

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405852

<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>
Ashley Eckstein		10/28/2016	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HU Merchandising, LLC		
<b>Street Address:</b>	18305 E. San Jose Avenue		
<b>City:</b>	City Of Industry		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91748		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86271709	HIS UNIVERSE	
<b>Serial Number:</b>	86107645	HER UNIVERSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>	310-277-4110		
<b>Email:</b>	jarciniega@mwe.com		
<b>Correspondent Name:</b>	Jorge Arciniega, McDermott Will & Emery		
<b>Address Line 1:</b>	2049 Century Park East, Suite 3800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-3218		
<b>ATTORNEY DOCKET NUMBER:</b>	100638-154		
<b>NAME OF SUBMITTER:</b>	Jorge Arciniega		
<b>SIGNATURE:</b>	/Jorge Arciniega/		
<b>DATE SIGNED:</b>	11/17/2016		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of October 28, 2016 by and between Ashley Eckstein, an individual ("Assignor") and HU Merchandising, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, effective as of the Closing, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest of every kind and nature in and to all Transferred IP (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, the Transferred IP includes the trademarks and service mark registrations and applications for registration identified on the attached Schedule A (the "Assigned Trademarks"); and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks identified on Schedule A, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all Encumbrances (other than pursuant to the Assigned Contracts), (a) all of Assignor's right, title and interest of every kind and nature in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Closing and on the terms set forth in the Purchase Agreement; and (b) all other rights accruing thereunder or pertaining thereto for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Closing or thereafter in respect of any of the foregoing (except for the consideration to be paid to Assignor pursuant to

the Purchase Agreement) and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Closing and on the terms set forth in the Purchase Agreement.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Other Provisions. Sections 8.1 (Amendment and Modification), 8.6 (Parties In Interest), 8.7 (Notices), 8.8 (Counterparts), 8.11 (Assignment), 8.12 (Construction; Interpretation), 8.14 (Governing Law) and 8.15 (Jurisdiction and Venue) of the Purchase Agreement are hereby incorporated by reference into this Agreement and the provisions of such Sections shall be applied, mutatis mutandis, to this Agreement.

5. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

6. Further Assurances. Without further consideration, at Assignee's reasonable request, Assignor agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further Documents or perform such acts as Assignee may reasonably request (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Trademarks in each case, on the terms and subject to the conditions set forth in the Purchase Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

**ASSIGNOR:**

By: Ashley Eckstein  
Ashley Eckstein

**ASSIGNEE:**

**HU MERCHANDISING, LLC**

By: \_\_\_\_\_  
Name: Steve Vranes  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

**ASSIGNOR:**

By: \_\_\_\_\_  
Ashley Eckstein

**ASSIGNEE:**

**HU MERCHANDISING, LLC**

By: Steve Vranes  
Name: Steve Vranes  
Title: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

**SCHEDULE A**

**Assigned Trademarks**

U.S. Trademarks

<b>MARK</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>	<b>STATUS</b>
HIS UNIVERSE	5/5/2014	86/271709	—		Pending <b>Intent to Use</b>
HER UNIVERSE	11/1/2013	86/107645	—		Pending <b>Intent to Use</b>