

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553576

<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>
NYC Alliance Holdings Ltd.		01/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT BRANDS LLC		
<b>Street Address:</b>	1411 Broadway		
<b>Internal Address:</b>	15th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5296494	89TH & MADISON	
<b>Registration Number:</b>	5535252	89TH + MADISON	
<b>Registration Number:</b>	5296506	HEART ~N~ CRUSH	
<b>Registration Number:</b>	3132933	LINDA MATTHEWS	
<b>Registration Number:</b>	4012925	NEW KNITS CO	
<b>Serial Number:</b>	87931453	PEYTON PRIMROSE	
<b>Registration Number:</b>	5345038	VERVE AMI	
<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>	jun.kang@us.kwm.com		
<b>Correspondent Name:</b>	Jun Kang		
<b>Address Line 1:</b>	500 5th Avenue		
<b>Address Line 2:</b>	50th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10110		
<b>NAME OF SUBMITTER:</b>	Jun Kang		
<b>SIGNATURE:</b>	/Jun Kang/		

OP \$190.00 5296494

<b>DATE SIGNED:</b>	12/17/2019
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of January 1, 2019 (the "Effective Date"), is made by and between 525 America LLC, a Delaware limited liability company, NYC Alliance Holdings Ltd. (and its successor NYC Alliance Holdings LLC), NYC Alliance Company LLC, NYC Alliance Group LLC, Long Group Holdings Limited (HK), a Hong Kong limited company, WHPH LLC, a Delaware limited liability company, Designow LLC, a Delaware limited liability company, Long Brilliance Holdings Limited (each the "Seller", and collectively, "Sellers"), and NXT Brands LLC, a Delaware limited liability company (the "Purchaser") (each a "Party," and collectively, the "Parties").

In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. Effective as of the Effective Date, Seller hereby sells, assigns, conveys and transfers to Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of Seller's right, title and interest, throughout the world, in and to the trademark registrations and applications set forth in Schedule A attached hereto, all common law rights thereto, and all rights therein provided by international treaties and conventions (collectively, the "Trademarks"), in each case, together with the goodwill symbolized thereby, including all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, dilution, violation, unlawful imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation, whether presently known or unknown, of such Trademarks.

2. Assumption. Purchaser hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain any registrations and applications for registration, relating to the Trademarks arising from and after the date hereof.

3. Trademark License and Royalty. Purchaser shall become the owner of the Trademarks on the Effective Date. From the Effective Date, Purchaser (or the "Licensor") hereby grants to Seller (or the "Licensee") a worldwide non-exclusive and non-transferable license to use the Trademarks in connection with the Licensee's ordinary course of the business. The Licensee shall pay to the Licensor a royalty in respect to each of the Trademarks in amounts to be mutually agreed by the Parties. It is understood that such amount, if applicable, shall be calculated based on a percentage of the "Gross Selling Price" of the goods bearing the applicable Trademark sold or otherwise disposed of by the Licensee in its ordinary course of business (the "Trademarked Goods"). The "Gross Selling Price" shall mean the gross selling price invoiced or charged to others by the Licensee for all Trademarked Goods, reduced by the amount of actual returns only. No deduction shall be made for cash, trade discounts, or other discounts, promotional allowances or uncollectible accounts. The Trademarked Goods are considered sold on the date on which such Trademarked Goods are billed, invoiced, distributed, shipped, and/or

paid for, whichever occurs first. No costs incurred in the manufacture, sale, distribution, advertisement or promotion of the Trademarked Goods or in the payment by the Licensee of any local, state or federal taxes of any nature whatsoever shall be deducted from the gross sales amounts or from any royalty payable to the Licensor.

4. Termination. The license described in the Paragraph 3 may be terminated by the Licensor at any time with a 30-day notice to the Licensee.

5. Further Assurances. Seller covenants and agrees that it will, upon the reasonable request of Purchaser and at Purchaser's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Purchaser that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Trademarks hereunder, including, without limitation, the Confirmatory Trade Mark Assignment Deed for assignment of certain Trademarks registered in Australia and United Kingdom attached here as Schedule B.

6. Representations and Warranties. Seller makes no warranty, express or implied, with respect to the Trademarks, and Purchaser shall have no recourse against Seller therefor.

7. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any New York state or federal court sitting in the county and state of New York. The Parties hereto expressly (i) consent and agree to the exclusive jurisdiction of any such court or venue therein, (ii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iii) agree that service of process upon such party in any such action or proceeding shall be effective.

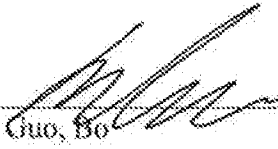
8. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

9. Recordation. If Purchaser elects to record this assignment or any other document or transfer with the U.S. Patent & Trademark Office or applicable foreign governmental or international authorities or registries, Purchaser shall bear all costs and fees associated with recording.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

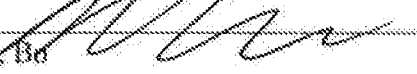
**Sellers:**

**525 America LLC,  
NYC Alliance Holdings Ltd. (and its  
successor NYC Alliance Holdings LLC),  
NYC Alliance Company LLC  
NYC Alliance Group LLC,  
WHPH LLC,  
Designow LLC**

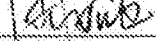
By:   
Name: Guo, Bo  
Title: Director

**Buyer:**

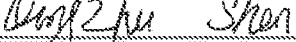
**NXT Brands LLC**

By:   
Name: Gup, Bo  
Title: Director

**Long Brilliance Holdings Limited.**

By:   
Name: Zhou, Wan  
Title: Director

**Long Group Holdings Limited. (HK)**

By:   
Name: Shen, Qingzhu  
Title: Director

**Schedule A**

See Exhibit 1-6

**Exhibit 3. NYC Alliance Holdings Ltd.**

Owner/Applicant	Country	Mark	Registration Application number	Class(es)
NYC Alliance Holdings Ltd.	United States	89th & MADISON	87376005/5296494	25
NYC Alliance Holdings Ltd.	United States	89TH + MADISON	87743077/5535252	25
NYC Alliance Holdings Ltd.	United States	HEART ~N~ CRUSH	87384689/5296506	25
NYC Alliance Holdings Ltd.	United States	LINDA MATTHEWS	78717490/3132933	25
NYC Alliance Holdings Ltd.	United States	NEW KNITS CO.	77775754/4012925	25
NYC Alliance Holdings Ltd.	United States	PEYTON PRIMROSE	87931453	25
NYC Alliance Holdings Ltd.	United States	VERVE AMI	87361710/5345038	25