

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
College Fashionista, LLC		10/18/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	CMG CLIQUE MEDIA GROUP INC.		
Street Address:	750 NORTH SAN VICENTE BLVD.		
Internal Address:	8TH FLOOR EAST		
City:	WEST HOLLYWOOD		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87025984	COLLEGE FASHIONISTA	
Serial Number:	77756109	COLLEGE FASHIONISTA	
Registration Number:	4631213	STYLE GURU	
Registration Number:	4643811	STYLE ON	
Registration Number:	4631214	YOUR CAMPUS IS THE RUNWAY	
Registration Number:	4662295	COLLEGEDORMISTA	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213.929.2500		
Email:	ipladocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	400 East Van Buren Street		
Address Line 2:	Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	69922.00008		
NAME OF SUBMITTER:	Dax Alvarez		

CH \$165.00 87025984

SIGNATURE:	/Dax Alvarez/
DATE SIGNED:	11/15/2016
Total Attachments: 5 source=69922.00008 - Trademark Assignment Agreement#page1.tif source=69922.00008 - Trademark Assignment Agreement#page2.tif source=69922.00008 - Trademark Assignment Agreement#page3.tif source=69922.00008 - Trademark Assignment Agreement#page4.tif source=69922.00008 - Trademark Assignment Agreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Assignment*”) is made and entered into as of October 18, 2016 by and between CMG Clique Media Group Inc. (“*Assignee*”) and College Fashionista, LLC (“*Assignor*”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are party to that certain Asset Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignee has agreed to purchase from Assignor the Purchased Assets, including, without limitation, all of the Assignor’s right, title and interest in and to all of Assignor’s trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. **Assignment.** Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the trademarks pertain, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. **Further Assurances.**

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or marks listed in Schedule I hereto that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

c. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue, certify, or assign registrations or applications for service marks, trademarks, and trade names or other evidence or forms of intellectual property protection, to issue, certify or assign as appropriate, the same to Assignee and Assignee’s successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

d. Assignor represents that Assignor has the rights, titles, and interests to assign the Assigned Trademarks as set forth herein, and covenants to Assignee that Assignor has not made (other than pursuant to Permitted Encumbrances, as defined in the Purchase Agreement) and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests in and to the Assigned Trademarks; provided that, for clarity, the foregoing shall not expand Seller's representations or warranties as to validity, enforceability, subsistence, or non-infringement as set forth in the Purchase Agreement.

e. Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, on behalf of and for the benefit of the Assignee, its successors and assigns, to demand and receive any and all of the Assigned Trademarks and to give receipts and releases for and in respect of the Assigned Trademarks, or any part thereof, and from time to time to institute and prosecute in Assignor's name, at the sole expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, reasonably may require for the collection or reduction to possession of any of the Assigned Trademarks. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable and, accordingly, may not be revoked by Assignor in any manner or for any reason whatsoever.

3. **Miscellaneous.** This Assignment will be governed by and construed in accordance with the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Purchased Assets. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party hereto, it being understood that all parties hereto need not sign the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

CMG CLIQUE MEDIA GROUP INC.

DocuSigned by:
By: Katherine Power
A03507665F91499...

Name: Katherine Power

Title: CEO

ASSIGNOR:

COLLEGE FASHIONISTA, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

CMG CLIQUE MEDIA GROUP INC.

By: _____

Name:

Title:

ASSIGNOR:

COLLEGE FASHIONISTA, LLC

By: Amy Levin _____

Name: Amy Levin

Title: Manager

SCHEDULE I

Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	Register	Class
CollegeDormista	86190514	2/11/2014	4662295	12/30/2014	Principal	IC 41, 42, 45
Your Campus Is the Runway	86133813	12/3/2013	4631214	11/4/2014	Principal	IC 41, 42, 45
Style On	86133798	12/3/2013	4643811	11/25/2014	Principal	IC 41, 42, 45
Style Guru	86133773	12/3/2013	4631213	11/4/2014	Principal	IC 41, 42, 45
COLLEGE FASHIONISTA	77756109	6/10/2009	3735484	1/5/2010	Supplemental	IC 45