

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MVMT Watches Inc.		09/28/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MVMT Watches LLC		
Street Address:	5454 Beethoven Street, Suite 200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90066		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86980263		
Serial Number:	86984133		
Serial Number:	86679839		
Serial Number:	87553599	DRESS WITH INTENT, LIVE WITH PURPOSE	
Serial Number:	85576504	MUVMNT	
Serial Number:	87895848	MVMT	
Serial Number:	86679842	MVMT	
Serial Number:	86974226	MVMT	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	trademarks@cooley.com		
Correspondent Name:	Ariana G. Hiscott of Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	335871-20000		

CH \$215.00 86980263

NAME OF SUBMITTER:	Ariana G. Hiscott
SIGNATURE:	/Ariana G. Hiscott/
DATE SIGNED:	11/21/2018
Total Attachments: 11 source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page1.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page2.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page3.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page4.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page5.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page6.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page7.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page8.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page9.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page10.tif source=MVMT Watches Inc. Redacted Assignment to MVMT Watches LLC#page11.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of October 1, 2018, is made by MVMT WATCHES INC. ("**Seller**"), a California corporation, located at 5454 Beethoven Street, Suite 200, Los Angeles, California U.S.A. 90066, in favor of MVMT WATCHES LLC ("**Buyer**"), a California limited liability company, located at 5454 Beethoven Street, Suite 200, Los Angeles, California U.S.A. 90066, as successor to Seller by operation of law in connection with the conversion of Seller into Buyer on September 27, 2018 (the "**Conversion**").

WHEREAS, pursuant to the Conversion, Seller has by operation of California law conveyed, transferred, and assigned to Buyer, among other assets, all of the intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with intellectual property agencies and governmental offices in all applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Conversion, the transfer of Seller's entire business, and that business is ongoing and existing;

(c) all other intellectual property rights of Seller, including without limitation all copyrights and design rights and all patents and trademarks not set forth on Schedules 1 and 2 hereto;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Seller hereby appoints Buyer as Seller's attorney in fact with the power to take such steps and actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as Buyer may deem necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby 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 PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of September 28, 2018.

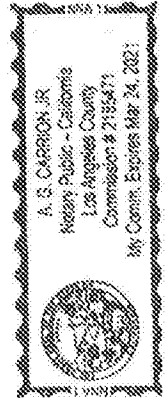
MVMT WATCHES INC.

By: [Signature]
Name: Jacob Michael Kassan
Title: President

ACKNOWLEDGMENT

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On the 28th day of September, 2018, before me personally appeared Jacob Michael Kassan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of MVMT Watches Inc., the corporation described, and acknowledged the instrument to be the free act and deed of MVMT Watches Inc. for the uses and purposes mentioned in the instrument.



My Commission Expires: March 24, 2021

[Signature]
Notary Public
Printed Name:

AGREED TO AND ACCEPTED:

MVMT WATCHES LLC

By: Atomic NewCo, Inc.

By: [Signature]
Name: Jacob Michael Kassan
Title: Chief Executive Officer

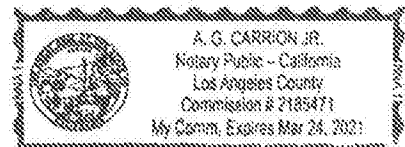
ACKNOWLEDGMENT

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On the 28th day of September, 2018, before me personally appeared Jacob Michael Kassan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Atomic NewCo, Inc., the sole member of MVMT Watches LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of MVMT Watches LLC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name:

My Commission Expires: March 24, 2021



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

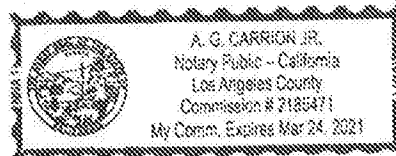
On September 28, 2018 before me, A. G. Carrion, Jr Notary Public
(insert name and title of the officer)

personally appeared Jacob Michael Kassar
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~~~they~~ executed the same in
his/~~her~~~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~~~their~~ signature(~~s~~) on the instrument the
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
[REDACTED]			

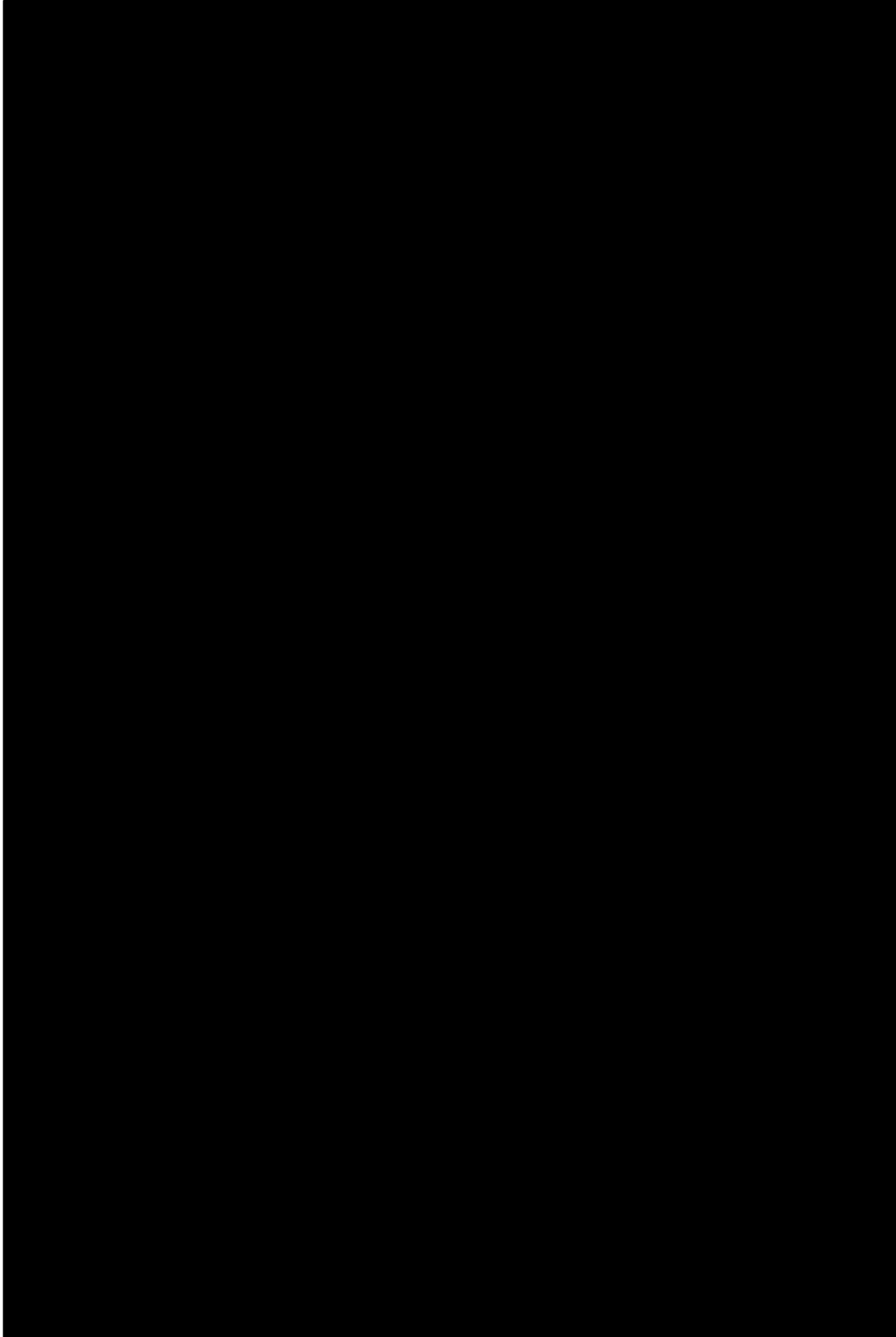
Mark	Jurisdiction	Registration Number	Registration Date
Bowtie Logo 	United States of America	5,059,593	10/11/2016
DRESS WITH INTENT, LIVE WITH PURPOSE	United States of America	5,412,566	2/27/2018
MUVMNT & Design 	United States of America	4,314,570	4/2/2013

Mark	Jurisdiction	Registration Number	Registration Date
[REDACTED]			
MVMT	United States of America	5,210,671	5/23/2017
[REDACTED]			
MVMT	United States of America	4,895,539	2/7/2016
			5/26/2015
[REDACTED]			

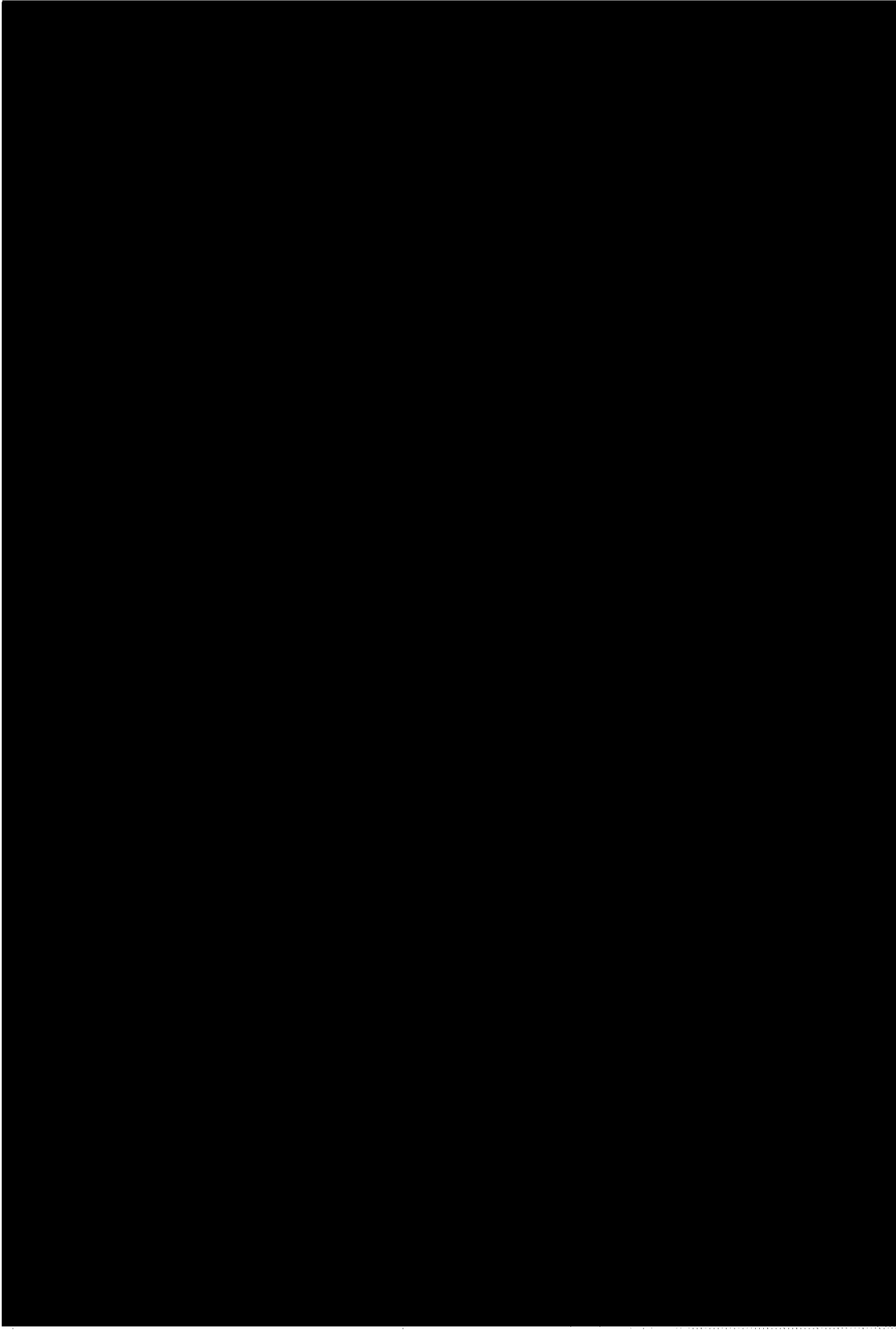
Trademark Applications



Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date
[REDACTED]				

Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date
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Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date
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Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date
Bowtie Logo 	United States of America	86/984,133	Based on use.	7/1/2015
Bowtie Logo (Parent) 	United States of America	86/679,839	Based on an intent to use.	7/1/2015
MVMT	United States of America	87/895,248	Based on an intent to use.	4/27/2018