

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526385

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900500192

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MILLY LLC		04/16/2019	Limited Liability Company: NEW YORK
Wells Fargo Bank		04/16/2019	National association: UNITED STATES

RECEIVING PARTY DATA

Name:	MMJ Apparel IP LLC
Street Address:	1407 Broadway
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	87650643	M MILLY
Registration Number:	5248602	M
Registration Number:	5059587	NO ONE REMEMBERS NORMAL
Registration Number:	4084118	M
Registration Number:	4689215	M
Registration Number:	4051646	MILLY
Registration Number:	4062461	MILLY
Registration Number:	3982688	MILLY MINIS
Registration Number:	4689214	M MILLY
Registration Number:	4171859	MILLY NY
Registration Number:	4223248	MILLY
Registration Number:	4400571	MILLY
Registration Number:	3181915	MILLY CABANA
Registration Number:	3986743	MILLY
Registration Number:	3820409	MILLY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3824238	MILLY
Registration Number:	3774297	MILLY CABANA
Registration Number:	4298510	MILLY
Registration Number:	3136107	MILLY

CORRESPONDENCE DATA

Fax Number: 2125453401
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.
Phone: 212.592.1418
Email: bwerbin@herrick.com
Correspondent Name: BARRY WERBIN
Address Line 1: 2 Park Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	19763-0001
NAME OF SUBMITTER:	Barry Werbin
SIGNATURE:	/Barry Werbin/
DATE SIGNED:	06/04/2019

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of April 16, 2019 and is among MILLY LLC, a New York limited liability company (the "Assignor"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as secured party in possession ("Secured Party"), and MMJ APPAREL IP LLC, a New York limited liability company (together with its successors, assigns, and participants, the "Assignee").

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Peaceful Possession of Collateral, dated as of April 16, 2019, made by Assignor in favor of Secured Party (the "Peaceful Possession Agreement"), the Assignor has agreed to surrender, deliver, grant, and turn over peaceful possession of Assignor's right, title and interest in and to the Marks to the Secured Party; and

C. Pursuant to the terms of that Secured Party Bill of Sale, dated as of April 16, 2019, between Secured Party and Assignee (the "Bill of Sale"), Secured Party, as secured party in possession of the Marks, transferred and assigned all of Assignor's right, title, and interest in and to the Marks to the Assignee.

AGREEMENTS

For the good and valuable consideration set forth in the Peaceful Possession Agreement and the Bill of Sale, the receipt and sufficiency of which is hereby acknowledged, the Assignor, Secured Party, and the Assignee hereby agree as follows:

1. The Assignor hereby irrevocably surrenders, delivers, grants, and turns over peaceful possession to the Secured Party, as secured party in possession (pursuant to the terms and conditions of the Peaceful Possession Agreement), and the Secured Party transfers and assigns to Assignee (pursuant to the terms and conditions of the Bill of Sale), all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Peaceful Possession Agreement and the Bill of Sale and is not intended in any way to supersede, limit, qualify or expand any provision of the Peaceful Possession Agreement or the Bill of Sale.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to All Marks in the Assignee, or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (.pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor, Secured Party, and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

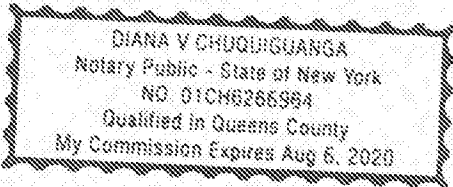
MILLY LLC

By: [Signature]
Name: Andrew Oshrin
Its: President

Address for Notices:
265 West 37th Street, 20th Floor
New York, New York 10018

STATE OF New York)
COUNTY OF Queens) ss.:

On the 3rd day of May in the year 2019, before me, the undersigned, personally appeared Andrew Oshrin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



4501952640192
Op 01/29/21

[Signature]
Notary Public

SECURED PARTY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Jennifer Nass
Name: Jennifer Nass
Its: AUP

Address for Notices:
100 Park Avenue, 3rd Floor
New York, New York 10017
Attention: Alexander J. Chobot

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the 16th day of April in the year 2019, before me, the undersigned, personally appeared JENNIFER NASS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Antoinette Higgins
Notary Public

ANTOINETTE HIGGINS
NOTARY PUBLIC, STATE OF NEW YORK
KINGS COUNTY
LIC. #01H6240562
COMMISSION EXPIRES MAY 2, 2019

Trademark Assignment

TRADEMARK
REEL: 006661 FRAME: 0338

ASSIGNEE:

MMJ APPAREL IP LLC
c/o S. Rothschild & Co., Inc.

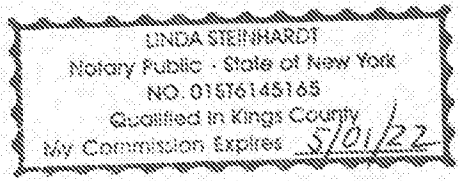
By: *Mark Friedman*
Name:
Its:

Address for Notices:
1407 Broadway
New York, NY 10018

STATE OF *New York*)
COUNTY OF *New York*) ss.:

On the *22nd* day of *May* in the year 2019, before me, the undersigned, personally appeared *Mark Friedman*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Linda Steinhart
Notary Public



Schedule A

Owner Name	Serial No.	Registration No.	Word Mark
Milly LLC	87650643		M MILLY
Milly LLC	86946276	5248602	M
Milly LLC	86979356	5059587	NO ONE REMEMBERS NORMAL
Milly LLC	85975635	4084118	M
Milly LLC	85893257	4689215	M
Milly LLC	85089243	4051646	MILLY
Milly LLC	85188915	4062461	MILLY
Milly LLC	85089249	3982688	MILLY MINIS
Milly LLC	85893253	4689214	M MILLY
Milly LLC	85531868	4171859	MILLY NY
Milly LLC	85469912	4223248	MILLY
Milly LLC	85301416	4400571	MILLY
Milly LLC	78644376	3181915	MILLY CABANA
Milly LLC	77981959	3986743	MILLY
Milly LLC	77750190	3820409	MILLY
Milly LLC	77863217	3824238	MILLY
Milly LLC	77752898	3774297	MILLY CABANA
Milly LLC	77983464	4298510	MILLY
Milly LLC	76080711	3136107	MILLY