

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480278

|                                   |                                     |  |                    |
|-----------------------------------|-------------------------------------|--|--------------------|
| <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> |
| Vanity Shop of Grand Forks, Inc.  |                                     | 11/17/2017   | Corporation:       |
| <b>RECEIVING PARTY DATA</b>       |                                     |  |                    |
| <b>Name:</b>                      | Vanity Brands, LLC                  |  |                    |
| <b>Street Address:</b>            | 601 West 26th Street                |  |                    |
| <b>City:</b>                      | New York                            |  |                    |
| <b>State/Country:</b>             | NEW YORK                            |  |                    |
| <b>Postal Code:</b>               | 10001                               |  |                    |
| <b>Entity Type:</b>               | Limited Liability Company: NEW YORK |  |                    |
| <b>PROPERTY NUMBERS Total: 30</b> |                                     |  |                    |
| <b>Property Type</b>              | <b>Number</b>                       | <b>Word Mark</b>                                   |                    |
| Serial Number:                    | 87022814                            | LIV & PIPER  |                    |
| Serial Number:                    | 87250673                            | DARE TO DELVE                                      |                    |
| Serial Number:                    | 87250657                            | DELVE BLU  |                    |
| Serial Number:                    | 86837229                            | SUPER BORED  |                    |
| Serial Number:                    | 86270093                            | VANITY   |                    |
| Serial Number:                    | 86270077                            | VANITY   |                    |
| Serial Number:                    | 85975357                            | FASHIONTHATFITS                                    |                    |
| Serial Number:                    | 85975239                            | STYLE THAT WORKS                                   |                    |
| Serial Number:                    | 85701091                            | FASHIONLINK  |                    |
| Serial Number:                    | 85615024                            | V  |                    |
| Serial Number:                    | 85615002                            | V  |                    |
| Serial Number:                    | 85430138                            | STYLE THAT WORKS                                   |                    |
| Serial Number:                    | 85430133                            | STYLE THAT WORKS                                   |                    |
| Serial Number:                    | 85250961                            | FASHIONLINK  |                    |
| Serial Number:                    | 85202732                            | VANITY EVANITY.COM                                 |                    |
| Serial Number:                    | 85104841                            | FASHIONTHATFITS                                    |                    |
| Serial Number:                    | 85047088                            | STYLE THAT WORKS                                   |                    |
| Serial Number:                    | 77612581                            | VANITY   |                    |
| Serial Number:                    | 77590941                            | VANITY   |                    |
| <b>TRADEMARK</b>                  |                                     |  |                    |

OP \$765.00 87022814

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 77612562 | VANITY    |
| Serial Number: | 77612544 | VANITY    |
| Serial Number: | 77590943 | VANITY    |
| Serial Number: | 77610371 | VANITY    |
| Serial Number: | 77591109 | VANITY    |
| Serial Number: | 77585467 | VANITY    |
| Serial Number: | 77590940 | VANITY    |
| Serial Number: | 77580371 | VANITY    |
| Serial Number: | 74447769 | VANITY    |
| Serial Number: | 74073656 | VANITY    |
| Serial Number: | 74063690 | VANITY    |

**CORRESPONDENCE DATA**

Fax Number: 8668643947

*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.*

Phone: 973-828-1284

Email: tm@myerswolin.com

Correspondent Name: Myers Wolin, LLC

Address Line 1: 100 Headquarters Plaza

Address Line 2: West Tower, 7th Floor

Address Line 4: Morristown, NEW JERSEY 07960

|                           |                   |
|---------------------------|-------------------|
| <b>NAME OF SUBMITTER:</b> | Harris A. Wolin   |
| <b>SIGNATURE:</b>         | /Harris A. Wolin/ |
| <b>DATE SIGNED:</b>       | 07/02/2018        |

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of November 17, 2017, is entered into by and between Vanity Shop of Grand Forks, Inc., a North Dakota business corporation (the "Assignor") and Vanity Brands, LLC, a Delaware limited liability company ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Bill of Sale, Assignment and Assumption dated November 17<sup>th</sup>, 2017 by and between Assignors and Assignee (the "Bill of Sale").

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the trademark, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Bill of Sale, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Bill of Sale, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, litigations, whether known or unknown, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to, at the sole cost and expense of the Assignee, take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform their obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other

lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

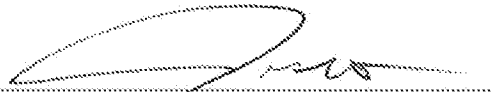
This Assignment shall be governed by and construed in accordance with the domestic laws of the State of North Dakota without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of North Dakota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Dakota.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Bill of Sale. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Bill of Sale. In the event of any conflict or inconsistency between the terms of the Bill of Sale and the terms hereof, the terms of the Bill of Sale shall control.


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:  
Vanity Shop of Grand Forks, Inc.

By:   
Name: James Bennett  
Its: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE:  
Vanity Brands, LLC

By:   
Name: Daniel Setton  
Its: Authorized Signatory

SCHEDULE A

U.S. Registered Trademarks

| Trademark Name     | App Date   | App Number | Reg Date   | Reg Number |
|--------------------|------------|------------|------------|------------|
| LIV & PIPER        | 5/3/2016   | 87022814   | 4/11/2017  | 5183346    |
| DARE TO DELVE      | 11/29/2016 | 87250673   |            |            |
| DELVE BLU          | 11/29/2106 | 87250657   |            |            |
| SUPER BORED        | 12/2/2015  | 86837229   | 9/20/2016  | 5047037    |
| VANITY             | 5/2/2014   | 86270093   | 6/7/2016   | 4973696    |
| VANITY             | 5/2/2014   | 86270077   | 6/7/2016   | 4973695    |
| FASHIONTHATFITS    | 8/11/2010  | 85975357   | 7/26/2011  | 4004007    |
| STYLE THAT WORKS   | 5/25/2010  | 85975239   | 7/12/2011  | 3995304    |
| FASHIONLINK        | 8/10/2012  | 85701091   | 7/2/2013   | 4360259    |
| V                  | 5/2/2012   | 85615024   | 5/21/2013  | 4340168    |
| V                  | 5/2/2012   | 85615002   | 5/21/2013  | 4340167    |
| STYLE THAT WORKS   | 9/23/2011  | 85430138   | 5/22/2012  | 4146248    |
| STYLE THAT WORKS   | 9/23/2011  | 85430133   | 5/22/2012  | 4146246    |
| FASHIONLINK        | 2/24/2011  | 85250961   | 10/16/2012 | 4226537    |
| VANITY EVANITY.COM | 12/21/2010 | 85202732   | 8/2/2011   | 4005713    |
| FASHIONTHATFITS    | 8/11/2010  | 85104841   | 5/1/2012   | 4136223    |
| STYLE THAT WORKS   | 5/25/2010  | 85047088   | 2/28/2012  | 4106242    |
| VANITY             | 11/12/2008 | 77612581   | 12/1/2009  | 3717668    |
| VANITY             | 10/11/2008 | 77590941   | 12/1/2009  | 3717553    |
| VANITY             | 11/12/2008 | 77612562   | 10/27/2009 | 3701029    |
| VANITY             | 11/12/2008 | 77612544   | 12/1/2009  | 3717667    |
| VANITY             | 10/11/2008 | 77590943   | 10/6/2009  | 3691530    |
| VANITY             | 11/7/2008  | 77610371   | 10/6/2009  | 3691596    |
| VANITY             | 10/13/2008 | 77591109   | 10/6/2009  | 3691531    |
| VANITY             | 10/3/2008  | 77585467   | 10/6/2009  | 3691515    |
| VANITY             | 10/11/2008 | 77590940   | 10/6/2009  | 3691529    |
| VANITY             | 9/26/2008  | 77580371   | 10/6/2009  | 3691496    |
| VANITY             | 10/18/1993 | 74447769   | 4/25/1995  | 1891144    |
| VANITY             | 6/28/1990  | 74073656   | 10/26/1993 | 1800825    |
| VANITY             | 5/29/1990  | 74063690   | 7/6/1993   | 1780669    |

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