

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GoReadyMade, LLC		03/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Freshly, Inc.		
Street Address:	115 E. 23rd Street, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87628864	GO	
Serial Number:	87628859	GO READYMADE	
Serial Number:	87628848	GO READYMADE	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	SAllirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	132930-285913		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	03/18/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into this 18th day of March, 2019 (the “Effective Date”) by and between GoReadyMade, LLC (“Assignor”) and Freshly, Inc. (“Assignee”) (collectively, the “Parties”).

WHEREAS, Assignor is the owner of all trademarks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”); and

WHEREAS, pursuant to the Asset Purchase Agreement between the parties dated as of the date hereof, Assignor has agreed to assign and transfer its entire right, title and interest in and to the Assigned Marks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, conveys and delivers to Assignee, its successors and assigns all of its right, title, and interest in and to the Assigned Marks, any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

4. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws, except where governed by means Title 11 of the United States Code, Section 101 et seq. Any proceeding initiated over any dispute arising out of or relating to this Assignment or any of the transactions contemplated hereby shall be initiated exclusively in the state courts of the State of New York (or, only if the state courts of the State of New York decline to accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York), and each of the Parties irrevocably and unconditionally submits, for itself and its properties, to the exclusive jurisdiction of such court in any action or proceeding arising out of or relating to this Assignment.

5. Entire Agreement; Counterparts. This Assignment, together with the attached Schedule A, constitute the entire agreement, and supersede any and all prior or contemporaneous

agreements, whether written or oral, with regard to the Assigned Marks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the Party to be bound. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

GOREADYMADE, LLC

FRESHLY, INC.

By:  _____

By: _____

Name: Boris Hageney _____

Name: _____

Title: CEO _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

GOREADYMADE, LLC

By: _____

Name: _____

Title: _____

FRESHLY, INC.




DocuSigned by:
By: Michael C. Wystrach
CF8BCF603C404EC...

Name: Michael Wystrach

Title: CEO

SCHEDULE A

Applications for the following trademarks:

Trademark	Jurisdiction	Application Number	Application Date
	United States of America	87/628,864	September 29, 2017
 ReadyMade	United States of America	87/628,859	September 29, 2017
 ReadyMade	United States of America	87/628,848	September 29, 2017