3333 Beverly Road, Hoffman Estates, IL 60179 ("Assignee"), is executed and delivered as of the Execution Date set forth below.

Whereas, Assignor and Assignee are parties to a Trademark Agreement, of even date herewith (the "Agreement"), by and between Assignor and Assignee, pursuant to which Assignor agreed to assign all of its rights in U.S. Trademark Registration No. 4146821 for the trademark MONARK (the "Monark Registration"), together with the goodwill of the business symbolized by the trademark MONARK (the "Goodwill"), to Assignee;

Now, therefore, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows;

1. Assignor hereby conveys, assigns, sells, and transfers to Assignee its entire right, title and interest in and to the Monark Registration, including all common law trademark rights, together with the Goodwill, to be held and enjoyed by Assignee or its Affiliates for the full extent of the life of the Monark Registration, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limiting the generality of the foregoing, this Assignment shall include all U.S. and common law trademark rights in the trademark Monark, and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.

2. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to the Monark Registration, and that Assignor has full power to make this Assignment.

3. Notwithstanding any provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Agreement. This Assignment is intended only to effect the transfer of certain property pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.


4. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of laws thereof.

5. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

In witness whereof, Assignor has caused its authorized officer to hereunder set his/her hand on the date shown below.

Execution Date: 10/27/2016

KARMALOOP LLC

By: 

Its: Chairman