

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aldrich Rockefeller Designs LLC		08/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ariana Rockefeller LLC		
Street Address:	One Rockefeller Plaza		
Internal Address:	Room 2500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5276548	AR	
Registration Number:	4809058	AR	
Registration Number:	4717172	ARIANA ROCKEFELLER	
Registration Number:	4416140	ROCKEFELLER	
Registration Number:	5171730	ARIANA ROCKEFELLER	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<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>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	28 Liberty Street		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	43445.00100		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		
DATE SIGNED:	10/04/2018		

CH \$140.00 5276548

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into this August 30, 2018, by and between Aldrich Rockefeller Designs LLC ("Assignor"), a Delaware limited liability company with a place of business located at 601 S. Figueroa St., Suite 3000, Los Angeles, CA 90017, and Ariana Rockefeller LLC ("Assignee"), a Delaware limited liability company with a place of business located at One Rockefeller Plaza, Room 2500, New York, NY 10020. Assignor and Assignee are sometimes hereinafter collectively referred to as the "Parties," or individually as a "Party."

WHEREAS, Assignor currently owns the U.S. and foreign trademark and service mark registrations and applications listed in Schedule A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor wishes to sell and assign to Assignee, as successor to Assignor's business, and Assignee wishes to purchase and acquire from Assignor all of Assignor's right, title, and interest in and to the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby unconditionally and irrevocably sells, assigns, conveys, transfers, and delivers to Assignee, its designees, and its and their successors and assigns, forever, and Assignee hereby purchases, assumes and accepts, all of Assignor's right, title, interest in, to and under the Trademarks, including the goodwill associated therewith (whether statutory, common law or otherwise) throughout the world, all claims, causes of action and other legal rights and remedies, whether or not known as of the date hereof, relating to the Trademarks, and all other rights of any kind whatsoever of Assignor accruing under or pertaining to any of the foregoing, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto. The foregoing sale, assignment and transfer includes the exclusive rights to (a) apply for and maintain all registrations and renewals of the Trademarks, (b) bring actions or otherwise recover for infringements, dilutions or other violations thereof, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements, dilutions and other violations of the Trademarks, and (c) file documents reflecting changes of corporate name or form.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Trademarks and the related rights described in Section 1 of this Assignment.

3. Representations. Assignor hereby represents and warrants to Assignee that (a) Assignor has good and valid title to the Trademarks free and clear of all liens, (b) Assignor has the full right and authority to convey all right, title, and interest in and to the Trademarks, (c) Assignor has not entered into, and will not enter into, any agreement, understanding or other

arrangement (whether orally or in writing) in conflict with this Assignment, and (d) each of the Trademarks is valid and in full force and effect and Assignor has taken all steps necessary to maintain the validity and effectiveness of the Trademarks.

4. Further Assurances. Each of the Parties hereby agrees to take such further actions (including the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information) as the other Party may reasonably request which actions shall be reasonably necessary to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, convey, assign and otherwise confirm the right, title and interest of Assignee in the Trademarks.

5. Binding Effect; Entire Assignment. This Assignment constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related thereto. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

6. Headings. The headings contained in this Assignment are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

7. No Third-Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict or choice of law provision that would result in the application of the laws of any other jurisdiction.

9. Counterparts. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

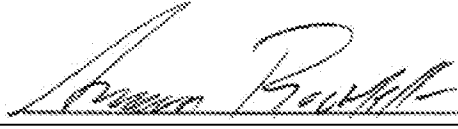
ALDRICH ROCKEFELLER DESIGNS LLC

By:  _____

Name: Ariana Rockefeller
Title: CEO/Founder Aldrich Rockefeller Designs
LLC
August 30th 2018

ASSIGNEE:

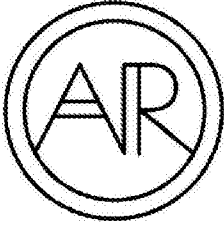
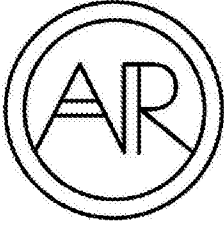
ARIANA ROCKEFELLER LLC

By:  _____

Name: Ariana Rockefeller
Title: CEO/Founder, Ariana Rockefeller LLC
August 30th 2018

SCHEDULE A

Trademarks

Mark	Country/ Jurisdiction	Application No.	Registration No.	Classes
	United States	85454946	5276548	18
	United States	85983671	4809058	25, 35
ARIANA ROCKEFELLER	United States	85983503	4717172	25, 35
ROCKEFELLER	United States	85299144	4416140	25, 35
ARIANA ROCKEFELLER	United States	85299078	5171730	18
ARIANA ROCKEFELLER	Brazil	906.385.954		25
ARIANA ROCKEFELLER	China	9866613	9866613	35
ARIANA ROCKEFELLER	China	9902288	9902288	25
ARIANA ROCKEFELLER	China	9978066	9978066	3
ARIANA ROCKEFELLER	China	9978067	9978067	18

Mark	Country/ Jurisdiction	Application No.	Registration No.	Classes
ARIANA ROCKEFELLER	EUTM	010197416	010197416	3, 9, 14, 16, 18, 24, 25, 35
ARIANA ROCKEFELLER	France	113854003	113854003	3, 18, 25, 35
ARIANA ROCKEFELLER	Italy	MI2011C008593	0001485258	3, 18, 25, 35
ARIANA ROCKEFELLER	Turkey	2012/94572	2012 94572	3, 9, 14, 16, 18, 24, 25, 35
ARIANA ROCKEFELLER	United Kingdom	2591360	2591360	3, 18, 25, 35

[Schedule A to Trademark Assignment]