

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452838

<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>
THE DESIGN AND SOURCE HOLDING COMPANY, LTD.		11/30/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THARANCO GROUP HOLDINGS LLC		
<b>Street Address:</b>	850 Paterson Plank Road		
<b>City:</b>	Secaucus		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07094		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3197658	LIVING PLANET	
<b>Registration Number:</b>	3407007	EARTH ROCKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126436500		
<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>	2126437000		
<b>Email:</b>	pto@sillscummis.com		
<b>Correspondent Name:</b>	Ilaria Maggioni		
<b>Address Line 1:</b>	101 Park Avenue, 28th Floor		
<b>Address Line 2:</b>	Sills Cummis & Gross P.C.		
<b>Address Line 4:</b>	New York, NEW YORK 10178		
<b>ATTORNEY DOCKET NUMBER:</b>	09910461.000001		
<b>NAME OF SUBMITTER:</b>	Ilaria Maggioni		
<b>SIGNATURE:</b>	/Ilaria Maggioni/		
<b>DATE SIGNED:</b>	12/01/2017		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "*Assignment*") is made and dated as of November 30, 2017, from **THE DESIGN AND SOURCE HOLDING COMPANY, LTD.**, a New York corporation with offices at 850 Paterson Plank Road, Secaucus, New Jersey, 07094 (formerly located at 1400 Broadway 33rd Floor New York, New York 10018) (the "*Assignor*") to **THARANCO GROUP HOLDINGS LLC**, a New York limited liability company with offices at 850 Paterson Plank Road, Secaucus, New Jersey, 07094 ("*Assignee*").

WHEREAS, Assignor has adopted, is using, and owns all right, title and interest in and to the trademarks set forth on Exhibit A attached hereto (the "*Trademarks*"), and

WHEREAS, Assignor agrees to convey, sell, assign, and transfer to Assignee, Assignor's entire right, title and interest in and to the Trademarks and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, all of Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks (including that part of Assignor's business to which it pertains), and the right to apply for, register and renew the Trademarks, all royalties, damages, and payments now or hereafter due or payable, all causes of action (in law and/or equity) and the right to sue, counterclaim, recover, and collect damages for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights, including the goodwill, corresponding thereto throughout the respective countries where Assignor holds rights in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor hereby agrees to immediately cease using the Trademarks and further covenants and agrees, without further consideration, that it will, at Assignee's reasonable request, (i) execute and deliver any and all applications, assignments or other instruments which Assignee shall reasonably deem necessary to complete the assignment of the Trademarks, at no cost to Assignor; (ii) take commercially reasonable measures, without cost to Assignor, at Assignee's reasonable request, to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Trademarks registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured.

Assignor hereby represents that it has the right to convey the entire interest herein assigned, and that it has not executed any agreement in conflict herewith, effective the date first written above.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.



This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of one or more signatures to this Assignment by facsimile or email (in PDF or similar electronic file format) shall be deemed adequate delivery for all purposes hereof.

Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.

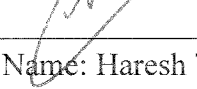
*[Signatures follow on next page]*



IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademarks Agreement by its duly authorized officer as of the date first written above.

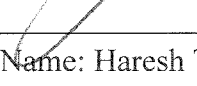
**ASSIGNOR:**

**THE DESIGN AND SOURCE HOLDING  
COMPANY, LTD.**

By:   
Name: Haresh Tharani  
Title: President

**ASSIGNEE:**

**THARANCO GROUP HOLDINGS LLC**

By:   
Name: Haresh Tharani  
Title: Managing Member

*[Trademark Assignment Signature Page]*

**EXHIBIT A**

**Trademarks**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>INTERNATIONAL CLASS: GOODS</b>
<b>Living Planet</b>	3197658	January 9, 2007	25: Women's clothing, namely, knit tops and bottoms, woven tops and bottoms, sweaters, skirts dresses
<b>Earth Rocks</b>	3407007	April 1, 2008	25: Men's and women's clothing and footwear, namely, knit tops and bottoms, woven tops and bottoms, shirts, pants, jeans, sweaters, skirts, dresses, suits, pantsuits, coats, belts, shoes, hosiery and socks.

