

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRSB Acquisition LLC		06/02/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	POSAB LLC		
Doing Business As:			
Street Address:	3828 W Carson Street Suite 102		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90503		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2229184	ALLOY	
Serial Number:	87034179	ALLOY	
Serial Number:	87035323	ALLOY APPAREL & ACCESSORIES	
Serial Number:	86347478	A BRAND	
CORRESPONDENCE DATA			
Fax Number:	3105439850		
<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) 543-1240		
Email:	ainoue@artianolaw.com		
Correspondent Name:	K. Anne Inoue		
Address Line 1:	3828 W Carson Street Suite 102		
Address Line 4:	Torrance, CALIFORNIA 90503		
NAME OF SUBMITTER:	K. Anne Inoue, Esq.		
SIGNATURE:	/kanneinoueesq/		
DATE SIGNED:	06/05/2017		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment Agreement") is made and entered into as of June 2, 2017, by and between HRSH Acquisition LLC, a New York limited liability company (the "Assignor") and POSAB LLC, a California limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated on or around April 13, 2017 (the "Purchase Agreement") regarding the sale of substantially all of the assets of Assignor to Assignee (the "Transaction"). In connection with the Transaction, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, its entire right, title and interest in and to all Seller IP, including to those trademark/service mark applications and/or registrations set forth on Exhibit A hereto (collectively, the "Assigned Trademarks"). The Representations and Warranties made by the Assignor in the Purchase Agreement shall also apply to this Assignment Agreement.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Agrees to execute declarations, if requested by Assignee, and necessary for any proceeding relating to the Assigned Trademarks.
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials performing the same or substantially same function as the Commissioner of Patents and Trademarks of the United States of America of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto. In the event that Assignor fails to timely comply with any reasonable request of Assignee set forth in this paragraph, Assignor hereby names Assignee as its attorney-in-fact, coupled with an interest, in order to take such

action and execute, deliver and perform such documents as are required to fulfill the intent of this paragraph.

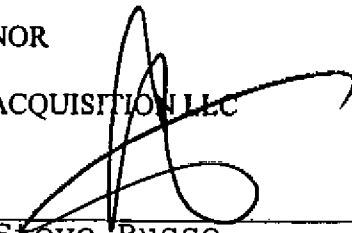
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been by Assignor or will be made or entered into which would conflict with this Assignment Agreement.
4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
5. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. All disputes and differences of any kind arising under this Assignment Agreement, including the existence or continued existence of this Assignment Agreement and the arbitrability of a particular issue, which cannot be settled amicably by the parties, shall be handled in accordance with the dispute resolution provisions set forth in Section 8.2 to the Purchase Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

ASSIGNOR

HRSH ACQUISITION LLC

By: 
Name: Steve Russo
Title: Managing Member
Date: June 2, 2017

ASSIGNEE

POSAB, LLC

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

ASSIGNOR

HRSH ACQUISITION LLC

By: _____
Name:
Title:
Date:

ASSIGNEE

POSAB, LLC

By: Stephen Ch
Name: Stephen Ch
Title: GM
Date: 5/31/17

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark/ Service Mark	Reg. No.	App. No.	Reg. Date	Filing Date	International Class/Goods
ALLOY	2229184	7597711 7	3/2/1999	3/24/199 7	35 (Mail order catalog services featuring sports clothing, backpacks, footwear, sunglasses, caps, belts and gloves and accessories); 25 (Sweaters)
ALLOY	---	8703417 9	---	5/12/201 6	9 (decorative eyewear, namely, eyeglasses, sunglasses; optical frames for eyeglasses); 14 (Jewelry; bracelets; earrings; necklaces); 18 (bags, namely, gym bags, duffel bags, travel bags, garment bags for travel, handbags, purses, tote bags, shoulder bags, toiletry cases, travel kit bags; 25 (clothing, namely, t-shirts, jackets, hats, pants, sportswear, dresses, jeans, shirts, tops, socks, hosiery, belts, scarves, footwear, shoes, slippers, swimwear, shorts); 35 (Retail store services, online retail services, and mail order catalog retail services in the fields of clothing, clothing accessories, bags, jewelry, footwear, eyewear)
ALLOY APPAREL & ACCESSORIE S	---	8703532 3	---	5/12/201 6	9 (same as above); 18 (same as above); 25 (clothing, namely, t-shirts, jackets, hats, pants, sportswear in the nature of sweatpants, exercise shirts, and yoga pants, dresses, jeans, shirts, tops, socks, hosiery, belts, scarves, footwear, shoes, slippers, swimwear, shorts); 35 (same as above)
A BRAND	---	8634747 8	---	7/24/201 4	25 (Belts, jeans, women's clothing, namely, shirts, dresses, skirts, blouses)