

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539878

<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>
Casual Cool Inc.		08/01/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Creative Worldwide LLC		
<b>Doing Business As:</b>	Casual Cool		
<b>Street Address:</b>	221 West 37th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77932011	ABSOLUTELY CREATIVE WORLDWIDE	
<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>Phone:</b>	2012706518		
<b>Email:</b>	fb@blsglobe.com		
<b>Correspondent Name:</b>	Creative Worldwide LLC		
<b>Address Line 1:</b>	221 West 37th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Feliks Basin		
<b>SIGNATURE:</b>	/fb920g/		
<b>DATE SIGNED:</b>	09/07/2019		
<b>Total Attachments: 11</b>			
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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement") made as of this 1<sup>st</sup> day of August, 2017 (the "Effective Date"), by and amongst Creative Worldwide LLC, having an address at PO Box 233, Leonia, New Jersey 07605 ("Buyer") and Casual Cool, Inc. ("Casual Cool"), with an address care of its principals as follows, AVRAHAM LIP ("Lip"), individually and as a principal/shareholder of Casual Cool, residing at 152 Woodhollow Road, East Hills, New York 11577 and RONEN GUETA ("Gueta"), individually and as principal/shareholder of Casual Cool, Inc., residing at 9 The Maples, Roslyn, New York 11576 (Casual Cool, Lip and Gueta collectively referred to herein as "Seller").

### Background of Agreement

WHEREAS, Buyer desires to purchase, and Seller desires to sell, certain assets of Seller as further defined and set forth in this Agreement, upon the terms and subject to the conditions herein set forth; and

WHEREAS, the parties hereto are entering into this Agreement to set forth and memorialize their entire understanding with respect to such sale and purchase;

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

#### 1. PURCHASE OF SPECIFIC ASSETS

The assets to be sold and purchased hereunder include and are limited to all of Seller's customers, clients, vendors and the like as more particularly set forth on Exhibit "A" attached hereto and made a part hereof and as such Exhibit "A" may be amended pursuant to Section 6 hereof (the "Acquired Assets"). Any other assets of Seller not specifically reflected on Exhibit "A" or any amendments thereto are excluded under this Agreement which exclusion includes but is not limited to cash on hand, receivables, personal property and the like. On the Effective Date and upon the terms and subject to the conditions set forth in this Agreement including but not limited to the provisions of Section 6 hereof, Seller shall sell, assign, transfer, convey and deliver to Buyer and Buyer shall purchase and acquire from Seller the Acquired Assets free and clear of any outstanding liabilities, obligations and the like. It is agreed and understood that as of the Effective Date, the Acquired Assets and all transactions in connection therewith from that date forward shall be exclusive to Buyer. It is acknowledged and agreed that the Acquired Assets are material to the business of Buyer and Seller represents and warrants that in addition to the exclusivity vesting in Buyer as aforesaid, for which Seller shall indemnify, hold harmless and defend Buyer, Seller will fully and faithfully comply and adhere to the provisions of Section 7 hereof.

#### 2. PURCHASE PRICE

The purchase price for the Acquired Assets shall represent four (4%) percent of the gross sales made by Buyer commencing as of the Effective Date and limited specifically to Seller's customers as same exist as of the Effective Date and as set forth on Exhibit "A" (including any amendments thereto as required hereby) (the "Existing Customers") for a period of three (3) years commencing on the Effective Date and terminating on that date which is the date immediately preceding the third (3<sup>rd</sup>) anniversary date of this Agreement (the "Purchase Price"). It is agreed and understood that the Purchase Price excludes any and all sales by Buyer to customers not delineated on Exhibit "A" or any amendment thereto.

### **3. PAYMENT OF PURCHASE PRICE**

Subject to any adjustments required by Section 6 hereof, the Purchase Price shall be paid by Buyer to Lip and Gueta in monthly payments as follows: two (2%) percent to Lip and two (2%) percent to Gueta with each payment collectively representing four (4%) percent of sales for the corresponding month of payment. Along with each monthly payment, Buyer shall provide a record of sales to the Existing Customers for that month. Buyer shall pay each monthly payment by check mailed to Lip and Gueta by the tenth (10<sup>th</sup>) day of each month and shall make the first monthly payment within sixty (60) days of the Effective Date. Subject to Buyer's receipt of notice from Seller that a monthly payment has not been received within sixty (60) days of its mailing date, and Buyer's failure to cure within ten (10) days of receipt of Seller's notice, then said monthly payment shall be deemed in default. In the event there are no sales to the Existing Customers in a particular month, Buyer's sole obligation for said month shall be a notification to Lip and Gueta advising of same. It is agreed and understood that the payments required hereunder are exclusive of and are without set-offs for discounts, returns, chargebacks, allowances and/or any other customer deductions except set-off shall be taken as set forth herein. In addition, in the event of any default by Seller under this Agreement, any damages and/or costs suffered by Buyer, including reasonable attorney's fees, shall be set-off against the Purchase Price.

### **4. SELLER'S EXISTING LIABILITIES AND OBLIGATIONS**

It is acknowledged that Seller has an existing obligation of EIGHT HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED NINETY NINE and 00/100 (\$863,599.00) DOLLARS to Knitwork Productions II LLC which obligation is memorialized by a certain Assignment of Factoring Proceeds dated July 26, 2017 by and amongst Seller, Knitwork Productions II LLC and Merchant Factors Corp., a copy of which is attached hereto as Exhibit "B" and made a part hereof (the "Knitwork Obligation"). As of the Effective Date and without assuming Seller's responsibility for the Knitwork Obligation, Buyer agrees that it will authorize its factor (Merchant Factors Corp.), on terms to be agreed upon between Buyer and Merchant Factors Corp., to assign funds otherwise payable to Buyer to Seller's for the limited purpose of assisting Seller in satisfying the Knitwork Obligation. The parties expressly agree that this Agreement does not constitute an assumption or assignment of the Knitwork Obligation to Buyer. The parties further agree that Buyer is not assuming in whole or in part any liabilities or obligations of Seller of any kind or nature that exist or may exist as of the Effective Date and/or which may be incurred by Seller thereafter and Seller shall indemnify, hold harmless and defend Buyer from any and all claims

under the Knitwork Obligation or claims of Knitwork Productions II LLC or claims of third-parties against Knitworks Productions II LLC or otherwise which are asserted against Buyer. Notwithstanding anything to the contrary contained herein, all sums which are the subject of the Knitwork Obligation above the sum of EIGHT HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED NINETY NINE and 00/100 (\$863,599.00) DOLLARS shall be paid to Buyer.

#### 5. USE OF SELLER'S LABELS AND TRADE NAMES

As of the Effective Date, Seller hereby assigns to Buyer the exclusive right to use any and all labels and trade names of Seller including but not limited to the following:

Casual Cool  
Creative Worldwide  
Revolve Apparel NYC Inc.  
Revolve Apparel  
Absolutely  
Sweet and Sinful  
Truly

It is acknowledged by the parties that Seller consented to and authorized Buyer's use of Seller's labels and trade names prior to the Effective Date of this Agreement.

#### 6. DUE DILIGENCE

Within five (5) days of the Effective Date, Seller shall provide Buyer with (a) a complete list of all customers, clients, vendors and the like including all vendor numbers current through and including the Effective Date; and (b) the original or a true copy of each and every customer / client / vendor contract along with any and all other documents of whatever kind or nature relative to Seller's customers, clients, vendors and the like (collectively, the "Contracts"). In the event there are any inconsistencies between the documents provided by Seller under this Section 6 and Exhibit "A", it is hereby agreed that Exhibit "A" shall be deemed amended to comport with Seller's documents. Further, in the event any of the Contracts require any specific actions by Seller to effectuate a transfer of same to Buyer or to otherwise authorize Buyer to act thereunder, Seller shall take all such actions at its sole cost and expense and within the time period prescribed by Buyer.

Buyer shall have the right to conduct at any point and from time to time, any and all searches of Seller deemed necessary in connection with the transaction contemplated by this Agreement. In the event Buyer's searches reveal any outstanding obligations, of whatever kind or nature, of Seller (individually or collectively), monetary or otherwise, which (directly or indirectly) adversely affect or which may adversely affect the Acquired Assets or Buyer's interests in the Acquired Assets, Buyer shall have the right to deduct the amount of any such obligation, along with any asserted interest and attorney's fees incurred by Buyer, from the Purchase Price. To the extent any such obligation relates to Seller's business or corporate entity, the corresponding adjustment shall be applied equally between Lip

and Gueta as a deduction to the monthly payments required hereunder. To the extent any such obligation relates to Lip or Gueta individually or to any entity of which either is directly or indirectly a part, the corresponding adjustment shall be applied as a deduction to the monthly payments required hereunder to Lip or Gueta as the responsible party. In the event any monthly payment that may be due is insufficient to satisfy any such obligation, the deductions authorized hereunder shall be continuing until the corresponding obligation is satisfied in full.

In addition to any other obligations of Seller that may be disclosed by Buyer's searches as aforesaid, it is acknowledged by the parties that Lip, through an entity of which he is a party, received the sum of FOURTEEN THOUSAND and 00/100 (\$14,000.00) DOLLARS as and for security from a subtenant (Elias Fashions Corp.). Lip shall transfer said security to Buyer or Buyer's designee within five (5) days of the Effective Date and in the event Lip fails to do so, Buyer shall have the right to deduct said sum from the monthly payment due to Lip until satisfied in full.

#### 7. NON-COMPETITION

Lip and Gueta each covenant and agree, jointly and severally, that during the three (3) year term of this Agreement and for a period of three (3) years thereafter, that they will not either individually or together, directly or indirectly, as employees, shareholders, members, directors, consultants, investors, lenders or in any other capacity, compete or interfere (by solicitation or otherwise) in any manner whatsoever with Buyer or Buyer's business or Buyer's customers including the Existing Customers.

#### 8. SELLER'S AUTHORITY

Seller represents and warrants, individually and collectively, that Seller has the authority to enter into this Agreement and satisfy the obligations of Seller hereunder. Within five (5) days of the Effective Date, Seller shall deliver to Buyer a properly adopted resolution authorizing and approving the execution and delivery of this Agreement and the performance of Seller's obligations hereunder.

#### 9. INDEMNIFICATION

Seller hereby agrees to indemnify Buyer and its principals and save and hold Buyer and its principals harmless from, against, for and in respect for any and all costs, damages, awards and expenses, including, without limitation, reasonable attorney's fees and other costs and expenses, incident to any suit, action, investigation, claim or proceedings by, before or in any federal, state or local court or administrative agency or otherwise suffered, sustained, incurred or required to be paid by Buyer and/or its principals by reason of events and/or claims made and/or arising against Casual Cool, Lip or Gueta before the Effective Date even if first made after the Effective Date. In addition, in the event Buyer is required to take any actions to enforce any provision of this Agreement and/or to protect Buyer's interests hereunder, Seller shall be liable for all costs and expenses, including but not limited to reasonable attorney's fees, incurred by Buyer in connection therewith.

#### 10. NOTICES

All notices shall be validly given, made or served if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, or overnight by FedEx or UPS to the addresses first above written for each party. Notwithstanding anything to the contrary stated in this Section 10, any notification required by Section 3 hereof may be sent by Buyer to Seller via email, facsimile or regular mail.

#### **11. COUNTERPARTS**

This Agreement may be executed in one or more original, facsimile or PDF email counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties signing this Agreement. The delivery date of any counterparts shall not alter or affect the Effective Date of this Agreement as such term is defined herein.

#### **12. CAPTIONS**

The captions of the various sections contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of this Agreement.

#### **13. WAIVER**

The failure or waiver of either party hereto at any time or from time to time to require performance by the other party of any of such other party's obligations hereunder shall in no manner affect such party's rights to enforce such provision or any other provision hereunder at any subsequent time. Each party hereto agrees that any waiver of its rights arising out of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach.

#### **14. SEVERABILITY**

In the event that any Court of competent jurisdiction, governing board or body ultimately holds that any provision or provisions of this Agreement are illegal, unethical, against public policy or are otherwise unenforceable, then said provision will be stricken and this Agreement shall remain in full force and effect with respect to the remaining provisions.

#### **15. CONSTRUCTION AND GOVERNING LAW**

This Agreement shall be entered into and construed in accordance with the laws of the State of New Jersey and any action with regard to this Agreement shall be brought within the Courts of the State of New Jersey and venued in Bergen County.

#### **16. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**17. ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, oral or written, with respect to the transaction contemplated herein. Any amendments to this Agreement must be in writing and signed by all parties.

**18. ATTORNEY'S FEES**

In the event of a dispute as between Seller and Buyer, the prevailing party shall be entitled to reimbursement from the non-prevailing party for reasonable attorney's fees and costs as a consequence of such dispute.

**19. REPRESENTATION**

Each party hereby acknowledges that it has been represented by counsel of its own choosing or has elected not to utilize the services of counsel.

**20. NO SIGNIFICANCE OF PARTY DRAFTING**

Seller and Buyer agree that in the construction or interpretation of this Agreement no significance shall be attributed in presumption or otherwise to the identity of the party drafting the provision or provisions in question. Both parties agree that in the event of a dispute regarding this Agreement, no attorney representing the parties shall be precluded from continuing to represent that party in such dispute.

SIGNATURE LINES FOLLOW




IN WITNESS WHEREOF, Buyer and Seller have each caused this Agreement to be executed as of the date and year first above written.

SELLER:

CASUAL COOL, INC.

ATTEST:

\_\_\_\_\_

By:  (print name) CEO  
\_\_\_\_\_ (title)

WITNESS:

\_\_\_\_\_

AVRAHAM LIP

RONEN GUETA

WITNESS:

\_\_\_\_\_

BUYER:

CREATIVE WORLDWIDE LLC

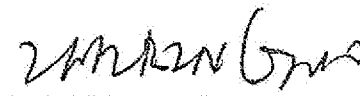
ATTEST:

\_\_\_\_\_

By: BLS Global Equity Inc. (print name)  
Nikolay Radev (print name) President (title)

ATTEST:

\_\_\_\_\_

By:   
ZORAN GORO (print name)  
\_\_\_\_\_ (title)

**EXHIBIT "A"**

LIST OF SELLER'S CUSTOMERS / CLIENTS / VENDORS

(1 PAGE ATTACHED)

<u>Name</u>	<u>Vendor #</u>	<u>Status</u>
A'Gaci	Creative Worldwide	
Alloy		BUSINESS CLOSED
Ashley Stewart		BUSINESS CLOSED
Beall's Outlet	Creative Worldwide Inc.	
Bob's	5372 CASUAL COOL INC.	
Body Shop		BUSINESS CLOSED
Body Central		BUSINESS CLOSED
Bootlegger	5665	
The Buckle	23626	
Burlington	676815 Casual Cool Inc.	
Century 21	Casual Cool	
Charlotte Russe	1244 Creative Worldwide	
Charming Charlie	Casual Cool Inc. dba Creative Worldwide	
dd's Discount	43403825 Creative Worldwide, Inc.	
Delia's		BUSINESS CLOSED
Dot's		BUSINESS CLOSED
Dress Barn	Creative Worldwide	
Dry Goods USA	62141	
Fashion To Figure	CREATIVE	
Forever 21	CASUAL COOL DBA CREATIVE WORLDWIDE	
Gordmans		BUSINESS CLOSED
Harmony Collection LLC		BUSINESS CLOSED
JC Penny	115790	
Marshalls	Creative Worldwide Inc.	
Maurices	9341	
Nordstrom	177381409	
One World		BUSINESS CLOSED
Ricki's		BUSINESS CLOSED
Ross Stores	43403825	
Rue21	Creative Worldwide	
Shasa USA LLC		BUSINESS CLOSED
Stein Mart	Creative Worldwide	
Stitch Fix	376 Casual Cool Inc./Creative Worldwide	
Stony Apparel		BUSINESS CLOSED
Style For Less	Casual Cool/Creative Worldwide	
Target	1047839	
Tilly's	315 Casual Cool Inc.	
TJ Maxx	Creative Worldwide Inc.	
TJX Europe	Creative Worldwide Inc.	
Torrid		
Trade Secret	201456 CASUAL COOL INC.	
Urban Outfitters	29395	
Urban Outfitters UK	29395EU	
Vanity		BUSINESS CLOSED
Venus	WORL	
Venus Swim	WORL	
Von Maur	62141	
Warehouse One	210214	
Windsor	Creative Worldwide	
Winners	CREATIVE WORLDWIDE/NYBO	
Women Within	07776	
YM LLC USA		BUSINESS CLOSED

**EXHIBIT "B"**

ASSIGNMENT OF FACTORING PROCEEDS DATED JULY 26, 2017 BY AND AMONGST  
SELLER, KNITWORK PRODUCTIONS II LLC AND MERCHANT FACTORS CORP.

(1 PAGE ATTACHED)

**ASSIGNMENT OF FACTORING PROCEEDS**

**This Assignment supersedes the Assignment dated March 8, 2017 in its entirety.**

CASUAL COOL, INC. a New York corporation having its principal place of business 80-50 Pitkin Avenue, Ozone Park, NY 11417 ("Debtor"), hereby assigns to KNITWORK PRODUCTIONS II LLC. a New York corporation having its principal place of business at 1410 Broadway, New York, NY 10018, ("Assignee"), all of the funds now or hereafter payable to the Debtor by Merchant Factors Corp. ("Factor") pursuant to the Factoring Agreement dated 9/13/16 as amended, between the Debtor and Factor ("Factoring Agreement").

The Assignee understands that the amount of funds, if any, that may be payable at any time to the Debtor pursuant to the Factoring Agreement is uncertain, and that the Factor is entitled to reserve for and/ or apply such sums to any indebtedness of Debtor to Factor, including without limitation indebtedness for purchases from any company whose accounts are assigned to Factor. Further, this assignment shall not affect any of the rights of the Factors under the terms and conditions of the Factoring Agreement or applicable law, with respect to any matter whatsoever including the right to "chargeback" to the Debtor's account any disputed invoices and other items and sums. Any credit balance shown on any statement of account is provisional only and is subject to such charges.

The Debtor hereby directs the Factor to pay to the Assignee *advances of seventy percent (70%) of sales assignments received from Debtor's customers: pursuant to the Factoring Agreement*, and the Factor agrees to pay to the Assignee, such sums as the Factor in its sole discretion determines to be payable to the Debtor from time to time pursuant to the Factoring Agreement.

This Assignment shall terminate and be null and void once the Assignee has received the total amount of Eight Hundred Sixty three Thousand Five Hundred Ninety Nine Dollars (\$863,599.00)

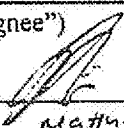
This Assignment cannot be terminated by the Debtor or the Assignee alone, but only by the Factor's receipt of written termination notice from the Debtor and the Assignee. Such notice shall be sent to:

Merchant Factors Corp.  
1441 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10018  
Attn: Scott Adler, EVP & C.C.O.


The validity, interpretation and enforcement of this agreement shall be governed by the laws of New York State. This agreement shall bind and benefit the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement this 26<sup>th</sup> day of July, 2017.

**ACCEPTED & AGREED:**  
**KNITWORK PRODUCTIONS II LLC**  
("Assignee")

By:   
Name: Matthew Fein  
Title: EVP

**CASUAL COOL INC.**  
("Debtor")

By:   
Name: AVRAHAM LIP  
Title: President

**MERCHANT FACTORS CORP.**

By:   
Name: NEVILLE GRUSO  
Title: E.V.P. & C.O.O.