

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM461429

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| Mamiye Brothers, Inc.   |  | 02/07/2018            | Corporation: NEW JERSEY |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Natalie Janda                                      |                       |                         |
| <b>Street Address:</b>  | 439 N. Colorado Avenue                             |                       |                         |
| <b>City:</b>  | Minden   |                       |                         |
| <b>State/Country:</b>   | NEBRASKA   |                       |                         |
| <b>Postal Code:</b>   | 68959  |                       |                         |
| <b>Entity Type:</b>   | INDIVIDUAL: UNITED STATES                          |                       |                         |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3327859  | HISSYFIT BLUES        |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 5168690991   |                       |                         |
| <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>   | 516-869-6422                                       |                       |                         |
| <b>Email:</b>   | legalsiegal@aol.com                                |                       |                         |
| <b>Correspondent Name:</b>  | Laura Siegal                                       |                       |                         |
| <b>Address Line 1:</b>  | 39 Chestnut Road                                   |                       |                         |
| <b>Address Line 4:</b>  | Manhasset, NEW YORK 11030                          |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Laura B. Siegal                                    |                       |                         |
| <b>SIGNATURE:</b>   | /Laura B. Siegal/                                  |                       |                         |
| <b>DATE SIGNED:</b>   | 02/08/2018   |                       |                         |
| <b>Total Attachments: 3</b>   |  |                       |                         |
| source=Mamiye - HISSYFIT BLUES Assmt (exec.)#page1.tif  |  |                       |                         |
| source=Mamiye - HISSYFIT BLUES Assmt (exec.)#page2.tif  |  |                       |                         |
| source=Mamiye - HISSYFIT BLUES Assmt (exec.)#page3.tif  |  |                       |                         |

OP \$40.00 3327859

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of the date shown in the signature block hereto (the "Effective Date") by Assignor to Assignee, as those terms are defined below.

| Assignor  |  | Assignee                                       |
|---|--|--|
| Mamiye Brothers, Inc.   |  | Natalie Janda                                  |
| A New Jersey corporation  |  | An Individual                                  |
| 1385 Broadway, 18 <sup>th</sup> Floor<br>New York, New York 10018 |  | 439 N. Colorado Ave.<br>Minden, Nebraska 68959 |

Assignor owns the mark "HISSYFIT BLUES" in the United States (the "Mark") and has secured an incontestable federal registration for the Mark, Reg. No. 3,327,859, registered on October 30, 2007 (the "Registration"). Assignor has used the Mark to identify various goods offered and sold, or otherwise made available by Assignor, including "*Women's, girls' and children's jeans, pants, skirts, shorts, jackets,*" which is the description of goods shown in and covered by the Registration.

Assignor now desires to assign to Assignee, and Assignee desires to receive from Assignor, all of Assignor's right, title, and interest in and to the Registration and the Mark, together with all Assignor's goodwill associated therewith and symbolized thereby.

**NOW, THEREFORE**, in consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00), the receipt and sufficiency of which are acknowledged, the Assignor hereby makes the following assignment of all its right, title, and interest in and to the Mark and the Registration:

1. The Mark and the Registration. The Mark and the Registration being assigned by Assignor to Assignee hereunder (together with all associated goodwill) are as described above.
2. Assignment. Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Registration and the Mark, together with all of Assignor's goodwill associated therewith and symbolized thereby.
3. Goodwill. The said sale, transfer, assignment, and conveyance includes all the goodwill of the business of Assignor associated with and symbolized by the said mark.
4. Assignor's Representations. Assignor represents and warrants as follows:
  - A. Assignor has the right to transfer ownership of the Registration and the Mark, and all the goodwill associated therewith, to Assignee free of any and all liens, claims, charges, encumbrances, licenses, mortgages, or security interests.
  - B. The transfer of ownership of the Registration and of the Mark, as provided for herein, will not breach any agreement, covenant, or understanding to which Assignor is a party and to the knowledge of Assignor, will not violate any law, rule, regulation, ordinance, or decree of any municipal or governmental agency, entity, branch, or body.
  - C. The Mark, to the knowledge of Assignor, has not been infringed and is not being infringed by any third party, and Assignor has not previously licensed, sold, transferred, conveyed, granted, or given to any third party any title to or rights in the Mark which would, in any way, interfere with the exclusive, uninterrupted, and unencumbered ownership and right of use by Assignee intended to be granted hereby.
5. Other Actions. Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee clear and exclusive title to the Registration, the Mark, and the rights transferred hereunder.
6. Additional Rights. In addition to the other rights referenced herein, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of rights in or to the Registration or the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. Assignee is authorized to communicate with the United States Patent and Trademark Office (the "USPTO"), and the USPTO is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or

provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the date shown below.

**ASSIGNOR**

  
\_\_\_\_\_  
Mamiye Brothers, Inc.

By: Hymen Mamiye

Title: President

Date: 2/7/18