

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445337

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WALKER & ZANGER INC.		07/08/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOHO STUDIO CORP.		
<b>Street Address:</b>	800 SNEDIKER AVENUE		
<b>City:</b>	BROOKLYN		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11207		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3102543	SOHO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5162830277		
<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>	5162480300		
<b>Email:</b>	sstern@sternschurin.com		
<b>Correspondent Name:</b>	Steven Stern STERN & SCHURIN LLP		
<b>Address Line 1:</b>	595 Stewart Avenue, Suite 710		
<b>Address Line 4:</b>	Garden City, NEW YORK 11530		
<b>NAME OF SUBMITTER:</b>	Steven Stern		
<b>SIGNATURE:</b>	/Steven Stern/		
<b>DATE SIGNED:</b>	10/02/2017		
<b>Total Attachments: 2</b>			
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OP \$40.00 3102543

**TRADEMARK ASSIGNMENT**

Date: July 18, 2017

Assignor: Walker & Zanger, Inc.  
Address: 16719 Schoenborn Street  
North Hills, California 91343

Assignee: Soho Studio Corp.  
Address: 800 Snediker Avenue  
Brooklyn, NY 11207

WHEREAS, Walker & Zanger, Inc. (hereinafter "Assignor"), having an address set forth above, is the owner of the following trademark listed herein (hereinafter "The Trademark"):

MARK	APPLICATION NO.	REGISTRATION NO.
SOHO	76/389618	3102543

WHEREAS, Soho Studio Corp. (hereinafter "Assignee") desires to acquire and purchase, The Trademark, together with the goodwill of the business in connection with which The Trademark has been and is being used, and Assignor desires to convey same to Assignee;

WHEREAS, the terms of this assignment are subject to those of the concurrently-executed Trademark License agreement, whose terms are necessary conditions for this assignment;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers, unto its successor-in-interest, Assignee, and its successors, assigns or other legal representatives, free and clear of all liens, claims, and encumbrances, Assignor's entire right, title and interest, including common law rights, in and to The Trademark, together with the goodwill of the business in connection with which The Trademark has been and is being used, and the right to enforce The Trademark and to sue for and collect damages for past infringement of The Trademark.

Assignor represents and warrants that Assignor has the right to grant to Assignee the rights that are assigned or otherwise conveyed by this Assignment. Subject to the concurrently-executed Trademark License agreement, Assignor further represents and warrants that The Trademark conveyed herein is free from any and all liens, claims, and encumbrances, whatsoever. Assignor agrees to sign any additional documents as may be needed to carry out the purpose of this Assignment.

This assignment is binding on all parties who lawfully succeed to the rights of or take the place of Assignor or Assignee. This assignment may be executed in counterparts, each of which shall be deemed to be an original, and will be deemed fully executed when both parties have affixed authorized signatures, whether or not on a single page. Signatures received via facsimile or email (in PDF form) shall be as legally binding for all purposes as an original signature.

The Effective Date of this Assignment is the date set forth above.

IN WITNESS WHEREOF, Assignor has signed this document this 18th day of July 2017.

WALKER & ZANGER INC.



NAME: PAT PETROCELLI

TITLE: VICE PRESIDENT/COO