

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Second Generation, Inc.		03/20/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Second Generation, LLC		
Street Address:	1650 W. Oxnard Street, #500		
Internal Address:	c/o Brutzkus Gubner Rozansky Seror Weber		
City:	Woodland Hills		
State/Country:	CALIFORNIA		
Postal Code:	91367		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3841152	BE BOP	
Registration Number:	4732636	CALIFORNIA GYPSY	
Registration Number:	3375977	FISHBOWL	
Registration Number:	4796081	GYPSIES & MOONDUST	
Registration Number:	4538631	MADE WITH LOVE, WORN WITH LOVE.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2138915031		
Email:	trademark@buchalter.com		
Correspondent Name:	Jessie Reider, CA Bar 237113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Jessie Reider, CA Bar 237113		
SIGNATURE:	/jkr/		
DATE SIGNED:	04/16/2019		

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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**IP Assignment**”), dated as of March 20, 2019, is by and between Second Generation, Inc., a California corporation (“**Assignor**”), and Second Generation LLC, a California limited liability company with an address of c/o Brutzkus Gubner Rozansky Seror Weber, 21650 W. Oxnard Street, #500, Woodland Hills, CA 91367 (“**Assignee**”).

RECITALS

WHEREAS, Assignor owns, has used in its business and/or has rights, title and/or interest in the trademarks identified in **EXHIBIT A** herein, attached hereto and incorporated by this reference, and the goodwill symbolized by the trademarks and all common law rights thereto, (“**Marks**”) as well as the domain names (“**Domains**”), social media accounts, copyrights and other intellectual property identified in **EXHIBIT A**, if any (together with the Marks and the Domains, the “**Intellectual Property**”); and

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among, inter alia, Assignor and Assignee, Assignor has conveyed, transferred and assigned Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all right title and interest in and to the Intellectual Property and the Marks, together with the goodwill symbolized by the Marks, and all common law rights relating thereto.

3. Conflicts with Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Purchase Agreement, including all of the representations, warranties, covenants, indemnities and agreements set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Further Assurances. Assignor agrees to execute and deliver without further consideration such further instruments and other documents, and to cooperate with Assignee in any manner as may be reasonably required by Assignee to vest all rights, title, and interest in and to the Intellectual Property in Assignee and to effectuate the purpose and intent of this IP Assignment so that the transfer of the Intellectual Property to the Assignee, including the Domain, is recorded in the appropriate registrar for the Domain, and to provide the relevant login information or passwords to Assignee to have unfettered access to the Intellectual Property. Assignor further agrees to undertake whatever actions are reasonably required by the registrar of the Domain, including, without limitation, the initiation of the transfer process

and removal of any registrar locks, to effectuate the transfer of ownership of the Domain to Assignee so that Assignee will be the sole registered owner of the Domain and the Domain will be registered on whatever domain name registrar that the Assignee shall designate.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal Laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

6. Amendment; Waiver. This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this IP Assignment or, in the case of waiver, by the party waiving compliance.

7. 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 to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

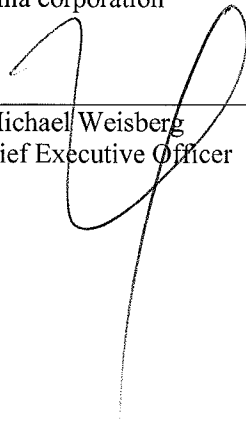
IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date first above written.

ASSIGNOR:

SECOND GENERATION, INC.,
a California corporation

By: _____

Name: Michael Weisberg
Title: Chief Executive Officer

A handwritten signature in black ink, appearing to be 'M Weisberg', written over a horizontal line. The signature is stylized and loops around the line.

Signature Page to IP Assignment

TRADEMARK
REEL: 006619 FRAME: 0904

IN WITNESS WHEREOF, the Parties have executed this IP Assignment as of the date first above written.

ASSIGNEE:

SECOND GENERATION LLC,
a California limited liability company

By: 

Name: Adir Haroni

Title: Manager

Signature Page to IP Assignment

TRADEMARK
REEL: 006619 FRAME: 0905

EXHIBIT A
Marks and Intellectual Property

Marks:

(See attached list of trademarks)

Domains:

Secondgeneration.com
Bebopclothing.com
bebebop.com
bebopgirl.com
fishbowltops.com

bebebop.net
bebopgirl.info
fishbowltops.net

bebopbebop.com
bebopgirl.mobi
fishbowlworld.com

bebopbebop.net
bebopgirl.net
fishbowlworld.net

bebopbops.com
bebopgirl.org
ihatebebop.com

bebopbops.net
bebopjeans.com
ihatebebop.net

bebopbottoms.com
bebopjeans.info
ihatefishbowl.com

bebopbottoms.net
bebopjeans.mobi
ihatefishbowl.net

bebopclothing.com
bebopjeans.net
lovebebop.com

bebopclothing.info
bebopjeans.org
lovebebop.net

bebopclothing.net
bebopsucks.com
lovefishbowl.com

bebopclothing.org
bebopsucks.net
lovefishbowl.net

bebopcompany.com
bebopworld.net
lovetowearfishbowl.com

bebopcompany.net
fishbowlclothing.net
lovetowearfishbowl.net

bebopdenim.com
fishbowlsocks.com
wearbebop.com

bebopdenim.net
fishbowlsocks.net
wearbebop.net

bebopgirl.biz
fishbowltees.net
wearfishbowl.com

wearfishbowl.net

Copyrights:

All of Assignor's copyright rights, including but not limited to common law copyright rights for designs, patterns, website designs, and marketing materials.

Social Media Accounts:

Facebook – The login ID and password will be provided within five days after the Closing.

Instagram – Media@bebopclothing.com; password sg12788

List of Trademarks

Country	Mark / Class / Goods	Reg. No. Reg. Date	Status
U.S.	<p align="center"><i>Be Bop</i></p> <p align="center">(Cl. 25)</p> <p>Women's and Children's clothing, namely, jeans, shorts, capris, belts for clothing, khakis, hoods, jackets, tops, and dresses</p>	<p align="center">3841152</p> <p align="center">8/31/2010</p>	Registered; incontestable
U.S.	<p align="center">CALIFORNIA GYPSY</p> <p align="center">(Cl. 25)</p> <p>Clothing, namely, ladies and girls tops, bottoms, jackets, dresses, blouses, shorts, pants, skirts, sweatshirts, sweatpants, sweaters</p>	<p align="center">4732636</p> <p align="center">5/5/2015</p>	Registered
U.S.	<p align="center">FISHBOWL</p> <p align="center">(Cl. 25)</p> <p>Women's and children's clothing, namely, jeans, shorts, capris, skirts, knit tops, t-shirts, dresses, sweaters and pants</p>	<p align="center">3375977</p> <p align="center">1/29/2008</p>	Registered; renewed
U.S.	<p align="center">GYPSIES & MOONDUST</p> <p align="center">(Cl. 25)</p> <p>Clothing, namely, ladies and girls tops, bottoms, jackets, dresses, blouses, shorts, pants, skirts, sweatshirts, sweatpants, sweaters</p>	<p align="center">4796081</p> <p align="center">8/18/2015</p>	Registered
U.S.	<p align="center">MADE WITH LOVE, WORN WITH LOVE.</p> <p align="center">(Cl. 25)</p> <p>Women's and children's clothing, namely, jeans, shorts, capris, belts for clothing, khakis, hoods, jackets, tops, and dresses</p>	<p align="center">4538631</p> <p align="center">5/27/2014</p>	Registered