

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FFS Holdings		06/01/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flip Flop Shops		
<b>Street Address:</b>	7524 Old Auburn Road		
<b>City:</b>	Citrus Heights		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95610		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4188721	FLIP FLOP SHOPS	
<b>Registration Number:</b>	3540298	FLIP FLOP SHOPS	
<b>Registration Number:</b>	3615051	FREE YOUR TOES	
<b>Registration Number:</b>	3586190	LIVE...WORK...PLAY WITH YOUR TOES EXPOSE	
<b>Registration Number:</b>	4122640	WARM YOUR TOES	
<b>Registration Number:</b>	4113191		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9164735870		
<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>	(916) 504-0529		
<b>Email:</b>	kmikkola@gavrilovlaw.com		
<b>Correspondent Name:</b>	Kalle Mikkola		
<b>Address Line 1:</b>	2315 Capitol Avenue		
<b>Address Line 4:</b>	Sacramento, CALIFORNIA 95816		
<b>NAME OF SUBMITTER:</b>	Kalle Mikkola		
<b>SIGNATURE:</b>	/kmikkola/		
<b>DATE SIGNED:</b>	07/22/2018		

OP \$165.00 4188721

**Total Attachments: 2**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (“**Agreement**”) is effective June 1, 2018 (the “**Effective Date**”), by and between FFS HOLDINGS, LLC, a Delaware limited liability company (“**FFS Holdings**”), FLIP FLOP SHOPS FRANCHISING COMPANY, LLC, a Delaware limited liability company (“**FFS Franchising**”) and FLIP FLOP SHOPS, LLC, a California limited liability company (“**FFS**”).

FFS Holdings and FFS Franchising shall be collectively referred to as the “**Assignor**” and FFS shall be referred to as the “**Assignee**.” Assignor and Assignee shall be collectively referred to as the “**Parties**.”

WHEREAS, Cherokee, Inc., a Delaware corporation, Assignor and Assignee are Parties to that certain Asset Purchase Agreement dated as of June 1, 2018 (the “**Purchase Agreement**”) pursuant to which Assignor sold certain assets to Assignee including Intellectual Property (as that term is defined in the Purchase Agreement).

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement shall have the same meaning as set forth in the Purchase Agreement.

2. **Assignment.** Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor’s right, title and interest in the Intellectual Property set forth in **Exhibit A** to this Agreement. Assignee hereby accepts the assignment and transfer of the Intellectual Property.

3. **Incorporation of Purchase Agreement.** The terms and conditions of the Purchase Agreement are incorporated herein as though fully set forth.

4. **Further Assurances.** Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

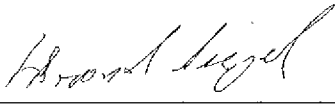
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

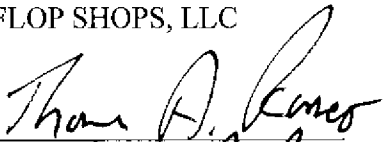
**ASSIGNOR:**

FFS HOLDINGS, LLC

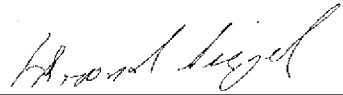
  
Name: Howard Siegel  
Title: President & COO

**ASSIGNEE:**

FLIP FLOP SHOPS, LLC

  
Name: Thomas A. Romeo  
Title: CEO

FLIP FLOP SHOPS FRANCHISING  
COMPANY, LLC

  
Name: Howard Siegel  
Title: President & COO