

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blueprint Registry Inc.		08/23/2018	Corporation:
RECEIVING PARTY DATA			
Name:	David's Bridal, Inc.		
Street Address:	1001 Washington Street		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4493933	BLUEPRINT REGISTRY	
Registration Number:	4493934	BLUEPRINT WEDDING REGISTRY	
CORRESPONDENCE DATA			
Fax Number:	9086052121		
<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:	9086052120		
Email:	ip@rkvfirm.com		
Correspondent Name:	Lisa Reppert		
Address Line 1:	110 Allen Rd. Ste 208		
Address Line 4:	Basking Ridge, NEW JERSEY 07920		
NAME OF SUBMITTER:	Lisa J. Reppert		
SIGNATURE:	/Lisa J. Reppert/		
DATE SIGNED:	01/27/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of August 23, 2018 by and between BLUEPRINT REGISTRY INC., a Delaware corporation (“Assignor”), and DAVID’S BRIDAL, INC., a Florida corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Assignor, Assignee, and the other parties thereto (as the same may hereafter be modified, amended and/or amended and restated, as the case may be, from time to time in accordance with its terms, the “Asset Purchase Agreement”);

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto (collectively, the “Trademarks”), together with the goodwill of the Business connected with and symbolized by the Trademarks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in, to and under the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, and Assignee hereby purchases and accepts, all of Assignor’s right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, the right to sue for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “PTO”) or other governing authority, if necessary, and the parties hereby authorize the PTO or such other governing authority to record this Agreement.

3. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request

in order to consummate, complete and carry out the transactions contemplated by this Agreement.

4. Appointment. Assignor hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Trademarks.

5. Asset Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, agreements, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or "Portable Document Format" copy of a signature shall have the same force and effect as an original signature.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware.

[Signature Page Follows]

61751410.3

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR

BLUEPRINT REGISTRY INC.

By: _____

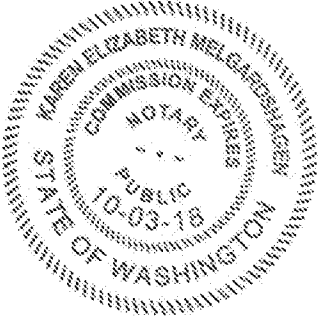
Name: Nevin Shetty

Its: Chief Executive Officer

STATE OF Washington)

COUNTY OF King)

The foregoing instrument was subscribed and sworn to before me on this 21st day of August, 2018, by Nevin Shetty, who acknowledged the execution hereof to be his free act and deed on behalf of the corporation.



My Commission expires: 10/03/2018

Karen Elizabeth Melgares
Notary Public

ASSIGNEE

DAVID'S BRIDAL, INC.

By: _____

[Handwritten Signature]

Name: Scott Key

Its: Chief Executive Officer

STATE OF Pennsylvania)

COUNTY OF Montgomery)

The foregoing instrument was subscribed and sworn to before me on this 22nd day of August, 2018, by Scott Key, CEO, who acknowledged the execution hereof to be his free act and deed on behalf of the company.

My Commission expires: 5/25/22

[Handwritten Signature]

Notary Public

Commonwealth of Pennsylvania - Notary Seal
ROBIN J BELACK - Notary Public
Montgomery County
My Commission Expires May 25, 2022
Commission Number 1256050

[Signature Page to Trademark Assignment Agreement]

Schedule A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Reg. Date</u>
Blueprint Registry	USA	85-919-333	4,493,933	3/11/2014
Blueprint Wedding Registry	USA	85-919-348	4,493,934	3/11/2014