

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKA Mystique Accessories, LLC		01/17/2018	Limited Liability Company: 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:	4787041	FESTIVE	
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: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 17th day of January 2018 (the "Effective Date") by and between **AKA Mystique Accessories, LLC**, a New York limited liability company 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 "FESTIVE" (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:

AKA Mystique Accessories, LLC

By: _____

Paul Aberbach

ASSIGNEE:

Fragments Holding, LLC

By: _____

Philip Frankenberg

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Exhibit A

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United States Patent and Trademark Office

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FESTIVE

Word Mark **FESTIVE**
 Goods and Services IC 014, US 002 027 028 050, G & S: Jewelry. FIRST USE: 20140600. FIRST USE IN COMMERCE: 20140600

Standard Characters Claimed
 Mark Drawing Code (4) STANDARD CHARACTER MARK
 Serial Number 86278691
 Filing Date May 12, 2014
 Current Basis 1A
 Original Filing Basis 1B
 Published for Opposition October 7, 2014
 Registration Number 4787041
 Registration Date August 4, 2015
 Owner (REGISTRANT) AKA Mystique Accessories, LLC LIMITED LIABILITY COMPANY NEW YORK 389 Fifth Avenue, Suite 402 New York NEW YORK 10016
 Attorney of Record Chester Rothstein
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Live/Dead Indicator LIVE

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1/16/2018

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Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, AKA **Mystique Accessories, LLC** a New York limited liability company 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:

AKA Mystique Accessories, LLC

By: 

Paul Aberbach

Assignee:

Fragments Holding, LLC

By: 

Philip Frankenberg

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Trademark Assignment Agreement - FESTIVE

RECORDED: 04/12/2018

TRADEMARK
REEL: 006312 FRAME: 0105