

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Color Image Apparel, Inc.		01/26/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ALO, LLC		
Street Address:	6670 Flotilla Street		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3875869	ALO	
Registration Number:	5172309	ALO	
Registration Number:	4519311	ALO SPORT	
Registration Number:	5172308	ALO YOGA	
Serial Number:	86764916	GODDESS LEGGING	
Serial Number:	76710461	ACTIVE INVESTMENT ADVISORS	
Serial Number:	86710452	MESH GODDESS LEGGING	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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>			
Phone:	714-641-5100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindsay J. Hulley, c/o Rutan & Tucker		
Address Line 1:	611 Anton Blvd.		
Address Line 2:	Floor 14		
Address Line 4:	Costa Mesa, CALIFORNIA 92626-7681		
ATTORNEY DOCKET NUMBER:	101795.0000		
NAME OF SUBMITTER:	Lindsay J. Hulley		
SIGNATURE:	/Lindsay J. Hulley/		

CH \$190.00 3875869

DATE SIGNED:	03/02/2018
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Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of January 26, 2018 (the "Effective Date"), by and between Color Image Apparel, Inc., a California corporation (the "Assignor"), and ALO, LLC, a California limited liability company (the "Assignee").

Recitals

Assignor is the owner of the trademarks used in the United States of America (the "USA Trademarks") listed on Schedule I, and is the owner of the trademarks used outside of the United States of America (the "Foreign Trademarks") listed on Schedule II both of which are attached hereto and incorporated herein by reference. The USA Trademarks and Foreign Trademarks are collectively referred to as the "Trademarks."

Assignee wishes to acquire all the right, title and interest in and to the Trademarks, and any pending applications and registrations thereof, together with the goodwill pertaining thereto.

Assignee is the successor to the portion of the business to which the Trademarks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns the Trademarks and any registrations thereof, together with the goodwill pertaining thereto, to Assignee as follows:

1. GRANT OF RIGHTS:

Assignor irrevocably grants, transfers, assigns and delivers to Assignee, all right, title and interest of every kind and character throughout the world that it has in and to the Trademarks, and the goodwill of the business pertaining thereto, including the right to and all claims for past damages, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee Assignor's full and complete title to, interest in, and ownership of, the Trademarks.

2. REPRESENTATIONS AND WARRANTIES:

Assignor represents and warrants as of the Effective Date:

2.1. Assignor is the owner of the Trademarks free and clear of any lien, encumbrance, claim or challenge other than the grant of a security interest in the Trademarks by Assignor to Comerica Bank, a Texas banking association, in its capacity as Agent and in its capacity as a Lender under the Revolving Credit and Term Loan Agreement dated May 14, 2014 (as amended

from time to time, the "Credit Agreement") entered into by Assignor, Agent, the Lender and the other Lenders from time to time who are party thereto, and, to Assignor's knowledge, the Trademark registrations are duly perfected, fully paid to date, and in good standing, and all trademark applications are pending without opposition or objection by any third party.

2.2. Except as otherwise set forth in 2.1 above, Assignor has not previously assigned to any other person its ownership, right, or title, in whole or in part, to any of the Trademarks. This Assignment is subject to, and the assigned Trademarks will continue to be subject to, the security interest granted to the Agent on behalf of the Lenders as provided under the Credit Agreement.

2.3. If required under the Credit Agreement, Assignor will obtain from the Agent, on behalf of the Lenders, the consent of the Agent and the Lenders to the assignment and transfer of the Trademarks hereunder, provided that Assignee will cooperate with Assignor in executing, acknowledging and delivering such security agreements, assignments, conveyances and other assurances, documents and instruments of collateral assignment to the Agent, on behalf of the Lenders, as Assignor may reasonably request from time to time for the purpose of obtaining such consent of Agent, and provided further that Assignee shall take any and all such other actions consistent with the terms of this Assignment and the continuation of the security interest grant to the Agent on behalf of the Lenders in the Trademarks as may be required under the Credit Agreement, the Security Agreement (as defined in the Credit Agreement), and any other agreements, documents or instruments associated with or related to the Credit Agreement, Security Agreement, and any such other agreements, documents or instruments.

3. RIGHTS AND OBLIGATIONS:

Assignor agrees to execute and deliver or cause to be executed and delivered to Assignee or any purchaser of the Trademarks from Assignee any and all documents and instruments, in form and substance reasonably satisfactory to Assignee and its counsel, necessary to effect and complete the assignment, transfer, grant or sale to Assignee of all rights or property acquired or intended by Assignor and Assignee to be acquired by Assignee under this Assignment, and shall pay any fees or expense found due and owing prior to the date of this Assignment.

4. ASSIGNMENT:

The obligations, representations and warranties of Assignor herein may be transferred by Assignee to any purchaser of the Trademarks from Assignee and such purchaser may enforce the representations and warranties as though made to it. This Assignment shall bind and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

5. AUTHORIZATION.

Assignor authorizes the Commissioner of Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks and the registration thereof including any renewals, extensions or maintenance filings thereof or relating thereto.

6. COUNTERPARTS.


This Assignment may be executed in one or more counterparts, or by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment transmitted by facsimile or via the Internet as a PDF or JPEG electronic format file, shall be effective as delivery of a manually executed counterpart of this Assignment for all purposes.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

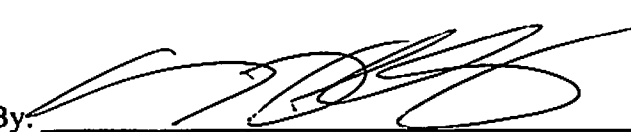
Color Image Apparel, Inc.

By: 

Marco DeGeorge, Co-President

ASSIGNEE:

ALO, LLC

By: 

Marco DeGeorge, Manager

Schedule I

Trademarks

No.	Trademark	Image (if a non-standard character mark)	Serial Number	Registration Number
1.	ALO		77/891801	3875869
2.	ALO (18, 25, 28)		86/741238	5172309
3.	ALO SPORT		85/981400	4519311
4.	ALO YOGA		86/741208	5172308
5.	GODDESS LEGGING		86/764916	N/A
6.	GODDESS RIBBED LEGGING		86/710461	N/A
7.	MESH GODDESS LEGGING		86/710452	N/A

Schedule II

Foreign Trademarks

No.	Trademark	Country	Application Number	Registration Number
1.	ALO (cl. 18)	AE	241929	241929
2.	ALO (cl. 25 non-priority)	AE	241931	N/A
3.	ALO (cl. 25)	AE	241930	241930
4.	ALO (cl. 28)	AE	241932	241932
5.	ALO YOGA (cl. 18)	AE	241933	241933
6.	ALO YOGA (cl. 25)	AE	241934	241934
7.	ALO YOGA (cl. 28)	AE	241935	241935
8.	GODDESS LEGGING	AE	253361	253361
9.	ALO (18, 25, 27)	AG	1280420	N/A
10.	ALO YOGA	AG	1274269	N/A
11.	GODDESS LEGGING	AG	15606	N/A
12.	ALO (cl. 18)	AR	3440359	2827183
13.	ALO (cl. 25)	AR	3440360	2827184
14.	ALO (cl. 25)	AR	3440362	N/A
15.	ALO (cl. 27)	AR	3440361	2848065
16.	ALO YOGA (cl. 18)	AR	3445154	2836249
17.	ALO YOGA (cl. 25)	AR	3445155	2830778
18.	ALO YOGA (cl. 27)	AR	3445156	2830779
19.	GODDESS LEGGING	AR	3488149	N/A
20.	ALO (18, 25, 28)	AU	1718621	1718621
21.	ALO YOGA	AU	1718620	1718620
22.	GODDESS LEGGING	AU	1760179	N/A
23.	ALO (cl. 18)	BR	909957355	N/A
24.	ALO (cl. 25)	BR	909957401	N/A
25.	ALO (cl. 27)	BR	909957444	N/A
26.	ALO YOGA (cl. 18)	BR	909957460	N/A
27.	ALO YOGA (cl. 25)	BR	909957495	N/A
28.	ALO YOGA (cl. 27)	BR	909957517	N/A
29.	GODDESS LEGGING	BR	910783560	N/A
30.	ALO (18, 25, 28)	CA	1744401	N/A
31.	ALO YOGA	CA	1744393	N/A
32.	GODDESS LEGGING	CA	1773244	N/A
33.	ALO (18, 25, 27)	CH	1280420	N/A
34.	ALO YOGA	CH	1274269	N/A
35.	GODDESS LEGGING	CH	53499/2016	688717

No.	Trademark	Country	Application Number	Registration Number
36.	ALO (cl. 18)	CL	1169803	N/A
37.	ALO (cl. 25)	CL	1169820	N/A
38.	ALO (cl. 25, 27)	CL	1169808	1199819
39.	ALO YOGA (cl. 18, 25, 27)	CL	1171544	1234924
40.	GODDESS LEGGING	CL	1260108	N/A
41.	ALO	CN	12173255	N/A
42.	ALO & design	CN	10702873	10702873
43.	ALO & design	CN	12173254	N/A
44.	ALO (18, 25, 27)	CN	1280420	N/A
45.	ALO (cl. 25)	CN	23607835	N/A
46.	ALO YOGA	CN	1274269	N/A
47.	GODDESS LEGGING	CN	19376953	N/A
48.	ALO (cl. 18, 25, 28)	CR	01/2015-009100	N/A
49.	ALO YOGA (cl. 18, 25, 28)	CR	01/2015-009425	N/A
50.	GODDESS LEGGING	CR	2016-002699	255991
51.	ALO (18, 25, 27)	EM	014528483	014528483
52.	ALO YOGA	EM	014528491	N/A
53.	GODDESS LEGGING	EM	015234611	N/A
54.	ALO (18, 25, 28)	GB	3125352	3125352
55.	ALO YOGA	GB	3125351	3125351
56.	ALO	HK	303688741	303688741
57.	ALO (cl. 18, 25)	HK	303529602	303529602
58.	ALO YOGA (cl. 18, 25, 27)	HK	303547675	303547675
59.	GODDESS LEGGING	HK	303718233	303718233
60.	ALO (cl. 18)	ID	D002015053914	N/A
61.	ALO (cl. 25)	ID	D002015053728	N/A
62.	ALO (cl. 25)	ID	D002015053916	N/A
63.	ALO (cl. 28)	ID	D002015056591	N/A
64.	ALO YOGA (cl. 18)	ID	D002015053919	N/A
65.	ALO YOGA (cl. 25)	ID	D002015053922	N/A
66.	ALO YOGA (cl. 28)	ID	D002015053921	N/A
67.	GODDESS LEGGING	ID	D002016013326	N/A
68.	ALO (18, 25, 27)	IL	1280420	N/A
69.	ALO YOGA	IL	1274269	1274269
70.	GODDESS LEGGING	IL	283966	N/A
71.	ALO (18, 25, 27)	IN	1280420	N/A
72.	ALO YOGA	IN	1274269	1274269
73.	GODDESS LEGGING	IN	3216532	N/A
74.	ALO (18, 25, 27)	JP	1280420	1280420
75.	ALO YOGA	JP	1274269	1274269

No.	Trademark	Country	Application Number	Registration Number
76.	GODDESS LEGGING	JP	2016-030603	5970203
77.	ALO (18, 25, 27)	KR	1280420	N/A
78.	ALO YOGA	KR	1274269	N/A
79.	GODDESS LEGGING	KR	40-2016-0020728	N/A
80.	ALO (18, 25, 27)	MA	1280420	N/A
81.	ALO YOGA	MA	1274269	N/A
82.	GODDESS LEGGING	MA	174183	174183
83.	ALO (cl. 28)	MX	1658709	1610658
84.	ALO YOGA (cl. 25)	MX	1658713	1655232
85.	ALO YOGA (cl. 28)	MX	1658715	1610659
86.	GODDESS LEGGING	MX	1727919	1659459
87.	ALO (cl. 18)	MY	2015065223	2015065223
88.	ALO (cl. 25)	MY	2015065226	2015065226
89.	ALO (cl. 25)	MY	2015065234	2015065234
90.	ALO (cl. 28)	MY	2015065230	2015065230
91.	ALO YOGA (cl. 18)	MY	2015066242	2015066242
92.	ALO YOGA (cl. 25)	MY	2015066244	N/A
93.	ALO YOGA (cl. 28)	MY	2015066245	2015066245
94.	GODDESS LEGGING	MY	2016054811	N/A
95.	ALO (18, 25, 27)	NZ	1280420	1034704
96.	ALO YOGA	NZ	1274269	1032118
97.	GODDESS LEGGING	NZ	1039638	N/A
98.	ALO (cl. 18)	PA	244316-01	244316-01
99.	ALO (cl. 25)	PA	244317-01	244317-01
100.	ALO (cl. 28)	PA	244315-01	244315-01
101.	ALO YOGA (cl. 18)	PA	244428-01	244428-01
102.	ALO YOGA (cl. 25)	PA	244426-01	244426-01
103.	ALO YOGA (cl. 28)	PA	244430-01	244430-01
104.	GODDESS LEGGING	PA	248456	N/A
105.	ALO (cl. 18)	PE	632952-2015	N/A
106.	ALO (cl. 27)	PE	632953-2015	15427
107.	ALO YOGA (cl. 18, 25, 27)	PE	635016-2015	15628
108.	GODDESS LEGGING	PE	654776-2016	238413
109.	ALO (18, 25, 27)	PH	1280420	N/A
110.	ALO YOGA	PH	1274269	N/A
111.	GODDESS LEGGING	PH	4-2016-003079	1274269
112.	ALO (18, 25, 28)	RU	2015727886	591216
113.	ALO (cl. 25)	RU	2015727889	591325
114.	ALO YOGA	RU	2015727887	589464
115.	GODDESS LEGGING	RU	2016708539	614117