

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423018

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                         |
| <b>SEQUENCE:</b>  | 1  |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>      |
| TMOV, INC.  |  | 02/14/2017            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | HANA FINANCIAL, INC.                               |                       |                         |
| <b>Street Address:</b>  | 1000 Wilshire Boulevard, 20th Floor                |                       |                         |
| <b>City:</b>  | Los Angeles  |                       |                         |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                         |
| <b>Postal Code:</b>   | 90017  |                       |                         |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA                            |                       |                         |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3733839  | !IT                   |                         |
| <b>Registration Number:</b>   | 3133409  | !IT                   |                         |
| <b>Registration Number:</b>   | 3814483  | !IT JEANS LOS ANGELES |                         |
| <b>Registration Number:</b>   | 3900780  | LOS (![IT] ANGELES    |                         |
| <b>Registration Number:</b>   | 4068502  | S.O.N.G.              |                         |
| <b>Registration Number:</b>   | 3848910  | SONG OF !IT           |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  |  |                       |                         |
| <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>   | 818-501-3800                                       |                       |                         |
| <b>Email:</b>   | raffi@hrhlaw.com                                   |                       |                         |
| <b>Correspondent Name:</b>  | Raffi Khatchadourian, Esq.                         |                       |                         |
| <b>Address Line 1:</b>  | 15910 Ventura Boulevard, 12th Floor                |                       |                         |
| <b>Address Line 4:</b>  | Encino, CALIFORNIA 91436                           |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Raffi Khatchadourian                               |                       |                         |
| <b>SIGNATURE:</b>   | /Raffi Khatchadourian/                             |                       |                         |
| <b>DATE SIGNED:</b>   | 04/07/2017   |                       |                         |

OP \$165.00 3733839

**Total Attachments: 14**

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## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of February 14, 2017 (the "Effective Date"), between TMOV, INC., a California corporation formerly known as It Institution, Inc., (the "Assignor"), and HANA FINANCIAL, INC., a California corporation, (the "Assignee").

### Recitals

WHEREAS, the Assignor is the registered owner of marks that are registered in the United States Patent and Trademark Office, Registration Nos. 3,733,839, 3,814,483, 3,133,409, 3,900,780, 4,068,502, and 3,848,910, as more particularly described in the Schedule of Marks attached hereto as Exhibit "A" and made a part hereof, (collectively, the "Marks");

WHEREAS, the Assignor has filed for and is currently a debtor-in-possession under a chapter 11 bankruptcy case in the United States Bankruptcy Court, Central District of California ("Bankruptcy Court"), Case No. 2:16-bk-13649-SK; and

WHEREAS, the Assignee desires to acquire all the Assignor's rights, title and interest in the Marks.

### Agreement

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree, as follows:

#### 1. Purchase and Assignment.

Subject to the terms and conditions hereof, the Assignor hereby conveys, transfers and assigns to the Assignee, and the Assignee hereby purchases, accepts and assumes from the Assignor, all of the Assignor's right, title, and interest of whatever kind in the Marks, together with:

- a. the goodwill of the business relating to the products and services on which the Marks are used and for which they are registered;
- b. all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and
- c. all rights to sue for past, present and future infringement or misappropriations of the Marks.

#### 2. Purchase Price.

As consideration for the transfers and assignments hereunder by the Assignor, the Assignee agrees to pay the Assignor forty two thousand five hundred and 00/100 dollars (\$42,500.00), or such additional sum as Assignee may bid at the hearing of the "Motion For

Order (1) Authorizing Sale Of Certain Personal Property, Outside Of The Ordinary Course Of Business Under 11 U.S.C. §363(b), And Free And Clear Of Any Interest under 11 U.S.C. §363(f); (2) Authorizing Debtor To Use Sale Proceeds To Pay Certain Claims; (3) Finding That Proposed Purchaser Is A Good Faith Purchaser Under 11 U.S.C. §363(m); And (4) Waiving 14-Day Stay Period Under FRBP 6004(h)," presently scheduled for February 15, 2017.

**3. Approval by the United States Bankruptcy Court.**

This Agreement is contingent upon (a) obtaining the approval of the Bankruptcy Court, and (b) entry of an order, in form and substance acceptable to the Assignor in the Assignor's sole and absolute discretion, approving this Agreement. If the Bankruptcy Court declines to approve this Agreement, the Assignor shall not be required to complete the transfer and assignment contemplated by this Agreement.

**4. Closing Date.**

Subject to the terms and conditions of this Agreement, the closing for the transfer and assignment contemplated by this Agreement ("Closing") shall be 3 business days after the date a written order approving this Agreement is issued by the Bankruptcy Court and entered.

**5. Representations and Covenants of the Assignee Accepting the Marks.**

The Assignee hereby represents, acknowledges and agrees for the Assignee and the Assignee's successors, heirs and assigns, that:

a. The Marks are being sold as "AS IS, WHERE IS, WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITHOUT RECOURSE OF ANY NATURE TO THE ASSIGNOR.

b. All of the obligations of the Assignee hereunder are legal, valid and binding obligations of the Assignee, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

c. The execution and delivery of this Agreement and the performance of its obligations hereunder by the Assignee will not conflict with any provision of any law or regulation to which the Assignee is subject or conflict with or result in a breach of or constitute a default of any of the terms, conditions or provisions of any agreement or instrument to which the Assignee is a party or by which the Assignee is bound or any order or decree applicable to the Assignee.

d. The decision of the Assignee to purchase and obtain assignments of the Marks and to assume the Assignor's rights and obligations thereunder pursuant to this Agreement is and was based upon the Assignee's own independent evaluation of the Marks. The Assignee has relied solely on its own investigation and it has not relied upon any oral or written information provided by the Assignor or its personnel or agents and acknowledges that no employee or representative of the Assignor has been authorized to make, and that the Assignee has not relied upon, any statements other than those specifically contained in this Agreement. The Assignee has retained legal counsel to review this Agreement and assist the Assignee in its due diligence investigation of the transaction.

6. **Miscellaneous.**

a. Severability. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

b. Headings. The headings of the Sections contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

c. Construction. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun and pronoun of one gender shall be deemed to include the equivalent pronoun of the other gender.

d. Prior Understandings. This Agreement supersedes any and all prior discussions and agreements between the Assignor and the Assignee, if any, with respect to the assignment of the Marks and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein. In the event there is a conflict between the terms of this Agreement and any prior agreement between the Assignor and the Assignee, the terms of this Agreement shall control.

e. Integrated Agreement. This Agreement and all Exhibits hereto constitute the final complete expression of the intent and understanding of the Assignee and the Assignor. This Agreement shall not be altered or modified except by a subsequent writing, signed by the Assignee and the Assignor.

f. Counterparts. This Agreement may be executed and delivered by fax or email in PDF format (if promptly followed by the original) and in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing any such counterpart.

g. Survival. Each and every covenant hereinabove made by Assignee shall survive the Closing and shall be independently enforceable.

h. Governing Law and Venue. This Agreement shall be construed, and the rights and obligations of the Assignor and the Assignee hereunder determined, in accordance with the federal law of the United States of America, including, but not limited to the Bankruptcy Code. To the extent that any state law applies (and which is not superseded by federal law), this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws principles. In the event the Assignee or the Assignor elects to bring any claim, lawsuit or action against the other party to enforce any term or provision in this Agreement, the sole venue to file the claim, lawsuit or action shall be in Los Angeles County, California.

i. Attorneys' Fees. In the event any dispute between the Assignee and the Assignor should result in arbitration or litigation, the prevailing party shall be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees.

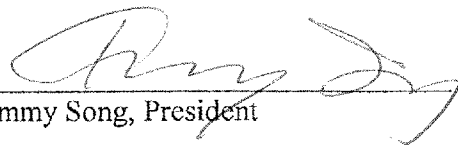
j. Successor and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

TMOV, INC.,  
a California corporation

By: \_\_\_\_\_

  
Kimmy Song, President

**ASSIGNEE:**

HANA FINANCIAL, INC.,  
a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

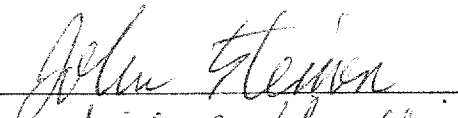
  
chief credit officer

Exhibit "A"

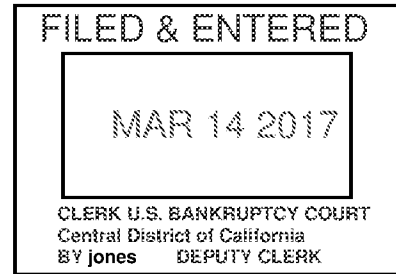
[INSERT SCHEDULE OF MARKS]

| <u>MARK</u>   | <u>REGISTRATION NO.</u> | <u>FILING/REGISTRATION DATE</u> |
|---|-------------------------|---------------------------------|
| IIT   | 3733839                 | January 5, 2010                 |
| IIT [Stylized]  | 3133409                 | August 22, 2006                 |
| IIT<br>Jeans<br>Los Angeles<br>[in brackets and design] | 3814483                 | July 6, 2010                    |
| LOS [IIT] ANGELES                                       | 3900780                 | January 4, 2011                 |
| . S.O.N.G.  | 4068502                 | December 6, 2011                |
| SONG OF IIT   | 3848910                 | September 14, 2010              |



1 RAYMOND H. AVER - SBN 109577  
LAW OFFICES OF RAYMOND H. AVER  
2 A Professional Corporation  
10801 National Boulevard, Suite 100  
3 Los Angeles, California 90064  
Telephone: (310) 571-3511  
4 email: ray@averlaw.com

5 General Insolvency Counsel for  
TMOV, INC.  
6 Debtor and Debtor In Possession



7  
8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA [LOS ANGELES DIVISION]  
10

11 In re: ) Case No. 2:16-bk-13649-SK  
12 )  
TMOV, INC., ) Chapter 11  
13 )  
14 Debtor. ) ORDER GRANTING MOTION FOR ORDER  
15 ) AUTHORIZING SALE OF CERTAIN  
16 ) PERSONAL PROPERTY, OUTSIDE OF THE  
17 ) ORDINARY COURSE OF BUSINESS UNDER  
18 ) 11 U.S.C. §363(b), AND FREE AND  
19 ) CLEAR OF ANY INTEREST UNDER 11  
20 ) U.S.C. §363(f); FINDING THAT  
21 ) PROPOSED PURCHASER IS A GOOD  
22 ) FAITH PURCHASER UNDER 11 U.S.C.  
23 ) §363(m); WAIVING 14-DAY STAY  
24 ) PERIOD UNDER FRBP 6004(h), AND  
25 ) DEFERRING RULING OF MOTION FOR  
ORDER AUTHORIZING DEBTOR TO USE  
26 ) SALE PROCEEDS TO PAY CERTAIN  
27 ) CLAIMS  
28 )  
Date: February 15, 2017  
Time: 9:30 a.m.  
Place: Courtroom 1575  
Roybal Federal Building  
United States Bankruptcy Court  
255 East Temple Street  
Los Angeles, California 90012

1 The further continued hearing of the "Motion For Order (1)  
2 Authorizing Sale Of Certain Personal Property, Outside Of The  
3 Ordinary Course Of Business Under 11 U.S.C. §363(b), And Free  
4 And Clear Of Any Interest Under 11 U.S.C. §363(f); (2)  
5 Authorizing Debtor To Use Sale Proceeds To Pay Certain Claims;  
6 (3) Finding That Proposed Purchaser Is A Good Faith Purchaser  
7 Under 11 U.S.C. §363(m); And (4) Waiving 14-Day Stay Period  
8 Under FRBP 6004(h)" ("Sale Motion") [Docket No. 62] came on  
9 before the Honorable Sandra R. Klein, United States Bankruptcy  
10 Judge, in courtroom 1575 of the United States Bankruptcy Court  
11 for the Central District of California [Los Angeles Division]  
12 ("Bankruptcy Court") on February 15, 2017, following the hearing  
13 held on January 5, 2017.

14 Appearing on behalf of the chapter 11 debtor and debtor in  
15 possession, TMOV, Inc. ("Debtor" or "TMOV") was its general  
16 insolvency counsel, the Law Offices of Raymond H. Aver, A  
17 Professional Corporation ("Aver Firm"), by Raymond H. Aver,  
18 Esquire. Appearing on behalf of the United States Trustee was  
19 his trial attorney, Dare Law, Esquire. Appearing on behalf of  
20 secured creditors, Hana Financial, Inc. and Hana Small Business  
21 Lending, Inc., was their counsel, Hemar Rousso & Heald, LLP, by  
22 Raffi Khatchadourian, Esquire. Other appearances, if any, are  
23 as reflected in the Court's record of the hearing.

24 The Court having reviewed and considered the following:

- 25 (a) "Motion For Order (1) Authorizing Sale Of Certain  
26 Personal Property, Outside Of The Ordinary Course Of  
27 Business Under 11 U.S.C. §363(b), And Free And Clear  
28 Of Any Interest Under 11 U.S.C. §363(f); (2)

1 Authorizing Debtor To Use Sale Proceeds To Pay Certain  
2 Claims; (3) Finding That Proposed Purchaser Is A Good  
3 Faith Purchaser Under 11 U.S.C. §363(m); And (4)  
4 Waiving 14-Day Stay Period Under FRBP 6004(h)" ("Sale  
5 Motion") [Docket #62], filed on behalf of Debtor on  
6 December 9, 2016;

7 (b) "Notice Of Sale Of Estate Property" [Docket #63],  
8 filed on behalf of Debtor on December 9, 2016;

9 (c) "Supplement To 'Notice Of Motion And Motion For Order  
10 (1) Authorizing Sale Of Certain Personal Property,  
11 Outside Of The Ordinary Course Of Business Under 11  
12 U.S.C. §363(b), And Free And Clear Of Any Interest  
13 Under 11 U.S.C. §363(f); (2) Authorizing Debtor To Use  
14 Sale Proceeds To Pay Certain Claims; (3) Finding That  
15 Proposed Purchaser Is A Good Faith Purchaser Under 11  
16 U.S.C. §363(m); And (4) Waiving 14-Day Stay Period  
17 Under FRBP 6004(h)'; Notice Of Motion And Motion For  
18 Order Approving Bid And Sale Procedures; Supplemental  
19 Declaration Of Kimmy Song And Declaration Of Raymond  
20 H. Aver In Support Thereof" [Docket #72], filed on  
21 behalf of Debtor on January 13, 2017; and

22 (d) "Amended Notice Of Sale Of Estate Property" [Docket  
23 #73], filed on behalf of Debtor on January 13, 2017,  
24 and having issued a "Scheduling Order" [Docket #74] on January  
25 17, 2017, and having heard and considered the arguments and  
26 representations of counsel presented at the hearings, and being  
27 satisfied that proper notice of the Sale Motion was given in  
28 accordance with Federal Rule of Bankruptcy Procedure ("FRBP")

1 6004(a), and Local Bankruptcy Rules 6004-1(c)(3) and 9013-1(d),  
2 and having determined that (a) the proposed sale of those  
3 certain trademarks ("Trademarks") registered with the United  
4 States Patent and Trademark Office, Registration Nos. 3733839,  
5 3814483, 3133409, 3900780, 4068502, and 3848910 as more  
6 particularly described in the Schedule of Marks attached as  
7 Exhibit A to the "Trademark Purchase And Assignment Agreement,"  
8 dated as of October 1, 2016, and attached to the Sale Motion as  
9 Exhibit A, meets the business judgment test; and (b) Hana  
10 Financial, Inc. or its assignee ("Hana Financial" or "Successful  
11 Bidder") or EK Line, Inc. or its assignee ("EK Line" or "Backup  
12 Bidder") is purchasing the Trademarks in good faith and  
13 therefore entitled to the protections afforded by 11 U.S.C.  
14 §363(m), and good cause appearing therefor,

15 **IT IS HEREBY ORDERED** that the Sale Motion is granted, as  
16 set forth in this Order;

17 **IT IS FURTHER ORDERED** that Debtor is authorized to sell the  
18 Trademarks to Hana Financial, outside the ordinary course of  
19 business, for the sum of Forty Two Thousand Five Hundred Dollars  
20 (\$42,500.00), pursuant to 11 U.S.C. section 363(b);

21 **IT IS FURTHER ORDERED** that the Trademarks shall be sold  
22 free and clear of any interest in the Trademarks of any entity  
23 other than the estate, including any perfected security interest  
24 held by Hana Financial and/or Hana Small Business Lending, Inc.  
25 ("Hana Small Business Lending"), pursuant to 11 U.S.C. section  
26 363(f);

27 **IT IS FURTHER ORDERED** that Debtor shall cooperate in the  
28 transfer of the Trademarks and shall execute all documents

1 reasonably required by the Successful Bidder or the Backup  
2 Bidder to consummate the purchase, including but not limited to  
3 a Bill of Sale, a Trademark Assignment Agreement and any other  
4 documents required by the United States Patent and Trademark  
5 Office;

6 **IT IS FURTHER ORDERED** that in the event the Successful  
7 Bidder is unable, for any reason, to complete the purchase of  
8 the Trademarks within three (3) business days following entry of  
9 this Order, the Forty Thousand Dollar (\$40,000.00) deposit  
10 tendered by the Successful Bidder shall be forfeited to Debtor  
11 and its estate as liquidated damages, and Debtor is authorized  
12 to sell the Trademarks to Backup Bidder, outside the ordinary  
13 course of business, for the sum of Forty Thousand Dollars  
14 (\$40,000.00);

15 **IT IS FURTHER ORDERED** that the motion to pay from the sale  
16 proceeds the claim of the Aver Firm for the attorney's fees and  
17 costs incurred in preparing and prosecuting the Sale Motion  
18 shall be deferred and the sale proceeds shall be held in the  
19 Aver Firm's client trust account, pending further Court order;

20 **IT IS FURTHER ORDERED** that Hana Financial or EK Line are  
21 good faith purchasers entitled to the protections under 11  
22 U.S.C. section 363(m); and

23 //

24 //

25 //

26 //

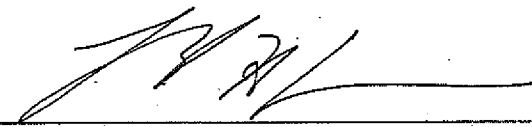
27 //

28 //




1 Respectfully submitted by:

2 LAW OFFICES OF RAYMOND H. AVER  
3 A Professional Corporation

4   
5 By: \_\_\_\_\_  
6 RAYMOND H. AVER  
7 General Insolvency Counsel for  
8 TMOV, INC.  
9 Debtor and Debtor In Possession

10 Approved as to form and content by:

11 UNITED STATES TRUSTEE

12   
13 By: \_\_\_\_\_  
14 ~~DARE LAW~~ *ROUMAROKO*  
15 Trial Attorney

16 HEMAR ROUSSO & HEALD, LLP

17  
18 By: \_\_\_\_\_  
19 RAFFI KATCHADOURIAN  
20 Attorneys for Secured Creditors  
21 HANA FINANCIAL, INC. and HANA SMALL  
22 BUSINESS LENDING, INC.  
23  
24  
25  
26  
27  
28

1 Respectfully submitted by:

2 LAW OFFICES OF RAYMOND H. AVER  
3 A Professional Corporation

4  
5 By: \_\_\_\_\_

6 RAYMOND H. AVER  
7 General Insolvency Counsel for  
8 TMOV, INC.  
9 Debtor and Debtor In Possession

10 Approved as to form and content by:

11 UNITED STATES TRUSTEE

12  
13 By: \_\_\_\_\_

14 DARE LAW  
15 Trial Attorney

16 HEMAR ROUSSO & HEALD, LLP

17  
18 By: \_\_\_\_\_

19 RAFFI KATCHADOURIAN  
20 Attorneys for Secured Creditors  
21 HANA FINANCIAL, INC. and HANA SMALL  
22 BUSINESS LENDING, INC.