

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABG-Aero IPCO, LLC		10/18/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chelsea, Inc.		
Street Address:	310 N Indian Hill Blvd #603		
City:	Claremont		
State/Country:	CALIFORNIA		
Postal Code:	91711		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3837976	GOJANE	
Registration Number:	4047333	GOJANE	
Registration Number:	3864266	GOJANE	
Registration Number:	4043645	GOJANE	
Registration Number:	4040079	GOJANE.COM	
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:	9195900369		
Email:	rwhitmeyer@morningstarlawgroup.com		
Correspondent Name:	Randy Whitmeyer		
Address Line 1:	421 Fayetteville St., Suite 530		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Randy Whitmeyer		
SIGNATURE:	/Randy Whitmeyer/		
DATE SIGNED:	03/31/2017		
Total Attachments: 9			
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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made on this 18th day of October, 2016, by and among Chelsea, Inc., a Delaware corporation ("Assignee"), and ABG-Aero IPCO, LLC, a Delaware limited liability company ("Assignor"). Assignee and Assignor are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, Assignor;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's direct or indirect right, title and interest in, to and under all Intellectual Property assets exclusively related to the GoJane Business, including, without limitation, all of Assignor's rights associated with: (i) any works of authorship, including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, and rights existing under any copyright laws (collectively, the "Copyrights"); (ii) trademarks, service marks, service names, trade names, brand names, product names, logos, symbols, slogans, and any applications and/or registrations in connection with the foregoing, including, registered trademarks and trademark applications (collectively, the "Trademarks"); and (iii) the internet domain names (the "Domain Names" and together with the Copyrights and the Trademarks, the "GoJane IP"), with certain of the foregoing GoJane IP identified on Schedule A attached hereto;

WHEREAS, the execution and delivery of this Assignment is required by Section 8.2 of the Asset Purchase Agreement; and

WHEREAS, this Assignment, as duly executed by the Parties, is being delivered as of the date hereof by each Party to the other Party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignee and Assignor do hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Asset Purchase Agreement.

2. Copyrights.

2.1 Assignment. Assignor hereby transfers, assigns, conveys and delivers to Assignee, Assignor's entire worldwide right, title and interest in, to and under any of the Copyrights, including any income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof, together with any and all further privileges in the

United States and throughout the world to establish use, ownership, and registration of the Copyrights.

2.2 Authorization. Assignor hereby further authorizes the United States Copyright Office, and the appropriate official in any other country, to issue any and all copyright and registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the same, to Assignee, and Assignee's successors and/or assigns.

2.3 Further Assurances. In accordance with the Asset Purchase Agreement, Assignor hereby agrees to perform all reasonable affirmative acts which may be necessary or desirable for Assignee to effect, record or perfect the transfer of any of the Copyrights, or to secure registration before the United States Copyright Office or any foreign copyright office, at Assignee's expense, as well as to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Copyrights, at Assignee's expense. Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Copyright Office or the copyright office of any other country throughout the world, provided that Assignee has given Assignor prior notice of the insertion of such further identification.

3. Trademarks.

3.1 Assignment. Assignor hereby transfers, assigns, conveys and delivers to Assignee, Assignor's entire worldwide right, title and interest in, to and under all of the Trademarks and the goodwill associated with or symbolized by the Trademarks, including any income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

3.2 Authorization. Assignor hereby further authorizes the Director of the United States Patent and Trademark Office, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the same, to Assignee, and Assignee's successors and/or assigns.

3.3 Further Assurances. In accordance with the Asset Purchase Agreement, Assignor hereby agrees to perform all reasonable affirmative acts which may be necessary or desirable for Assignee to effect, record or perfect the above-described transfer of Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, at Assignee's expense. Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark

Office or the trademark office of any other country throughout the world, provided that Assignee has given Assignor prior notice of the insertion of such further identification.

4. Domain Names.

4.1 Assignment. Assignor hereby transfers, assigns, conveys and delivers to Assignee, Assignor's entire worldwide right, title and interest in, to and under the Domain Names.

4.2 Authorization. Assignor hereby further authorizes the applicable domain name registrar to transfer the Domain Names to Assignee, and Assignee's successors and/or assigns.

4.3 Further Assurances. In accordance with the Asset Purchase Agreement, Assignor hereby agrees to perform all reasonable affirmative acts which may be necessary or desirable for Assignee to effect, record or perfect the above-described transfer of Domain Names, or to secure registration before the applicable domain name registrar, at Assignee's expense, as well as to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Domain Names, at Assignee's expense, including, without limitation, cooperation in effectuating the transfer of the Domain Names, including in connection with the transmission of the necessary Registrant Name Change Agreements (RNCAs) or other written authorizations and instructions and/or to correspond with the applicable registrars to instruct and authorize transfer of the Domain Names, including, without limitation, by providing to Assignee a functioning user name and password, where available, or issuing corresponding transfer codes, sufficient for Assignee to administer the Domain Names. Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the applicable domain name registrar, provided that Assignee has given Assignor prior notice of the insertion of such further identification.

5 Relation to Asset Purchase Agreement. This Assignment is intended only to effect the transfer of the GoJane IP, including the rights therein as provided in Sections 2, 3, and 4 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6 General.

6.1 Severability; Amendment. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Assignment may not be

amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee.

6.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Asset Purchase Agreement and other documents referred to herein, which form a part hereof, embodies the entire agreement and understanding of the Parties and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the Parties, in respect to the subject matter contained herein. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

6.3 Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6.4 Governing Law. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware applicable to contracts made and to be performed entirely within such state. The Parties expressly agree that any legal action related to this Agreement or the transactions contemplated hereby shall be filed in state or federal court in the State of New York, and the Parties consent and submit themselves to the personal jurisdiction and venue of said courts for such purposes. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS ASSIGNMENT.

6.5 Counterparts; Effectiveness. This Assignment may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Photostatic copies or facsimiles or electronic (.pdf) transmission of signatures to this Assignment shall be deemed to be originals and may be relied upon to the same extent as originals. This Assignment shall become effective at the Closing.

6.6 Notices. Any notice given pursuant to this Assignment shall be given in the same manner as stated in Section 10.1 of the Asset Purchase Agreement and addressed to the intended recipient as set forth below:

If to Assignor: ABG-Aero IPCO, LLC
Jay L. Dubiner, General Counsel
1411 Broadway, 4th floor
New York, NY 10018
E-mail: jdubiner@abg-nyc.com

With a mandatory copy (which copy shall not constitute notice) to:

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, NY 10020

Attention: Richard Chesley, Ann Lawrence
E-mail: Richard.Chesley@dlapiper.com
Ann.Lawrence@dlapiper.com

If to Assignee:

Chelsea, Inc.
310 N Indian Hill Blvd #603
Claremont, California 91711
Attention: Tony Pang
E-Mail: tonyhpang@gmail.com

With a mandatory copy (which copy shall not constitute notice) to:

Morningstar Law Group
630 Davis Drive, Suite 200
Morrisville, NC 27560
Attention: Kip Johnson
E-Mail: kjohnson@morningstarlawgroup.com

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first set forth above.

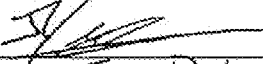
ASSIGNEE:

CHELSEA, INC.

By: _____
Name: _____
Title: _____

ASSIGNOR:

ABG-AERO IPCO, LLC

By:  _____
Name: Jay Dubiner
Title: General Counsel

[Signature Page to IP Assignment and Assumption Agreement]

HASTM33045014.6

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first set forth above.

ASSIGNEE:

CHELSEA, INC.

By: Tang Pang
Name: Tang Pang
Title: President

ASSIGNOR:

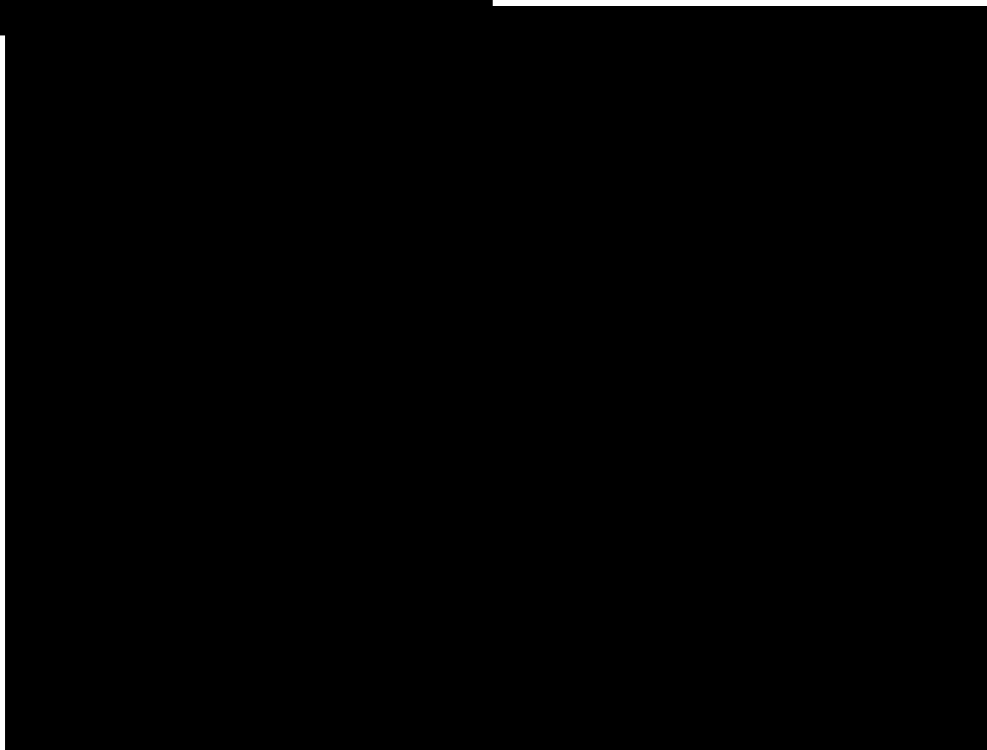
ABG-AERO IPCO, LLC

By: _____
Name: _____
Title: _____

[Signature Page to IP Assignment and Assumption Agreement]

SCHEDULE A

GoJane IP



XXXXXXXXXX

Registered Trademarks:

Country	Mark	Matter. no	Status	Application Number	Registration Number	International Class	Filing Date	Registration Date
China (People's Republic)	GOJANE	310260-H	Registered	8524953	8524953	35 Int.	29-Jul-2010	07-Sep-2011
China (People's Republic)	GOJANE	310260-G	Registered	8524851	8524851	36 Int.	29-Jul-2010	07-Aug-2011
China (People's Republic)	GOJANE	310260-F	Registered	8524811	8524811	25 Int.	29-Jul-2010	07-Aug-2011
United States of America	GOJANE	310260-C	Registered	77/978,186	3,837,976	09 Int., 14 Int.	27-Aug-2008	24-Aug-2010
United States of America	GOJANE	310260-D	Registered	77/557,253	4,047,333	25 Int.	27-Aug-2008	01-Nov-2011
United States of America	GOJANE AND FLOWER DESIGN	310260-A	Registered	77/978,507	3,864,266	09 Int., 14 Int.	27-Aug-2008	19-Oct-2010
United States of America	GOJANE AND FLOWER DESIGN	310260-B	Registered	77/557,269	4,043,645	25 Int.	27-Aug-2008	25-Oct-2011
United States of America	GOJANE.COM	310260-E	Registered	77/537,503	4,640,079	35 Int.	01-Aug-2008	18-Oct-2011

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REEL: 006023 FRAME: 0120

RECORDED: 03/31/2017