

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kitan Textile Industries, Ltd.		02/17/2014	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	AAVN Inc.		
Doing Business As:	Alok Brands		
Street Address:	123 Oak Lawn Avenue		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75207		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1597497	ROYAL SATEEN	
CORRESPONDENCE DATA			
Fax Number:	8664015985		
<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:	650-549-5298		
Email:	liz@olinerlaw.com, shawn@olinerlaw.com		
Correspondent Name:	Elizabeth Oliner		
Address Line 1:	345 Grove Street, 2nd Floor		
Address Line 4:	San Francisco, CALIFORNIA 94102		
ATTORNEY DOCKET NUMBER:	ROYAL SATEEN		
NAME OF SUBMITTER:	Elizabeth Oliner		
SIGNATURE:	/ejo/		
DATE SIGNED:	05/22/2018		
Total Attachments: 3			
source=TPA (Kitan to AAVN) ROYAL SATEEN redacted#page1.tif			
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TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement ("Agreement") executed as of the last date of the signatures below ("Effective Date") is made and entered into by and between **Kitan Textile Industries, Ltd.**, an Israeli corporation, with an address at 57 Pinchas Rosen Street, Tel Aviv 61020, Israel ("Kitan") and **AAVN Inc.** dba Alok Brands, a Texas corporation, with an address at 123 Oak Lawn Avenue, Dallas, Texas 75207, U.S.A. ("AAVN").

WHEREAS, Kitan is the owner of right, title and interest in and to the trademark ROYAL SATEEN in the United States; and

WHEREAS, the ROYAL SATEEN trademark is the subject of U.S. Trademark Registration No. 1,597,497; and

WHEREAS, Kitan is the owner of right, title and interest in and to the trademark ROYAL SATEEN in Canada and Mexico; and

WHEREAS, on July 31, 2011, Kitan granted an exclusive license for use of the ROYAL SATEEN trademark in the United States to Alok International, Inc., a Texas corporation with an address at 123 Oak Lawn Avenue, Dallas, Texas 75207, U.S.A. and Next Creations Holdings, LLC, a Delaware limited liability company with an address at 230 Fifth Avenue, Suite 1200, New York, New York 10001, U.S.A. ("License Agreement") as joint licensees (Alok International, Inc. and Next Creations Holdings, LLC are collectively referred to as "Licensees"); and

WHEREAS, all royalties due and owing from the Licensees pursuant to the License Agreement have been paid in full to Kitan; and

WHEREAS, the Trademark License has terminated; and

WHEREAS, AAVN now desires to purchase Kitan's right, title and interest in and to the ROYAL SATEEN trademark in the United States, Canada and Mexico (collectively, "Territory"), including U.S. Trademark Registration No. 1,597,497 (collectively, "Trademark").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

1. Representations and Warranties

To the best of Kitan's knowledge, the Trademark is valid, Kitan has valid rights to the Trademark in the Territory, the Trademark does not infringe any trademark or other intellectual property right of anyone else in the Territory, and there are no claims adverse to Kitan's ownership of the Trademark in the Territory or U.S. Trademark Registration No. 1,597,497.

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2. Purchase of the Trademark

2.1 The terms and conditions under which AAVN shall purchase the Trademark from Kitan are:

- a. The purchase price for the Trademark shall be (U.S.) [REDACTED] ("Purchase Price").
- b. Kitan acknowledges receipt of [REDACTED] as partial payment of the Purchase Price.
- c. AAVN will pay to Kitan the remaining [REDACTED] of the Purchase Price no later than March 10, 2014.

2.2 AAVN's failure, for any reason, to pay the full Purchase Price in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and will render its purchase of the Trademark null and void, and all right, title and interest in and to the Trademark shall automatically revert back to Kitan.

3. Assignment of the Trademark

3.1 For good and valuable consideration, as set forth in Section 2 of this Agreement, Kitan hereby assigns to AAVN the entire right, title and interest it has in and to the Trademark in the Territory, together with the goodwill of the business symbolized thereby, U.S. Trademark Registration No. 1,597,497, and with all claims that could be asserted in the Territory by Kitan arising out of or relating to the use or ownership of the Trademark including the right to recover damages and profits for past infringement.

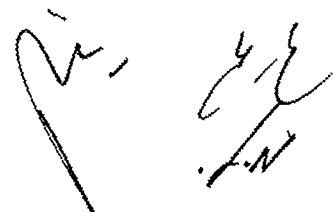
3.2 AAVN shall not record the assignment of the Trademark in the U.S. Patent and Trademark Office, nor shall AAVN file applications to register the Trademark in Canada or Mexico prior to making the final payment of the Purchase Price as set forth in Section 2.1(c).

4. Additional Documents

The parties will execute any additional documents reasonably necessary to effect the intent of this Agreement. There shall be no out of pocket costs to Kitan in connection with such documents.

5. Law and Jurisdiction

This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Israel. The courts of Tel Aviv-Jaffa, Israel shall have exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.



IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth below and this Agreement may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single document.

Dated: Feb. 16 2014

Dated: Feb 17, 2014

Kitan Textile Industries, Inc.

AAVN Inc.

By: Esther Fild
Name: ESTHER FILD
Title: CEO

By: [Signature]
Name: ARUN AGARWAL
Title: PRESIDENT

Mollie Lebarich
[Signature]