

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451506

<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>
FashInvest, Ltd.		11/15/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fairchild Publishing, LLC		
<b>Street Address:</b>	475 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87472678	FASHINVEST WHERE FASHION MEETS FINANCE	
<b>Registration Number:</b>	4069700	FASHINVEST	
<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>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	Jordan A. LaVine		
<b>Address Line 1:</b>	1835 Market Street, Suite 1050		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Jordan LaVine		
<b>SIGNATURE:</b>	/jordan lavine/		
<b>DATE SIGNED:</b>	11/20/2017		
<b>Total Attachments: 3</b>			
source=FashInvest IP Assigment#page1.tif			
source=FashInvest IP Assigment#page2.tif			
source=FashInvest IP Assigment#page3.tif			

OP \$65.00 87472678

**EXHIBIT B TO  
ASSET PURCHASE AGREEMENT**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of November 15, 2017, is made by FashInvest, Ltd., a Delaware corporation ("Assignor"), in favor of Fairchild Publishing, LLC, a Delaware limited liability company ("Assignee"), and together with Assignor, the "Parties").

WHEREAS, for good and valuable consideration, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), and Assignor has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office).

NOW THEREFORE, the Parties agree as follows:

1. **Trademark Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Schedule I, including all common law rights therein, and all registrations thereof;

(b) 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; and

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. At any time, and from time to time following the date hereof, each Party shall upon the other Party's reasonable request and at such other Party's expense, take any and all actions and execute, acknowledge and deliver to the requesting party any and all further

instruments and assurances necessary or expedient in order to effect the terms and provisions of this Assignment.

3. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The Parties agree that the delivery of this Assignment by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

4. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. **Governing Law.** This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

\* \* \* \* \*

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first above written.

FASHINVEST, LTD.

FAIRCHILD PUBLISHING, LLC

By: Robin J. Fruchman  
Name: Robin J. Fruchman  
Title: CEO

By: Todd Greene  
Name: Todd Greene  
Title: EVP Business Affairs

**Schedule I**

**Assigned Trademark Registrations and Applications**

1. Serial Number: 87472678; Word Mark: FashInvest Where Fashion Meets Finance
2. Serial Number: 85178821; Registration Number: 4069700; Word Mark: FashInvest
3. Serial Number: 77453979; Registration Number: 3948146; Word Mark: Fashion Investment  
FashInvest Where Fashion Meets Finance