

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bonobos, Inc.		01/31/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Altitude Collection, LLC
Street Address:	45 West 25th Street, 5th Floor
City:	New York City
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85894091	349
Serial Number:	85793877	AUFOND
Serial Number:	77839786	BE THE BUYER
Serial Number:	85711166	BE THE STYLIST
Serial Number:	85981100	BEA & DOT BY MODCLOTH
Serial Number:	85804438	BREAKFAST FOR DINNER
Serial Number:	85643491	FERVOUR
Serial Number:	85774657	GRAHAM STREET SHOE CO
Serial Number:	86178690	HIGH DIVE
Serial Number:	77707525	M
Serial Number:	86630419	MODCLOTH
Serial Number:	77668897	MODCLOTH
Serial Number:	86074468	MODCLOTH

CORRESPONDENCE DATA

Fax Number:

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.

Email: ustm@walmartlegal.com

OP \$340.00 85894091

Correspondent Name: Walmart Inc.
Address Line 1: 702 SW 8TH Street
Address Line 4: Bentonville, ARKANSAS 72716

NAME OF SUBMITTER: Sean T. Price

SIGNATURE: /Sean T. Price/

DATE SIGNED: 07/15/2019

Total Attachments: 7

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of January 31, 2019 at 6:02 PM EST ("Effective Date") and is by and between Bonobos, Inc., a Delaware public corporation (the "Assignor") and Altitude Collection, LLC, a Delaware Limited Liability Company (the "Assignee").

WHEREAS, the Assignor is the owner and proprietor of all right, title and interest in and to the trademarks, trademark registrations, and other trademark rights set forth in Schedule A attached hereto (the "Trademarks");

WHEREAS, the Assignor and Assignee have entered into that certain Contribution Agreement between Assignor and Assignee that is effective as of January 31, 2019 at 6:02 PM EST (the "Contribution Agreement"), whereby the Assignor transferred certain assets related to the ModCloth business to the Assignee;

WHEREAS, the Assignor and Assignee acknowledge and agree that the transfer of the assets under the Contribution Agreement includes the transfer of the Trademarks and all goodwill and reputation associated therewith; and

WHEREAS, in order to fully effectuate the assignment of the Trademarks from Assignor to Assignee, Assignor and Assignee hereby execute this Assignment and further consent to the recordal of this Assignment in intellectual property offices throughout the world.

NOW THEREFORE, for one United States of America dollar, and for other good and valuable consideration, the full receipt and full sufficiency of which is hereby acknowledged by Assignor and Assignee, the Assignor and the Assignee hereby agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to any and all of the following (collectively, the "Trademark Rights"):

(a) all right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the goodwill of the business in connection with which the Trademarks are used;

(b) all rights to causes of action and remedies related to the Trademarks, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Trademarks;

(c) all rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Trademarks;

(d) all rights to prosecute and maintain the Trademarks; and

(e) all other rights and interests arising out of, in connection with or in relation to the Trademarks.

2. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

3. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request and at the sole expense of Assignee, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Trademark Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

4. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to the principles of conflicts of laws).

5. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. As used in this Assignment, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Where the context so permits, the word "or" means "and/or."

7. This Assignment may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Assignment (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and condition of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed effective as of the date and time first written above.

ASSIGNOR:
Bonobos, Inc.

ASSIGNEE:
Altitude Collection, LLC

By: Mendon Y. Allison
Name:
Title: Vice President and Assistant Secretary

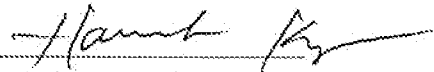
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed effective as of the date and time first written above.

ASSIGNOR:
Bonobos, Inc.


ASSIGNEE:
Altitude Collection, LLC

By: _____
Name:
Title

By: 
Name: Hannah Kang
Title: Assistant Secretary

SCHEDULE A

Name	Country	Application Number	Registration Number	International Class Number
MODCLOTH	Australia	1189192	1189192	35, 45
MODCLOTH	Canada	1657841	TMA929019	
MODCLOTH	China	18002179	18002179	35
MODCLOTH	China	18002178	18002178	25
MODCLOTH	European Union	14552335	14552335	25
MODCLOTH	European Union	1189192	1189192	35, 45
MODCLOTH	Hong Kong	303533562	303533562	25, 35
BE THE BUYER	WIPO	1156979	1156979	35
MODCLOTH	WIPO	1189192	1189192	35, 45
MODCLOTH	Japan	1189192	1189192	35, 45
BE THE BUYER	United Kingdom	1156979	1156979	35

349	United States of America	85894091	5091417	24
AUFOND	United States of America	85793877	4625495	25
BE THE BUYER	United States of America	77839786	3787417	35
BE THE STYLIST	United States of America	85711166	4404597	35, 45
BEA & DOT BY MODCLOTH	United States of America	85981100	4503304	25
BREAKFAST FOR DINNER	United States of America	85804438	5195823	25
FERVOUR	United States of America	85643491	4506143	25
GRAHAM STREET SHOE CO	United States of America	85774657	4445016	25
HIGH DIVE	United States of America	86178690	4724982	25
	United States of America	77707525	3766378	35
MODCLOTH	United States of America	86630419	5686424	25
ModCloth	United States of America	77668897	3760045	35

ModCloth	United States of America	86074468	4525601	41, 45
	United States of America	77707645	3766379	35
MODSTYLISTS	United States of America	85635019	4272302	45
MYRTLEWOOD	United States of America	85804434	4408596	25
	United States of America	86087316	4525865	35