

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM464179

|   |  |                       |                                       |
|---|--|-----------------------|---------------------------------------|
| <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>                    |
| Madison Nicole LLC  |  | 01/25/2018            | Limited Liability Company:<br>FLORIDA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                       |
| <b>Name:</b>  | MNRobinson, LLC                                    |                       |                                       |
| <b>Street Address:</b>  | 230 Westcott Street, Suite 120                     |                       |                                       |
| <b>City:</b>  | Houston  |                       |                                       |
| <b>State/Country:</b>   | TEXAS  |                       |                                       |
| <b>Postal Code:</b>   | 77007  |                       |                                       |
| <b>Entity Type:</b>   | Limited Liability Company: TEXAS                   |                       |                                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                       |
| <b>Registration Number:</b>   | 3865538  | FISHFLOPS             |                                       |
| <b>Registration Number:</b>   | 4731946  | MADISON NICOLE        |                                       |
| <b>Registration Number:</b>   | 5068893  | FISHFLOPS             |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                       |
| <b>Fax Number:</b>  | 7134810844   |                       |                                       |
| <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>   | 713-640-5933                                       |                       |                                       |
| <b>Email:</b>   | trademarks@choksilaw.com                           |                       |                                       |
| <b>Correspondent Name:</b>  | Sunisha Choksi                                     |                       |                                       |
| <b>Address Line 1:</b>  | P.O. Box 941147 Houston                            |                       |                                       |
| <b>Address Line 4:</b>  | Houston, TEXAS 77094                               |                       |                                       |
| <b>NAME OF SUBMITTER:</b>   | Sunisha Choksi                                     |                       |                                       |
| <b>SIGNATURE:</b>   | /ssc/  |                       |                                       |
| <b>DATE SIGNED:</b>   | 03/02/2018   |                       |                                       |
| <b>Total Attachments: 2</b>   |  |                       |                                       |
| source=US_Trademark Assignment_Madison Nicole LLC to MNRobinson LLC [dated 01.25.2018]#page1.tif  |  |                       |                                       |
| source=US_Trademark Assignment_Madison Nicole LLC to MNRobinson LLC [dated 01.25.2018]#page2.tif  |  |                       |                                       |

OP \$90.00 3865538

**TRADEMARK ASSIGNMENT**  
**(U.S. Registered Trademarks)**

**THIS TRADEMARK ASSIGNMENT** (“Assignment”) is made effective January 25th, 2018, from Madison Nicole LLC, a Florida limited liability company with a business address at 1515 North Federal Highway, Suite 206, Boca Raton, Florida 33432 (the “Assignor”) to MNRobinson LLC, a Texas limited liability company with a mailing address at 230 Westcott St., Suite 120, Houston, Texas 77007 (the “Assignee”).

**WHEREAS**, Assignor is the owner of the FISHFLOPS and MADISON NICOLE trademarks for the following goods now registered in the United States Patent and Trademark Office (the “Marks”):

| <b>MARK</b>    | <b>REGISTRATION SERIAL NO.</b> | <b>REGISTRATION DATE</b> | <b>GOODS IN INTERNATIONAL CLASS</b>                                    |
|----------------|--------------------------------|--------------------------|--|
| FISHFLOPS      | 3,865,538                      | 10/19/2010               | In Class 25: Footwear  |
| MADISON NICOLE | 4,731,946                      | 05/05/2015               | In Class 16: Clothing and apparel, namely, tops, t-shirts and footwear |
| FISHFLOPS      | 5,068,893                      | 10/25/2016               | In Class 25: Clothing and apparel, namely, t-shirts                    |

**WHEREAS**, Assignor desires to sell, assign, transfer, deliver, and convey to Assignee all of its right, title, and interest in and to the Marks;

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Mark and the goodwill of the business symbolized by the Marks;

**WHEREAS**, pursuant to that certain Intellectual Property Assignment and Transfer Agreement dated January 25, 2018, (the “Agreement”) from Assignor to Assignee, the Assignor agreed to sell, assign, transfer, deliver, and convey Assignor’s IP Assets (as such term is defined in the Agreement), including the Marks; and

**WHEREAS**, the execution and delivery of this Assignment confirms in writing the assignment and transfer of Assignor’s right, title and interest in and to the Marks to Assignee pursuant to the Agreement.

**NOW, THEREFORE**, for the consideration set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assigns, transfers, delivers, and conveys unto the Assignee, all rights, title and interest in and to the Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business symbolized by or associated with the Mark and registrations thereof, including, without limitation, all common-law rights thereto, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, any priority right that may

arise from the Marks, all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks, and all rights to sue for past, present and future infringements or misappropriations of the Marks.

Assignor hereby authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth herein to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor shall, without compensation, further assist Assignee and execute any documents necessary to effect this assignment or to confirm Assignee's ownership of the Marks.

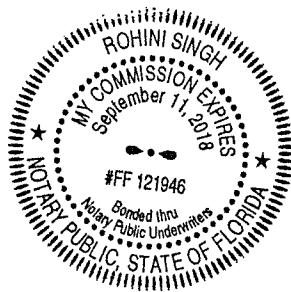
**IN WITNESS WHEREOF**, Assignor has caused this document to be duly and legally executed on the date first noted above.

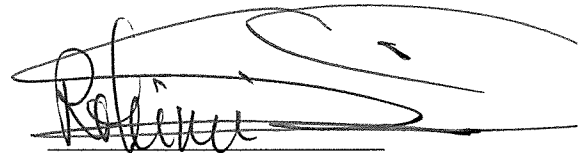
**ASSIGNOR,**  
**MADISON NICOLE LLC,**  
A Florida Limited Liability Company

By:   
Robert Campbell, Manager

THE STATE OF FLORIDA           §  
   §  
COUNTY OF PALM BEACH       §

Before me this 23 day of February, 2018, personally appeared Robert Campbell, who is known to me to be the same person whose name is subscribed to the foregoing instrument, and who acknowledged such instrument was signed, sealed and delivered as that person's free and voluntary act for the uses and purposes set forth therein.





Notary Public in and for  
The State of F L O R I D A

My Commission Expires:

September 11, 2018

*Seal*