

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469606

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ali Khan Designs, Inc. | | 01/17/2018 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Fragments Holding, LLC | | |
| Street Address: | 42 West 39th Street, 8th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2899399 | ALI KHAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | hlazarus@lazarusandlazarus.com | | |
| Correspondent Name: | Harlan M. Lazarus - Lazarus & Lazarus PC | | |
| Address Line 1: | 240 Madison Avenue, 8th Floor | | |
| Address Line 4: | New York, NEW YORK 10016 | | |
| NAME OF SUBMITTER: | Harlan M. Lazarus | | |
| SIGNATURE: | /Harlan M. Lazarus/ | | |
| DATE SIGNED: | 04/12/2018 | | |
| Total Attachments: 6 | | | |
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OP \$40.00 2899399

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 17th day of January 2018 (the "Effective Date") by and between **Ali Khan Designs, Inc.**, a New York corporation having its principal office and place of business at 389 Fifth Avenue, New York, NY 10016 ("Assignor") and **Fragments Holding, LLC**, a New York limited liability company having its principal office at 42 West 39th Street, 8th Floor, New York, NY 10018 ("Assignee").

RECITALS

Assignor owns the entire right, title and interest in and to a certain U.S. trademark filed with the United States Patent & Trademark Office attached hereto as Exhibit A and a common law trademark right in the trade name "ALI KHAN" (collectively the "Mark");

Assignor, as seller, and Assignee, as purchaser, entered that certain Asset Purchase Agreement dated January 17, 2018 (the "APA");

Under the terms of the APA, the Assignor has agreed to transfer the Mark to the Assignee;

Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Mark;
 - (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;
 - (iv) there are no liens or security interests against the Mark;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (vi) execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or Bylaws.
3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after

the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of New York, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of New York. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Ali Khan Designs, Inc.

By: 
Paul Aberbach

ASSIGNEE:

Fragments Holding, LLC

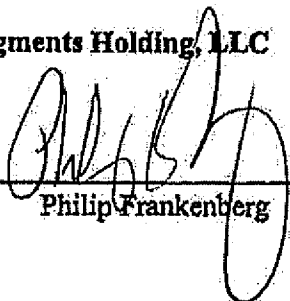
By: 
Philip Frankenberg

Exhibit A

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United States Patent and Trademark Office

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Typed Drawing

| | |
|---------------------------------|---|
| Word Mark | ALI KHAN |
| Goods and Services | IC 014. US 002 027 028 050. G & S; Jewelry. FIRST USE: 19910000. FIRST USE IN COMMERCE: 19910000 |
| Mark Drawing Code | (1) TYPED DRAWING |
| Serial Number | 78193989 |
| Filing Date | December 12, 2002 |
| Current Basis | 1A |
| Original Filing Basis | 1A |
| Published for Opposition | August 10, 2004 |
| Registration Number | 2899399 |
| Registration Date | November 2, 2004 |
| Owner | (REGISTRANT) Ali Khan Designs, Inc. CORPORATION NEW YORK 389 Fifth Avenue New York NEW YORK 10016 |
| Attorney of Record | Chester Rothstein, Esq. |
| Type of Mark | TRADEMARK |
| Register | PRINCIPAL |
| Affidavit Text | SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20141115. |
| Renewal | 1ST RENEWAL 20141115 |
| Other Data | The name ALI KAHN identifies a living individual whose consent is of record. |
| Live/Dead Indicator | LIVE |

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Exhibit B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, **Ali Khan Designs, Inc.** a New York corporation having its principal office and place of business at 389 5th Avenue, New York, NY 10016 ("**Assignor**") owns all the right, title and interest in and to the mark identified in Exhibit A hereto (the "**Mark**"); and

WHEREAS, **Fragments Holding, LLC**, a New York limited liability company having its principal office at 42 West 39th Street, 8th Floor, New York, NY 10018 ("**Assignee**"), desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Assignor:

Ali Khan Designs, Inc.

By: 

Paul Aberbach

Assignee:

Fragments Holding, LLC

By: 

Philip Frankenberg

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Trademark Assignment Agreement – ALI KHAN