

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM506411

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TechStyle, Inc.		01/17/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JustFab, LLC		
<b>Street Address:</b>	800 Apollo St.		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4115866	JU JUSTFABULOUS	
<b>Registration Number:</b>	4362499	JF	
<b>Registration Number:</b>	4293503	JUST FAB	
<b>Registration Number:</b>	4292790	JUST FAB	
<b>Registration Number:</b>	4183738	JUST FAB	
<b>Registration Number:</b>	4355611	JUST FABULOUS	
<b>Registration Number:</b>	4010248	JUST FABULOUS	
<b>Registration Number:</b>	5651086	JUSTFAB ACTIVE	
<b>Registration Number:</b>	5591802	JFA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	310-683-0940		
<b>Email:</b>	jjones@techstyle.com		
<b>Correspondent Name:</b>	Jessica Jones		
<b>Address Line 1:</b>	800 Apollo St.		
<b>Address Line 4:</b>	El Segundo, CALIFORNIA 90245		
<b>NAME OF SUBMITTER:</b>	Jessica Jones		

OP \$240.00 4115866

<b>SIGNATURE:</b>	/jessica jones/
<b>DATE SIGNED:</b>	01/17/2019
<b>Total Attachments: 2</b> source=Assignment Agreement_TS_JUSTFAB LLC_JF marks#page1.tif source=Assignment Agreement_TS_JUSTFAB LLC_JF marks#page2.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of January 17, 2019 (the "Effective Date"), between Techstyle, Inc., (the "Assignor"), and JustFab, LLC, (the "Assignee").

WHEREAS, the Assignor is the sole registered owner of trademarks that are registered in the United States Patent and Trademark Office as defined in **Exhibit A** (collectively the "Marks").

WHEREAS, the Assignee is a limited liability company under the name JustFab, LLC.

WHEREAS, the Assignor agrees to assign the Marks to the Assignee and the Assignee desires to acquire and agrees to accept all right, title, and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

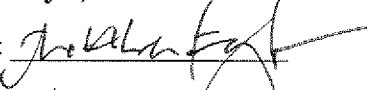
NOW, THEREFORE, in good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties hereto further agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignor represents and warrants that:
  - a. Assignor owns the entire right, title, and interest in and to the Marks;
  - b. All registrations for the Marks are currently valid and subsisting and in full force and effect;
  - c. Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
  - d. There are no liens or security interests against the Marks
  - e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
  - f. Execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
3. Miscellaneous
  - a. This Agreement and **Exhibit A** constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
  - b. This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of California, without regard to its conflict of law principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
  - c. Any provision of this Agreement that is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering of any other provision of this Agreement as invalid, illegal, or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

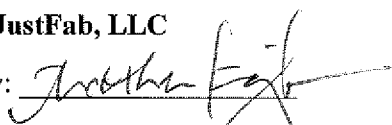
Assignor:

**Techstyle, Inc.**

By:   
Name: MATT FAJUT  
Title: SECRETARY

Assignee:

**JustFab, LLC**

By:   
Name: MATT FAJUT  
Title: SECRETARY

**Exhibit A**

Title/Mark	Country	Registration Date	Registration No.
<b>J JUSTFABULOUS &amp; Design</b>	United States of America	March 20, 2012	4115866
<b>JF &amp; Design</b>	United States of America	July 2, 2013	4362499
<b>JUST FAB</b>	United States of America	February 19, 2013	4293503
<b>JUST FAB</b>	United States of America	February 19, 2013	4292790
<b>JUST FAB</b>	United States of America	January 31, 2012	4183738
<b>JUST FABULOUS</b>	United States of America	June 18, 2013	4355611
<b>JUST FABULOUS</b>	United States of America	August 9, 2011	4010248
<b>JUSTFAB ACTIVE</b>	United States of America	January 8, 2019	5651086
<b>JustFab Active Logo</b>	United States of America	October 23, 2018	5591802