

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanctuary Clothing, Inc.		02/06/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sanctuary Clothing LLC		
Street Address:	3611 N. San Fernando Blvd.		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4250277	SANCTUARY	
Registration Number:	4254229	BLOSSOM & CLOVER	
CORRESPONDENCE DATA			
Fax Number:	2039056747		
<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:	2035574224		
Email:	jferdinand@24iplg.com		
Correspondent Name:	Edmund J. Ferdinand, III		
Address Line 1:	1221 Post Road East		
Address Line 2:	Suite 302		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Edmund J. Ferdinand, III		
SIGNATURE:	/ejf/		
DATE SIGNED:	04/04/2018		
Total Attachments: 3			
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source=Assignment of Trademarks (SC, Inc. to SC, LLC)#page3.tif			

OP \$65.00 4250277

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Agreement"), dated as of February 6, 2018 (the "Effective Date") is from Sanctuary Clothing, Inc., a California corporation ("Assignor") to Sanctuary Clothing LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trademark registrations described in Schedule A (the "Trademark") attached hereto; and

WHEREAS, Assignee desires to transfer the Trademarks to Assignee.

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation the right, title and interest in and to the Trademarks, including without limitation the right to any registrations thereof, the right to prosecute any applications therefor, the right to sue for past and future infringement and the right to the goodwill of the business connected with the use of and symbolized by the marks.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary for Assignee to perfect the transfer of rights set forth herein.
3. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.
4. Representations. This Agreement is subject to the terms and conditions of that certain Contribution Agreement dated as of the date hereof, by and among the Assignor, Assignee, VCS Group, LLC, Kenneth Polanco and Debra Polanco (the "Contribution Agreement"), and the respective representations, warranties, covenants, agreements and obligations made in the Contribution Agreement by the parties to the Contribution Agreement and incorporated herein by reference, constitute an integral part of this Agreement.
5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware, United States of America.
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

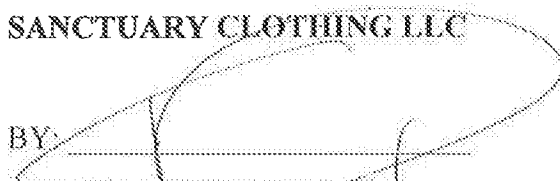
[Signature Page Follows]

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

SANCTUARY CLOTHING, INC.

BY: 
Name: *KEN POLANCO*
Title: *CEO*

SANCTUARY CLOTHING LLC

BY: 
Name: *KEN POLANCO*
Title: *CEO*

SCHEDULE A

Trademark	U.S. Registration No.
SANCTUARY	4,250,277
BLOSSOM & CLOVER	4,254,229