

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Her Universe, LLC		10/28/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	HU Merchandising, LLC		
Street Address:	18305 E. San Jose Avenue		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91748		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5003746	HER UNIVERSE	
Registration Number:	5028498	HER UNIVERSE PRESS	
Registration Number:	4242456	HER UNIVERSE	
Registration Number:	4242457	HER UNIVERSE	
Registration Number:	4242458	HER UNIVERSE	
Registration Number:	4268616	HER UNIVERSE	
Registration Number:	4264937	HER UNIVERSE	
Registration Number:	4268617	HER UNIVERSE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	310-277-4110		
Email:	jarciniega@mwe.com		
Correspondent Name:	Jorge Arciniega, McDermott Will & Emery		
Address Line 1:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3218		
ATTORNEY DOCKET NUMBER:	100638-146		
NAME OF SUBMITTER:	Jorge Arciniega		

CH \$215.00 5003746

SIGNATURE:	/Jorge Arciniega/
DATE SIGNED:	11/17/2016
Total Attachments: 5 source=HER UNIVERSE TM Assignment - Her Universe, LLC and HU Merchandising, LLC#page1.tif source=HER UNIVERSE TM Assignment - Her Universe, LLC and HU Merchandising, LLC#page2.tif source=HER UNIVERSE TM Assignment - Her Universe, LLC and HU Merchandising, LLC#page3.tif source=HER UNIVERSE TM Assignment - Her Universe, LLC and HU Merchandising, LLC#page4.tif source=HER UNIVERSE TM Assignment - Her Universe, LLC and HU Merchandising, LLC#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of October 28, 2016 by and between Her Universe, LLC, a Florida limited liability company ("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:

HER UNIVERSE, LLC

By: Ashley Eckstein
Ashley Eckstein, owner

ASSIGNEE:

HU MERCHANDISING, LLC

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

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005922 FRAME: 0744**

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

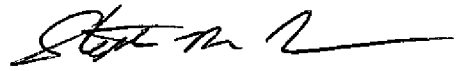
ASSIGNOR:

HER UNIVERSE, LLC

By: _____
Ashley Eckstein, owner

ASSIGNEE:

HU MERCHANDISING, LLC

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

SCHEDULE A

Assigned Trademarks

U.S. Trademarks

MARK	FILED	APPL#	REGDT	REG#	STATUS
HER UNIVERSE	11/1/2013	86/107672	7/19/2016	5003746	Registered
HER UNIVERSE PRESS	9/10/2015	86/753195	8/23/2016	5028498	Registered
HER UNIVERSE and Design Her Universe	8/2/2010	85/097847	11/13/2012	4242456	Registered
HER UNIVERSE and Design Her Universe	8/2/2010	85/097862	11/13/2012	4242457	Registered
HER UNIVERSE and Design Her Universe	8/2/2010	85/097866	11/13/2012	4242458	Registered
HER UNIVERSE	4/14/2010	85/014180	1/1/2013	4268616	Registered
HER UNIVERSE	4/14/2010	85/014188	12/25/2012	4264937	Registered
HER UNIVERSE	4/14/2010	85/014183	1/1/2013	4268617	Registered