

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458509

<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>
PEEKAY, INC.		11/22/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TLA ACQUISITION CORP.		
<b>Street Address:</b>	901 W Main Street, Suite A		
<b>City:</b>	Auburn		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2228130	A TOUCH OF ROMANCE	
<b>Registration Number:</b>	4311817	LOVERS	
<b>Registration Number:</b>	4288044	LOVERS	
<b>Registration Number:</b>	1922743	LOVERS PACKAGE	
<b>Registration Number:</b>	3317935		
<b>Registration Number:</b>	3283605	SUTERA	
<b>Registration Number:</b>	3498172	SUTERA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032202480		
<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>	503-294-9848		
<b>Email:</b>	lisa.davis@stoel.com		
<b>Correspondent Name:</b>	Stoel Rives LLP - Anne W. Glazer		
<b>Address Line 1:</b>	760 SW Ninth Avenue, Suite 3000		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>ATTORNEY DOCKET NUMBER:</b>	53855-7		
<b>NAME OF SUBMITTER:</b>	Lisa M. Davis, Paralegal		
<b>SIGNATURE:</b>	/lisamdavis/		

OP \$190.00 2228130

<b>DATE SIGNED:</b>	01/18/2018
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**Total Attachments: 4**

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## FORM OF ASSIGNMENT OF TRADEMARKS

WHEREAS, PEEKAY, INC. ("Assignor") is the owner of the United States trademark applications and registrations listed on Schedule A hereof ("Trademarks"); and

WHEREAS, is among TLA ACQUISITION CORP., a Delaware corporation, ("Assignee"), desires that Assignor transfer all right, title and interest in the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby agree as follows:

1. Assignor does hereby sell and assign unto Assignee the entire right, title and interest in and to said Trademarks, together with all the goodwill of the business symbolized thereby, and all rights for recovery, damages and profits for past infringements thereof, if any.

2. Assignor does hereby agree to cooperate with Assignee and take all such action as may be necessary to assign from Assignor to Assignee the Trademarks, including, without limitation, the full and complete execution of any form that may be required to accomplish the same result, and to take all action necessary to ensure that the said Trademarks are transferred to and stand in the name of Assignee.

This Assignment of Trademarks (i) is made pursuant to, and is subject to, the representations, warranties and other terms of the Amended and Restated Asset Purchase Agreement, dated as of November 22, 2017 (the "Asset Purchase Agreement"), by and among Peekay Boutiques, Inc., a Nevada corporation (the "Seller") and each of the subsidiaries of Seller listed on Schedule 1 therein, and Assignee, and (ii) shall be binding upon and inure solely to the benefit of Assignee and its successors and assigns in accordance with the terms of the Asset Purchase Agreement. This Assignment of Trademarks is subject to and limited by the terms and conditions of the Asset Purchase Agreement. This Assignment of Trademarks is intended to implement the provisions of the Asset Purchase Agreement and shall not be construed to alter, enhance, expand or modify the rights or obligations of the parties thereunder. Assignor and Assignee acknowledge and agree that the representations, warranties, conditions, limitations, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Assignment of Trademarks, the terms of the Asset Purchase Agreement shall prevail.

This Assignment of Trademarks shall be governed by the provisions of the Asset Purchase Agreement, unless the context otherwise requires, including but not limited to provisions concerning severability, construction, enforcement, governing law and jurisdiction.

This Assignment of Trademarks may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same document. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed on its behalf on this 17<sup>th</sup> day of November, 2017.

PEEKAY, INC., as ASSIGNOR:

By: 

Name: Robert H. Hines

Title: CFO

TLA ACQUISITION CORP., as  
ASSIGNEE:

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Assignment of Trademarks]*

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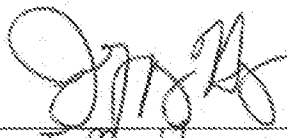
TRADEMARK  
REEL: 006251 FRAME: 0989

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed on its behalf on this 22nd day of November, 2017.

**PEEKAY, INC., as ASSIGNOR:**



By: \_\_\_\_\_  
Name:  
Title:

**TLA ACQUISITION CORP., as  
ASSIGNEE:**

By:  \_\_\_\_\_  
Name: Jeffrey Hager  
Title: President

*{Signature Page to Assignment of Trademarks}*

Schedule A

MARK	OWNER	REG. DATE	REG. NO.
A TOUCH OF ROMANCE	Peekay, Inc.	3/2/1999	2228130
LOVERS	Peekay, Inc.	4/2/2013	4311817
LOVERS AND DESIGN 	Peekay, Inc.	2/12/2013	4288044
LOVERS PACKAGE	Peekay, Inc.	9/26/1995	1922743
MISC DESIGN (LOVERS LOGO) 	Peekay, Inc.	10/23/2007	3317935
SUTERA	Peekay, Inc.	8/21/2007	3283605
SUTERA	Peekay, Inc.	9/9/2008	3498172