

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bernard Charles Figueroa		10/12/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	FIGS HONG KONG LIMITED		
Street Address:	No.3 Salisbury Road		
Internal Address:	Unit 1621-22 16/F Star House		
City:	Kowloon		
State/Country:	HONG KONG		
Entity Type:	Corporation: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86240916	FIGS BY FIGUEROA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-878-7902		
Email:	lbudow@foxrothschild.com		
Correspondent Name:	Fox Rothschild LLP		
Address Line 1:	101 Park Avenue		
Address Line 2:	Att Leonard Budow		
Address Line 4:	New York, NEW YORK 10178		
DOMESTIC REPRESENTATIVE			
Name:	Fox Rothschild LLP		
Address Line 1:	101 Park Avenue		
Address Line 2:	Attn: Leonard N Budow		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Leonard Budow		
SIGNATURE:	/LEONARD BUDOW/		
DATE SIGNED:	11/11/2016		

OP \$40.00 86240916

Total Attachments: 5

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Intellectual Property Assignment Contract

This Intellectual Property Assignment Contract ("Contract") is made on and with effect since 12 October 2016

BETWEEN:

- (1) **Mr Bernard Charles Figueroa**, citizen of the United States of America (passport no. 482516089), residing at 511 3rd Ave Asbury Park, New Jersey, 07712-6021, United States of America, herein "Assignor";
and
- (2) **FIGS HONG KONG LIMITED**, with address at Unit 1621-22 16/F Star House No. 3 Salisbury Road Tsim Sha Tsui Kowloon Hong Kong in the person of its legal representative Mr Lee Wai Man, herein "Assignee"

BACKGROUND

The Assignor is the owner and registered proprietor of the trademarks, patents and domains listed in schedules 1, 2 and 3 attached hereto (hereinafter referred to as "the Intellectual Properties"), and has agreed to assign the Intellectual Properties to the Assignee on the terms set out in this Contract.

1. ASSIGNMENT

In consideration of the sum of One US Dollar Only (US\$ 1.00), receipt of which the Assignor acknowledges, the Assignor now assigns, transfers and delivers to the Assignee and Assignee receives and accepts from Assignor, the full and exclusive right, title, benefit, legal and interest of the Intellectual Properties and all rights associated therewith including without limitation common law rights and the right to sue for past, present and future infringement thereof.

2. FURTHER ASSURANCE

- 2.1 The Assignor will, at the request and cost of the Assignee, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Assignee may reasonably require to enable the Assignee, or its nominee, to enjoy the full benefit of the rights now assigned to it. Assignor does herewith appoint Assignee as Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, solely for the purpose of executing such documents and doing or procuring the doing of such acts and things in the event Assignor fails to do so upon the reasonable request of the Assignee.
- 2.2 Notwithstanding the aforesaid, where the assignment of any Intellectual Property could not be processed or recorded due to defect(s) of any of the Intellectual Property (e.g. incomplete or inaccurate details or record of Intellectual Property in the relevant intellectual property registration department), the Assignor shall at its own expense rectify such defects upon notification from the Assignee.

2.3 The Assignor agrees that all title, legal and beneficial rights of Intellectual Property including but not limited to granting license to design, manufacture, sell and offer to sell products associated with any of the Intellectual Property shall be fully vested in the Assignee upon execution of this Contract by the Assignor and Assignee as well as settlement of the consideration aforementioned, regardless of whether the assignment has been recorded in the relevant intellectual property registration department.

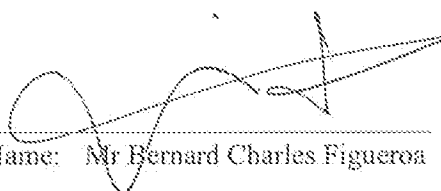
3. GOVERNING LAW

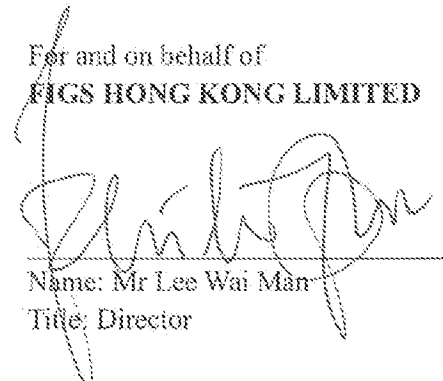
This Contract is governed by, and is to be construed in accordance with, the law of Hong Kong. The Hong Kong Courts will have exclusive jurisdiction to deal with any dispute arising out of or in connection with this Contract.

IN WITNESS whereof the parties have executed this Intellectual Property Assignment Contract on 12 October 2016.

By,

For and on behalf of
FIGS HONG KONG LIMITED


Name: Mr Bernard Charles Figueroa


Name: Mr Lee Wai Man
Title: Director

Schedule 1: Trademarks subject to Assignment

Trademarks	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Class / Goods
FIGS BY FIGUEROA	United States of America	Allowed (3rd SOU/EOT approved)	85/240916	3 April 2014	/	/	25/ Footwear for men and women
FIGS BY FIGUEROA	Int'l Application - Madrid Protocol Only	Pending	1222073	2 October 2014	1222073	2 October 2014	25/ Footwear for men and women
FIGS BY FIGUEROA	European Community	Registered	1222073	2 October 2014	1222073	1 October 2015	25/ Footwear for men and women
FIGS BY FIGUEROA	France	Registered	1222073	2 October 2014	1222073	18 June 2015	25/ Footwear for men and women
FIGS BY FIGUEROA	Germany	Registered	1222073	2 October 2014	1222073	23 April 2015	25/ Footwear for men and women
FIGS BY FIGUEROA	Italy	Registered	1222073	2 October 2014	1222073	5 November 2015	25/ Footwear for men and women
FIGS BY FIGUEROA	Japan	Registered	1222073	2 October 2014	1222073	9 April 2015	25/ Footwear for men and women
FIGS BY FIGUEROA	Russian Federation	Registered	1222073	2 October 2014	1222073	19 November 2015	25/ Footwear for men and women
FIGS BY FIGUEROA	Spain	Registered	1222073	2 October 2014	1222073	2 April 2015	25/ Footwear for men and women
FIGS BY FIGUEROA	United Kingdom	Registered	1222073	2 October 2014	1222073	12 February 2015	25/ Footwear for men and women
FIGS BY FIGUEROA	China (the People's Republic)	Refused	1222073	2 October 2014	1222073	Refused	25/ Footwear for men and women
FIGSBYFIGUEROA	China (the People's Republic)	Filed	Pending	23 April 2016	/	/	25/ Footwear for men and women

Schedule 2: Patents subject to Assignment

Country	Application No.	Filing Date	Title
U.S.	62/24,0292	12 October 2015	PIVOTABLE FOOTWEAR DEVICE
U.S.	15/041,915	11 February 2016	PIVOTABLE FOOTWEAR DEVICE
U.S.	62/240,426	12 October 2015	PIVOTABLE FOOTWEAR DEVICE
Europe	16156799.5	23 February 2015	PIVOTABLE FOOTWEAR DEVICE
China	201610147762.3	15 March 2016	PIVOTABLE FOOTWEAR DEVICE
China	201620197603.X	15 March 2016	PIVOTABLE FOOTWEAR DEVICE
International Application (PCT) for filing in the US receiving office	PCT/US16/56587	12 October 2016	PIVOTABLE FOOTWEAR DEVICE

Schedule 3: Domain Names subject to Assignment

- FIGSHOES.COM
- FIGSBYFIGUEROA.COM