

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524664

<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>
Bluefly Acquisition, LLC		05/21/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eleven Trading, LLC		
<b>Street Address:</b>	1111 Brickell Avenue		
<b>Internal Address:</b>	Suite 2200		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2769397	BLUEFLY	
<b>Registration Number:</b>	2427015	FLYPAPER	
<b>Registration Number:</b>	2579760	BLUEFLY	
<b>Registration Number:</b>	4602437	HADLEY & JAMES	
<b>Registration Number:</b>	4737779	BLUE FLY BF	
<b>Registration Number:</b>	4640964	BF	
<b>Registration Number:</b>	4223135	FLY AND MIGHTY	
<b>Registration Number:</b>	4219316	COLETTE NICOLAI	
<b>Serial Number:</b>	88404515	BELLE AND CLIVE	
<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>Email:</b>	stokesb@gtlaw.com		
<b>Correspondent Name:</b>	Bethany Stokes		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

CH \$240.00 2769397

<b>ATTORNEY DOCKET NUMBER:</b>	186489-010100
<b>NAME OF SUBMITTER:</b>	Bethany A. Stokes
<b>SIGNATURE:</b>	/Bethany A. Stokes/
<b>DATE SIGNED:</b>	05/22/2019

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Trademark Assignment**”) is made and entered into as of May 21, 2019, by and among Thomas P. Jeremiassen, solely in his capacity as receiver of the assets of Bluefly Acquisition, LLC (the “**Assignor**”) and Eleven Trading, LLC, a Florida Limited Liability Company (the “**Assignee**”).

**WHEREAS**, Assignor was appointed as the receiver (“**Order Appointing Receiver**”) to take control of and administer the assets of Bluefly Acquisition, LLC, a Delaware limited liability company (“**Bluefly**”), in Case No. 19SMCV00102 in the Superior Court of the State of California, County of Los Angeles, Santa Monica Courthouse (“**State Court Action**”), including the trademarks specified on **Exhibit A** hereto, including the goodwill of the business symbolized thereby and associated therewith (collectively, the “**Trademarks**”); and

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated May 8, 2019, (the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, its entire right, title and interest in and to all Trademarks, among other assets; and

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment of Trademarks. Assignor hereby irrevocably assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee all of its right, title, and interest in and to the Trademarks, together with all applications and/or registrations thereof, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief 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, if any. The Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made. The assignment of any pending trademark application filed on an intent-to-use basis accompanies the transfer of Assignor’s business, or portion of the business to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, and said business is ongoing and existing.

2. Further Actions. Assignor and Assignee shall use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or to cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country; provided, that, as between the parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee’s right, title, and interest in and to the Trademarks (including without

limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

3. Disclaimer of Warranties. Assignee acknowledges and agrees that the Assignment is on an "AS IS" basis without any representation or warranty of any kind from Assignor. Without limiting the foregoing, Assignor hereby disclaims any warranty, express or implied, with respect to the Assignment and the Trademarks, including, without limitation, any express or implied warranty with respect to title and non-infringement. Assignor does not warrant or represent that the use of the Trademarks will not (a) infringe, dilute, tarnish, misappropriate or otherwise violate any intellectual property or proprietary rights of any third party, or (b) constitute or give rise to any claim for unfair competition.

4. Miscellaneous. This Trademark Assignment, together with the Asset Purchase Agreement, embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings relating to the subject matter herein. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.


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

6. Governing Law. This Trademark Assignment will in all respects be interpreted, read construed and governed by the internal Laws of the State of California, exclusive of its conflicts of law rules.

*[Signature Page Follows]*

AGREED TO AND ACCEPTED BY ASSIGNOR:

Dated: 5/14/19

  
\_\_\_\_\_  
Thomas P. Jeremiassen, solely in his  
capacity as Receiver of the Assets of Bluefly  
Acquisition, LLC

AGREED TO AND ACCEPTED BY ASSIGNEE:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED BY ASSIGNOR:

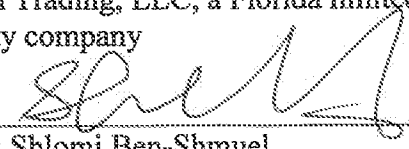
Dated: \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Jeremiassen, solely in his  
capacity as Receiver of the Assets of Bluefly  
Acquisition, LLC

AGREED TO AND ACCEPTED BY ASSIGNEE:

Dated: May 21, 2019

Eleven Trading, LLC, a Florida limited  
liability company

By: 

Name: Shlomi Ben-Shmuel

Title: Manager & Authorized Representative

**EXHIBIT A**  
**TRADEMARKS**

**I. REGISTERED US MARKS**

<b>Mark</b>	<b>Reg #</b>
BLUEFLY	2769397
FLYPAPER	2427015
BLUEFLY	2579760
HADLEY & JAMES	4602437
BLUE FLY BF	4737779
BF	4640964
FLY AND MIGHTY	4223135
COLETTE NICOLAI	4219316

**II. PENDING US APPLICATIONS**

<b>Mark</b>	<b>Serial #</b>
BELLE AND CLIVE	88/404,515

**III. REGISTERED FOREIGN MARKS**

<b>Country</b>	<b>Mark</b>	<b>Reg #</b>
Europe (EU)	BLUEFLY	001796218
Europe (EU)	BELLE AND CLIVE	010716967
Canada (CA)	BLUEFLY	TMA630657
Canada (CA)	BELLE AND CLIVE	TMA899820