

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548271

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|--|
| Avenue Stores, LLC | | 10/16/2019 | Limited Liability Company: DELAWARE |
| Ornatus URG Real Estate, LLC | | 10/16/2019 | Limited Liability Company: DELAWARE |
| Ornatus URG Gift Cards, LLC | | 10/16/2019 | Limited Liability Company: DELAWARE |
| Ornatus URG Holdings, LLC | | 10/16/2019 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Avenue Online LLC |
| Street Address: | 850 New Burton Road, Suite 201 |
| City: | Dover |
| State/Country: | DELAWARE |
| Postal Code: | 19904 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 45

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------|
| Registration Number: | 5520506 | 1432 DENIM |
| Registration Number: | 4009165 | AVENUE |
| Registration Number: | 3337603 | AVENUE |
| Registration Number: | 4077310 | AVENUE |
| Registration Number: | 2218272 | AVENUE |
| Registration Number: | 2445518 | AVENUE |
| Registration Number: | 2474547 | AVENUE |
| Registration Number: | 2601626 | AVENUE |
| Registration Number: | 2656395 | AVENUE |
| Registration Number: | 2727404 | AVENUE |
| Registration Number: | 2742451 | AVENUE |
| Registration Number: | 2860468 | AVENUE |
| Registration Number: | 2993599 | AVENUE |
| Registration Number: | 2065819 | AVENUE |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 2534538 | AVENUE BODY |
| Registration Number: | 5023015 | AVENUE OUTLET |
| Registration Number: | 2251168 | AVENUE PLUS |
| Registration Number: | 4988955 | AVENUE YOURSELF |
| Registration Number: | 2472442 | AVENUE.COM |
| Registration Number: | 5013379 | AVENUEOUTLET |
| Registration Number: | 2423679 | CLOUD HEEL STRIKE PAD |
| Registration Number: | 0634405 | CLOUD WALK |
| Registration Number: | 0534076 | CLOUD WALKER |
| Registration Number: | 2094680 | CLOUD WALKERS |
| Registration Number: | 2673518 | CLOUD WALKERS |
| Registration Number: | 4714216 | DELUX STRETCH |
| Registration Number: | 2848836 | DREAM CURVES |
| Registration Number: | 3951871 | HIDDEN STYLE |
| Registration Number: | 2351577 | JUST LIKE WALKING ON AIR |
| Registration Number: | 5449305 | LORALETTE |
| Registration Number: | 2300481 | NOTHING SHOULD STOP YOU |
| Registration Number: | 4013617 | SEXY NIGHTS |
| Registration Number: | 4603283 | SLEEP COOL BY AVENUE |
| Registration Number: | 3432105 | SMOOTH EMBRACE |
| Registration Number: | 4619966 | VIP KNITS BY AVENUE |
| Registration Number: | 4988956 | YOURSELF |
| Registration Number: | 4730949 | YUMMY FLEECE BY AVENUE |
| Registration Number: | 5782795 | AVELEISURE |
| Registration Number: | 5729823 | AVEOLOGY |
| Serial Number: | 87954323 | AVENUE REWARDS |
| Serial Number: | 87954329 | AVENUE VIP |
| Serial Number: | 87954338 | AVENUE ELITE |
| Serial Number: | 87954340 | AVENUE PREMIERE |
| Serial Number: | 88444974 | A-LIST BY AVENUE |
| Serial Number: | 88450146 | AVENUE ACTIVE |

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 214.651.5304

Email: mike.mcarthur@haynesboone.com

Correspondent Name: Haynes and Boone, LLP c/o Mike McArthur

Address Line 1: 2323 Victory Avenue, Suite 700

TRADEMARK

REEL: 006789 FRAME: 0337

| | |
|---|---------------------|
| Address Line 4: | Dallas, TEXAS 75219 |
| NAME OF SUBMITTER: | Mike McArthur |
| SIGNATURE: | /Mike McArthur/ |
| DATE SIGNED: | 11/06/2019 |
| Total Attachments: 10 source=Avenue - CC IP and Domain Name Assignment executed (002)#page1.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page2.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page3.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page4.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page5.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page6.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page7.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page8.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page9.tif source=Avenue - CC IP and Domain Name Assignment executed (002)#page10.tif | |

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), is executed and delivered as of October 16, 2019, by and between Avenue Stores, LLC, Ornatus URG Real Estate, LLC, Ornatus URG Gift Cards, LLC, and Ornatus URG Holdings, LLC (each, a “Seller” and collectively, “Sellers”), as debtors and debtors-in-possession, to Avenue Online LLC (“Buyer”), pursuant to the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, on the terms and subject to the conditions of the Amended and Restated Asset Purchase Agreement, dated as October 3, 2019, by and between City Chic Collective USA Incorporated and Sellers (as modified, amended, or supplemented, the “Asset Purchase Agreement”), Sellers agreed to, on the Closing Date, sell, convey, transfer, assign, and deliver to Buyer, a wholly-owned subsidiary and assignee of City Chic Collective USA Incorporated, the Acquired Assets free and clear of all Encumbrances;

WHEREAS, a Seller is the owner of each of the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, (the “Trademarks”);

WHEREAS, a Seller is the owner of each of the registered copyrights set forth on Schedule B hereto (the “Copyrights”);

WHEREAS, a Seller is the owner of the patent set forth on Schedule C hereto (the “Patent” and together with the Trademarks and Copyrights, collectively, the “Purchased Intellectual Property”); and

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the “Domain Names”).

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

2. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, each Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer’s successors and assigns,

i) all right, title and interest of such Seller in and to the Purchased Intellectual Property and the Domain Names including all rights therein provided by

international conventions and treaties, and the right to sue for past, present and future infringement thereof (“Transferred Rights”);

ii) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;

iii) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and

iv) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Buyer, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Sellers had this Agreement not been made.

3. Further Assurances. Sellers shall, at the cost and expense of Buyer, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Buyer in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Agreement.

4. Binding on Successors; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors in interest and permitted assigns of such parties. This Agreement is not intended to confer any rights or remedies upon any person or entity other than the parties hereto.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.


6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment and Assumption Agreement the day and year first above written.

BUYER:

AVENUE ONLINE LLC

By:  _____

Name: Phil Ryan
Title: President

SELLERS:

AVENUE STORES, LLC

By: 

Name: David Rhoads

Title: Chief Financial Officer

ORNATUS URG REAL ESTATE, LLC

By: 

Name: David Rhoads

Title: Chief Financial Officer

ORNATUS URG GIFT CARDS, LLC

By: 

Name: David Rhoads

Title: Chief Financial Officer

ORNATUS URG HOLDINGS, LLC

By: 

Name: David Rhoads

Title: Chief Financial Officer

Schedule A
Trademarks

U.S. TRADEMARKS AND SERVICE MARKS: REGISTRATIONS AND APPLICATIONS

| Trademark Name | Registration No. | Record Holder | Status | Application No. | Filing Date | Reg. Date | Country | Class |
|-----------------|------------------|-------------------|------------|-----------------|-------------|-------------|--------------------------|---------------------|
| 1428 DENIM | | Avenue Stores LLC | Abandoned | 87/369,265 | 13-Mar-2017 | | United States of America | 25 Int. |
| 1432 DENIM | 5520506 | Avenue Stores LLC | Allowed | 87/369,288 | 13-Mar-2017 | | United States of America | 25 Int. |
| ALLEY BY AVENUE | | Avenue Stores LLC | Abandoned | 87/154,131 | 29-Aug-2016 | | United States of America | 35 Int. |
| AVENUE | 4,009,165 | Avenue Stores LLC | Registered | 85/209,694 | 04-Jan-2011 | 09-Aug-2011 | United States of America | 09 Int. |
| AVENUE | 3,337,603 | Avenue Stores LLC | Registered | 76/180,022 | 13-Dec-2000 | 20-Nov-2007 | United States of America | 35 Int. |
| AVENUE | 4,077,310 | Avenue Stores LLC | Registered | 85/388,235 | 03-Aug-2011 | 27-Dec-2011 | United States of America | 35 Int., 36 Int. |
| AVENUE | 2,218,272 | Avenue Stores LLC | Registered | 75/297,057 | 23-May-1997 | 19-Jan-1999 | United States of America | 35 Int. |

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| AVENUE | 2,445,518 | Avenue Stores LLC | Registered | 75/568,309 | 09- Oct- 1998 | 24-Apr- 2001 | United States of America | 25 Int. |
| AVENUE | 2,474,547 | Avenue Stores LLC | Registered | 75/980,665 | 27- May- 1999 | 31-Jul- 2001 | United States of America | 35 Int. |
| AVENUE | 4,009,165 | Avenue Stores LLC | Registered | 85/209,694 | 04-Jan- 2011 | 09-Aug- 2011 | United States of America | 09 Int. |
| AVENUE | 2,601,626 | Avenue Stores LLC | Registered | 75/714,854 | 27- Mar- 1999 | 30-Jul- 2002 | United States of America | 35 Int. |
| AVENUE | 2,656,395 | Avenue Stores LLC | Registered | 76/363,600 | 28-Jan- 2002 | 03-Dec- 2002 | United States of America | 16 Int. |
| AVENUE | 2,727,404 | Avenue Stores LLC | Registered | 75/565,573 | 06- Oct- 1998 | 17-Jun- 2003 | United States of America | 03 Int., 14 Int., 18 Int., 26 Int. |
| AVENUE | 2,742,451 | Avenue Stores LLC | Registered | 75/787,014 | 27- Aug- 1999 | 29-Jul- 2003 | United States of America | 18 Int. |
| AVENUE | 2,860,468 | Avenue Stores LLC | Registered | 75/713,086 | 25- May- 1999 | 06-Jul- 2004 | United States of America | 30 Int., 35 Int. |
| AVENUE | 2,993,599 | Avenue Stores LLC | Registered | 76/434,479 | 24-Jul- 2002 | 13-Sep- 2005 | United States of America | 14 Int. |
| AVENUE | 2,065,819 | Avenue Stores LLC | Registered | 74/733,040 | 22- Sep- 1995 | 27-May- 1997 | United States of America | 14 Int. |
| AVENUE BODY | 2,534,538 | Avenue Stores LLC | Registered | 75/679,659 | 12- Apr- 1999 | 29-Jan- 2002 | United States of America | 25 Int. |

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| AVENUE JR. | | Avenue Stores LLC | To Abandon | 87/173,102 | 15-Sep-2016 | | United States of America | 35 Int. |
| AVENUE JUNIOR | | Avenue Stores LLC | To Abandon | 87/173,089 | 15-Sep-2016 | | United States of America | 35 Int. |
| AVENUE OUTLET (Stylized Stacked w/Clothes Hanger Design) | 5,023,015 | Avenue Stores LLC | Abandoned | 86/284,298 | 17-May-2014 | 16-Aug-2016 | United States of America | 35 Int. |
| AVENUE PLUS | 2,251,168 | Avenue Stores LLC | Registered | 75/423,956 | 27-Jan-1998 | 08-Jun-1999 | United States of America | 35 Int. |
| AVENUE YOURSELF (Stylized with Heart Design) | 4,988,955 | Avenue Stores LLC | Registered | 85/885,323 | 25-Mar-2013 | 28-Jun-2016 | United States of America | 25 Int., 35 Int. |
| AVENUE.COM | 2,472,442 | Avenue Stores LLC | Registered | 75/980,596 | 27-May-1999 | 24-Jul-2001 | United States of America | 35 Int. |
| AVENUEOUTLET (Stylized Horizontal w/Clothes Hanger Design) | 5,013,379 | Avenue Stores LLC | Abandoned | 86/284,294 | 17-May-2014 | 02-Aug-2016 | United States of America | 35 Int. |
| CLOUD HEEL STRIKE PAD | 2,423,679 | Avenue Stores LLC | Registered | 75/402,951 | 10-Dec-1997 | 23-Jan-2001 | United States of America | 25 Int. |
| CLOUD WALK | 634,405 | Avenue Stores LLC | Registered | 71/692,346 | 02-Aug-1955 | 11-Sep-1956 | United States of America | 25 Int. |

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| CLOUD WALKER | 534,076 | Avenue Stores LLC | Registered | 71/585,064 | 20-Sep-1949 | 28-Nov-1950 | United States of America | 25 Int. |
| CLOUD WALKERS | 2,094,680 | Avenue Stores LLC | Registered | 75/126,778 | 28-Jun-1996 | 09-Sep-1997 | United States of America | 25 Int. |
| CLOUD WALKERS (Design) | 2,673,518 | Avenue Stores LLC | Registered | 75/646,503 | 02-Oct-1998 | 14-Jan-2003 | United States of America | 25 Int. |
| DELUX STRETCH | 4,714,216 | Avenue Stores LLC | Abandoned | 86/249,311 | 11-Apr-2014 | 31-Mar-2015 | United States of America | 25 Int. |
| DREAM CURVES | 2,848,836 | Avenue Stores LLC | Registered | 76/464,641 | 06-Nov-2002 | 01-Jun-2004 | United States of America | 25 Int. |
| FORELLI | 1,528,397 | Avenue Stores LLC | Abandoned | 73/742,946 | 29-Jul-1988 | 07-Mar-1989 | United States of America | 25 Int. |
| HIDDEN STYLE | 3,951,871 | Avenue Stores LLC | Registered | 77/893,548 | 15-Dec-2009 | 26-Apr-2011 | United States of America | 25 Int. |
| JUST LIKE WALKING ON AIR | 2,351,577 | Avenue Stores LLC | Registered | 75/641,016 | 16-Feb-1999 | 23-May-2000 | United States of America | 25 Int. |
| LORALETTE | 5449305 | Avenue Stores LLC | Registered | 87/175,090 | 19-Sep-2016 | | United States of America | 35 Int. |
| NOTHING SHOULD STOP YOU | 2,300,481 | Avenue Stores LLC | Registered | 75/344,134 | 20-Aug-1997 | 14-Dec-1999 | United States of America | 35 Int. |
| SEXY NIGHTS | 4,013,617 | Avenue Stores LLC | Registered | 85/063,966 | 16-Jun-2010 | 16-Aug-2011 | United States of America | 25 Int. |

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| SLEEP COOL BY AVENUE | 4,603,283 | Avenue Stores LLC | Registered | 86/136,819 | 06-Dec-2013 | 09-Sep-2014 | United States of America | 25 Int. |
| SMOOTH EMBRACE | 3,432,105 | Avenue Stores LLC | Registered | 77/071,336 | 26-Dec-2006 | 20-May-2008 | United States of America | 25 Int. |
| VIP KNITS BY AVENUE | 4,619,966 | Avenue Stores LLC | Registered | 86/136,844 | 06-Dec-2013 | 14-Oct-2014 | United States of America | 25 Int. |
| WEXT | | Avenue Stores LLC | Abandoned | 87/173,077 | 15-Sep-2016 | | United States of America | 35 Int. |
| YOURSELF (Stylized with Heart Design) | 4,988,956 | Avenue Stores LLC | Registered | 85/885,348 | 25-Mar-2013 | 28-Jun-2016 | United States of America | 25 Int., 35 Int. |
| YUMMY FLEECE BY AVENUE | 4,730,949 | Avenue Stores LLC | Registered | 86/380,739 | 29-Aug-2014 | 05-May-2015 | United States of America | 25 Int. |
| AVELEISURE | | Avenue Stores LLC | Registered | 87/810,500 | 7/25/2018 | 3/12/2019 | United States of America | |
| Aveology | | Avenue Stores LLC | Registered | 87951283 | 8/1/2018 | 5/12/2018 | United States of America | 25 |
| Avenue Rewards | | Avenue Stores LLC | Registered | 87954323 | 3/18/2019 | 7/16/2019 | United States of America | 35 |
| Avenue VIP | | Avenue Stores LLC | Registered | 87954329 | 3/18/2019 | 7/16/2019 | United States of America | 35 |
| Avenue Elite | | Avenue Stores LLC | Registered | 87954338 | 3/18/2019 | 7/16/2019 | United States of America | 35 |
| Avenue Premiere | | Avenue Stores LLC | Registered | 87954340 | 3/18/2019 | 7/16/2019 | United States of America | 035/03 6 |
| A List | | Avenue Stores LLC | Pending | 88444974 | 5/17/2019 | | United States of America | 035/03 6 |

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| AVENUE ACTIVE | | Avenue Stores LLC | Filed | 88450146 | 5/29/2019 | | United States of America | 25, 35 |
|---------------|--|-------------------|-------|----------|-----------|--|--------------------------|--------|

FOREIGN TRADEMARKS REGISTRATIONS AND APPLICATIONS

| Mark | Registration Number | Record Holder | Status | Application Number | Application Date | Registration Date | Country | Expiration |
|-------------------|---------------------|--------------------|------------------------|--------------------|------------------|-------------------|----------------|------------|
| AVENUE | TMA548,132 | Avenue Stores, LLC | Registered/ Granted | 1036307 | 11/17/1999 | 7/13/2001 | Canada | 7/13/21 |
| AVENUE | 010254514 | Avenue Stores, LLC | Registered/ Granted | 010254514 | 9/9/2011 | 2/10/2012 | European Union | 2/10/22 |
| AVENUE (STYLIZED) | 009952995 | Avenue Stores, LLC | Registered/ Granted | 009952995 | 5/9/2011 | 2/2/2015 | European Union | 2/2/25 |
| AVENUE BLUES | 199707736 | Avenue Stores, LLC | Abandoned | 199707736 | 1/23/1996 | 1/23/1996 | Hong Kong | abandoned |
| AVENUE BLUES | 627935 | The Avenue, Inc. | Abandoned | 268859 | 7/19/1996 | 10/11/1999 | Mexico | abandoned |

TRADEMARK

REEL: 006789 FRAME: 0348

RECORDED: 11/06/2019