

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THREADS FOR THOUGHT, LLC		06/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	XCVI, LLC		
Street Address:	2311 South Santa Fe Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4247549	GIRL 2 GIRL	
Registration Number:	5114943	LIVE SUSTAINABLY	
Registration Number:	4069937	T4T	
Registration Number:	4231573	T4T SUSTAINABLE APPAREL	
Registration Number:	3379426	THREADS 4 THOUGHT	
Registration Number:	4031415	THREADS FOR THOUGHT	
CORRESPONDENCE DATA			
Fax Number:	8188279099		
<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:	(818) 827-9000		
Email:	dgreaves@bg.law		
Correspondent Name:	Deborah E Greaves		
Address Line 1:	21650 Oxnard Street		
Address Line 2:	Suite 500		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
NAME OF SUBMITTER:	Deborah E Greaves		
SIGNATURE:	/Deborah E Greaves/		
DATE SIGNED:	06/21/2017		

CH \$165.00 4247549

Total Attachments: 8

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**TRADEMARK ASSIGNMENT
AND POWER OF ATTORNEY**

WHEREAS, THREADS FOR THOUGHT, LLC, a Delaware limited liability company with an address at c/o Glenn K. Robbins II, 230 West 39th Street, 13th Floor, New York, New York 10019 ("**Assignor**"), owns certain U.S. and foreign trademarks and the trademark registrations, pending applications and any registrations that may issue therefrom, and all common law rights associated therewith, as set forth in **Schedule 1** hereto (collectively, the "**Trademarks**") and incorporated herein, and the goodwill associated therewith; and

WHEREAS, Assignor and **XCVI, LLC**, a California limited liability company with an address at 2311 South Santa Fe Avenue, Los Angeles, California 90058 ("**Assignee**"), entered into that certain Asset Purchase Agreement dated as of the date hereof (the "**Agreement**"); and

WHEREAS, in accordance and consistent with the terms of the Agreement, Assignor agreed to assign the Trademarks (and any other trademarks owned by Assignor, throughout the world, whether registered or not and whether or not set forth on **Schedule 1** hereto, which other trademarks are also included within the term "Trademarks" hereunder) to Assignee and to execute such documents and instruments of assignment as necessary to evidence such assignment of the Trademarks to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably conveys, transfers, assigns, and delivers to Assignee all of Assignor's right, title and interest of whatever kind in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all rights corresponding thereto throughout the world, registrations and any trademark applications, all common law rights relating thereto, along with that portion of the on-going and existing business to which the Trademarks pertain, and all rights to damages and profits, due or accrued, arising out of past and future infringements of said Trademarks, and the right to sue for and recover the same.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office and in the trademark offices of any and all other jurisdictions throughout the world, so as to establish Assignee as owner of record of the Trademarks.

Without limiting the foregoing, the rights assigned herein shall include any and all trademarks owned by Assignor, throughout the world, whether registered or not and whether or not set forth on **Schedule 1** hereto.

Assignor further hereby revokes all previous powers of attorney related to the Trademarks and appoints Assignee, with full power of substitution and revocation vested in Assignee, to

prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office and in the trademark offices of any and all other jurisdictions throughout the world in connection with and to demonstrate Assignor's consent to use, register, and/or attempt to register the Trademarks by Assignee and its successors and assigns.

Assignor further agrees, at the request of Assignee, promptly to (a) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Trademark Assignment and Power of Attorney at Assignor's expense; and (b) fully cooperate with Assignee, as reasonably required, at Assignee's expense, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and with the trademark offices of any and all other jurisdictions throughout the world, so that Assignee's ownership of the Trademarks is duly made of record.

This Trademark Assignment and Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns.

[Signatures commence on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Power of Attorney on June 21, 2017.

ASSIGNOR

ASSIGNEE

THREADS FOR THOUGHT, LLC

XCVI, LLC

By: 

Jonathan Wiesner, Managing Member

By: _____

Alon Zeltzer, President

By: _____

Eric Fleet, Managing Member

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ASSIGNOR

ASSIGNEE

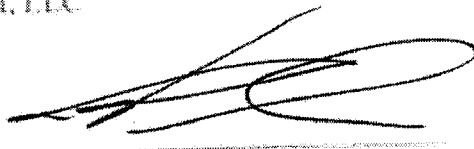
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Alan Zeltzer, President

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THREADS FOR THOUGHT, LLC

XCVI, LLC

By: _____
Jonathan Wiesner, Managing Member

By: _____
Alon Zeltzer, President

By:  6/21/17
Eric Fleet, Managing Member

SCHEDULE 1
TRADEMARKS
(See attached)

Trademark Report By Title
Search Criteria

Printed: 6/13/2017

Status ACTIVE - FILED
 Owner Name Threads for Thought, LLC

Display Options

Exclude Actions UL,RL,DU,SC
 Goods All
 Images All
 Owner All

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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GIRL 2 GIRL

UNITED STATES 5016759-26 9/20/2011 85/977,711 11/20/2012 4,247,549 REGISTERED 25
 OWNER: *Threads for Thought, LLC*

CURRENT DUE	ACTION
11/20/2018	AFFIDAVIT OF USE
11/20/2022	AFFIDAVIT W/ RENEWAL

CLASS	DESCRIPTION
25	Clothing apparel items, namely, shirts, T-shirts, sweatshirts, tank tops, knit tops and woven tops

LIVE SUSTAINABLY

UNITED STATES 5016759-41 6/26/2014 86/321,435 1/3/2017 5,114,943 REGISTERED 025
 OWNER: *Threads for Thought, LLC*

CURRENT DUE	ACTION
1/3/2023	AFFIDAVIT OF USE
1/3/2027	AFFIDAVIT W/ RENEWAL

CLASS	DESCRIPTION
025	Clothing apparel items, namely, knit tops, shirts, T-shirts, sweatshirts, and tank tops

T4T

UNITED STATES 5016759-19 3/4/2011 85/257,834 12/13/2011 4,069,937 REGISTERED 25
 OWNER: *Threads for Thought, LLC*

CURRENT DUE	ACTION
12/13/2017	AFFIDAVIT OF USE
12/13/2021	AFFIDAVIT W/ RENEWAL

CLASS	DESCRIPTION
25	Clothing apparel items, namely, shirts, T-shirts, sweatshirts, tank tops, knit tops and woven tops, blazers, knit bottoms, woven bottoms, pants, skirts, shorts, dresses, suits, swimwear, sweaters; denim wear, namely, jeans, pants, jackets and shirts; hats, gloves, scarves, belts, bandanas and footwear

T4T SUSTAINABLE APPAREL

UNITED STATES 5016759-25 2/28/2011 85/977,295 10/23/2012 4,231,573 REGISTERED 25
 OWNER: *Threads for Thought, LLC*

CURRENT DUE	ACTION
10/23/2018	AFFIDAVIT OF USE
10/23/2022	AFFIDAVIT W/ RENEWAL

CLASS	DESCRIPTION
25	Clothing apparel items, namely, shirts, t-shirts, sweatshirts, tank tops, knit tops

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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THREADS 4 THOUGHT

CANADA 5016759-37 9/26/2013 1,645,321 7/20/2015 TMA908,987 REGISTERED N/A
 OWNER: *Threads For Thought, LLC*

CURRENT DUE	ACTION
7/20/2018	PROOF OF USE
7/20/2030	RENEWAL

CLASS	DESCRIPTION
N/A	Clothing apparel items, namely, shirts, t-shirts, sweatshirts, tank tops, knit tops and woven tops, blazers, knit bottoms, woven bottoms, denim wear, namely, jeans, pants, jackets and shirts, pants, skirts, shorts, dresses, suits, hats, gloves, scarves, ties, belts, bandanas and footwear, namely athletic footwear, beach footwear, casual footwear, children's footwear, evening footwear, exercise footwear, golf footwear, infant footwear, outdoor winter footwear, rain footwear, sports footwear

JAPAN 5016759-38-JP 9/27/2013 1181224 9/27/2013 1181224 REGISTERED 025
 OWNER: *Threads For Thought, LLC*

CLASS	DESCRIPTION
025	Clothing apparel items, namely, shirts, t-shirts, sweatshirts, tank tops, knit tops and woven tops, blazers, knit bottoms, woven bottoms, denim wear, namely, jeans, pants, jackets and shirts, pants, skirts, shorts, dresses, suits, hats, gloves, scarves, ties, belts, bandanas and footwear

UNITED STATES 5016759-6 11/3/2005 78746,164 2/5/2008 3,379,426 REGISTERED 025
 OWNER: *Threads For Thought, LLC*

CURRENT DUE	ACTION
2/5/2028	AFFIDAVIT W/ RENEWAL

CLASS	DESCRIPTION
025	Clothing apparel items, namely, shirts, t-shirts, sweatshirts, tank tops, knit tops and woven tops, blazers, knit bottoms, woven bottoms, denim wear, namely, jeans, pants, jackets and shirts, pants, skirts, shorts, dresses, suits, hats, gloves, scarves, ties, belts, bandanas and footwear

WIPO 5016759-38 A0038316 9/27/2013 1181224 REGISTERED 025
 OWNER: *Threads For Thought, LLC*

CURRENT DUE	ACTION
9/27/2018	DEPENDENCY PRD ENDS
9/27/2022	RENEWAL LTC
9/27/2023	RENEWAL

CLASS	DESCRIPTION
025	Clothing apparel items, namely, shirts, t-shirts, sweatshirts, tank tops, knit tops and woven tops, blazers, knit bottoms, woven bottoms, denim wear, namely, jeans, pants, jackets and shirts, pants, skirts, shorts, dresses, suits, hats, gloves, scarves, ties, belts, bandanas and footwear

THREADS FOR THOUGHT

UNITED STATES 5016759-14 2/11/2011 85/239,727 9/27/2011 4,031,415 REGISTERED 025
 OWNER: *Threads for Thought, LLC*

CURRENT DUE	ACTION
9/27/2021	AFFIDAVIT W/ RENEWAL

CLASS	DESCRIPTION
025	Clothing apparel items, namely, shirts, T-shirts, sweatshirts, tank tops, knit tops and woven tops, blazers, knit bottoms, woven bottoms, pants, skirts, shorts, dresses, suits, sweaters; denim wear, namely, jeans, pants, jackets and shirts; hats, gloves, scarves, bandanas

END OF REPORT

TOTAL ITEMS SELECTED =

9