

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FELIX GRAY, INC.		06/18/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED RETAIL LLC		
Street Address:	76 Greene Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5339414	FELIX GRAY	
CORRESPONDENCE DATA			
Fax Number:	3129843150		
<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:	312-984-3100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Wendi E. Sloane		
Address Line 1:	200 West Madison Street, Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Wendi E. Sloane		
SIGNATURE:	/Wendi E Sloane/		
DATE SIGNED:	09/12/2018		
Total Attachments: 4			
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OP \$40.00 5339414

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

FELIX GRAY, INC.

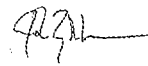
By:  _____
Name: David Roger
Title: Co-Founder & CEO

Agreed and accepted:

LENDER:

ASSEMBLED RETAIL LLC,
a Delaware limited liability company

By: Assembled Brands Group LLC,
a Delaware limited liability company and its
manager

By:  _____
Name: John Zdanowski
Title: Chief Financial Officer

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
Felix Gray	USA	5,339,414	11/21/17	Felix Gray, Inc.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]

Exhibit 1-2