

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM552902

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tamara Mellon, LLC		02/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tamara Mellon Brand, Inc. <i>Limited Liability Company</i>		
Street Address:	7966 Beverly Boulevard, Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4786322	TAMARA MELLON	
Registration Number:	4786330	TM TAMARA MELLON	
Registration Number:	4786323	TM	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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>			
Phone:	919-821-6785		
Email:	efrongello@smithlaw.com		
Correspondent Name:	EVA GULLICK FRONGELLO		
Address Line 1:	PO BOX 2611		
Address Line 2:	SMITH ANDERSON		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Eva Gullick Frongello		
SIGNATURE:	/Eva Gullick Frongello/		
DATE SIGNED:	12/11/2019		
Total Attachments: 18			
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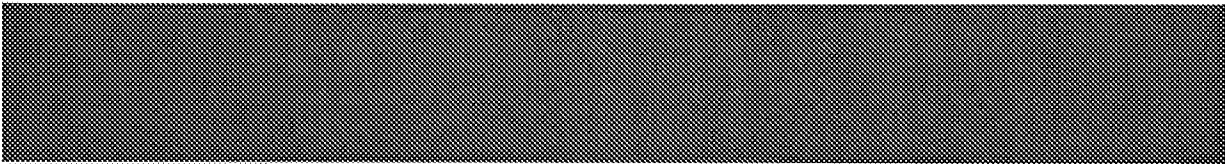
INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this "Agreement"), dated as of February 12, 2016, is by and between, Tamara Mellon, LLC ("TM LLC"), on account and on behalf of TM LLC, Tamara Mellon ("TM"), and each of their respective affiliates, subsidiaries, and parent companies (other than Company) (individually and collectively, jointly and severally, the "TM Parties"), on the one hand, and Tamara Mellon Brand, Inc. ("Company"), on the other hand.

WHEREAS, the parties hereto desire to enter into this Agreement pursuant to which each of the TM Parties hereby irrevocably sells and transfers any and all of the Mellon Intellectual Property (including, without limitation, any and all Mellon Intellectual Property attached hereto as Schedule I and incorporated herein by this reference) on the terms set forth in this Agreement; and

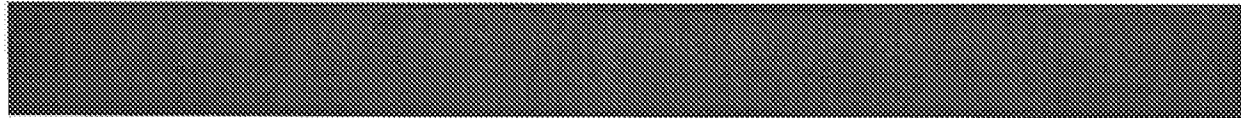
WHEREAS, contemporaneously hereto, the Company and investors therein (including TM) are entering into that certain Stock Purchase Agreement (the "Purchase Agreement") and other ancillary documents related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



2. DEFINED TERMS. As used in this Agreement, the following terms have the following meanings:

"Board" shall mean the board of directors of the Company;



"Developments" shall mean any and all results and proceeds of TM's services heretofore or hereafter rendered to Company or any of its affiliates, including, without limitation, any and all inventions, modifications, discoveries, drawings, designs, concepts, ideas, specifications, developments, audiovisual works, literary works, musical works, dramatic works, pictorials, graphics or sculptural works, sound recordings, pantomimes, choreographic works, improvements, processes, software programs, works of authorship, documentations, formulas, data, techniques, know-how, trade secrets, trade names, domain names, logos and get-up, computer data, databases, applications for registration, renewals and extensions in relation to any of the above, or any intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes), and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in any part of the world.

"Mellon Intellectual Property" shall mean collectively, whether protected, created or arising under the laws of the United States or any other jurisdiction: (a) all patents and utility models including all continuations, divisionals, and continuations-in-part thereof and registrations issuing thereon, along with all reissues, reexaminations and extensions thereof (collectively, "Patents"); (b) all trademarks, certification marks, service marks, trade names, business names, service names, brand names, trade dress rights, logos, slogans and other distinguishing guises or source or business identifiers, whether or not registered, including all common law rights thereto (to the extent transferable) and with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof including, without limitation, TAMARA, TAMARA MELLON, TM, and TAMARA MELLON BRAND (collectively, "Marks"); (c) all intranets, extranets, Internet domain names or URLs including those linked, registered and/or affiliated with social networking websites and including all white labels or typo domain names associated with any of the foregoing (including, without limitation, tamaramellon.com, tamaramellon.info, tamaramellon.org, tmellon.com, tmellon.co, tmellon.net,tmellon.org, tmellon.info., tamaramellon.biz, tamaramellon.co, tamaramellon.me, tamaramellon.mob, tamaramellon.us, tamaramellon.ws, tamaramellonbrand.com, tamaramellonbrand.info, tamaramellonbrand.net, tamaramellonbrand.org, tamaramellonbrands.com, tamaramellonbrands.info, tamaramellonbrands.net, tamaramellonbrands.org), (collectively "Domain Names"); (d) all websites and the content thereof; (e) all copyrights, moral rights, mask works, integrated circuit topographies, database rights, whether or not registered or published and, if applicable, all registrations and recordations thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof (collectively, "Copyrights"); (f) all design rights and industrial designs whether or not registered or published and, if applicable, all registrations and recordations thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof; (g) all Confidential Information (as such term is defined under the Purchase Agreement), proprietary business information and trade secrets, whether protected by legislation or otherwise (including, protection arising from the Uniform Trade Secrets Act or similar legislation), including inventions (whether patentable or not), invention disclosures, improvements, discoveries, know-how, ideas, formulas, processes, technical or non-technical data, technology, patterns, devices, methods, techniques, drawings, schematics, financial data, business plans, product plans, lists of actual or potential customers or suppliers, uniform standards and specifications, as well as any Documentation related to any of the foregoing ("Trade Secrets"); (h) all software and intellectual property rights arising therefrom or relating thereto, including all rights in proprietary software and program source and object code for all websites; (i) any other industrial or intellectual property which could receive protection under any domestic or foreign laws; (j) all intellectual property licenses pertaining to any of the intellectual property covered in (a) to (i); (k) all Moral Rights, and (l) all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment of the foregoing; as to each of the

foregoing clauses (a) – (l), that are either (i) owned, controlled, and/or used by the TM Parties (including, without limitation, in respect of ready-to-wear apparel, swimwear, intimate apparel, handbags and small leather goods, footwear and hosiery, headwear and scarves, eyewear, watches, jewelry, cosmetics, fragrances, home furnishings, and bed and bath products); but shall specifically exclude TM's rights in and to the book written by TM entitled "In My Shoes" and other personal-related Copyrights (e.g. personal photographs, drawings, stories) to the extent not previously used in connection with any business activities (the "Personal IP").

[REDACTED]

"Moral Rights" shall mean any moral rights or *droit morale* to claim authorship of the Mellon Intellectual Property or the Developments, to object to or prevent the modification of any Mellon Intellectual Property or the Developments, or to withdraw from circulation or control the publication or distribution of any Mellon Intellectual Property or the Developments, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right." If any applicable law prohibits such assignment and transfer in and to the Mellon Intellectual Property or the Developments and/or the waiver of any and all of TM Parties' "moral rights", then each of the TM Parties hereby grants to Company an irrevocable, perpetual, worldwide, transferable, royalty-free license in and to the Moral Rights and the Developments to authorize, prohibit and/or control the renting, lending, fixation, reproduction, distribution and/or other exploitation of the Mellon Intellectual Property and the Developments by any and all media and means now or hereafter known or devised.

[REDACTED]

[REDACTED]

[REDACTED]

"Restricted Items" shall mean firearms, tobacco products, pornography, feminine hygiene products (which, for clarification, feminine hygiene products does not mean or include such products as fragrances, cosmetics, and body moisturizers), alcoholic beverages, narcotics, controlled substances or any goods designed to be used with any such goods.

[REDACTED]

"Termination Date" has the meaning ascribed to it in Section 3(b) herein;

"Territory" shall mean the universe;

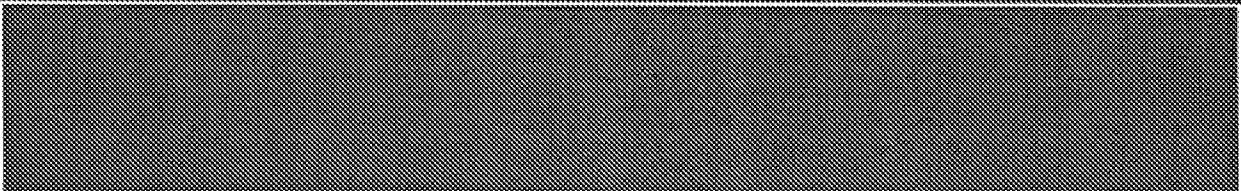
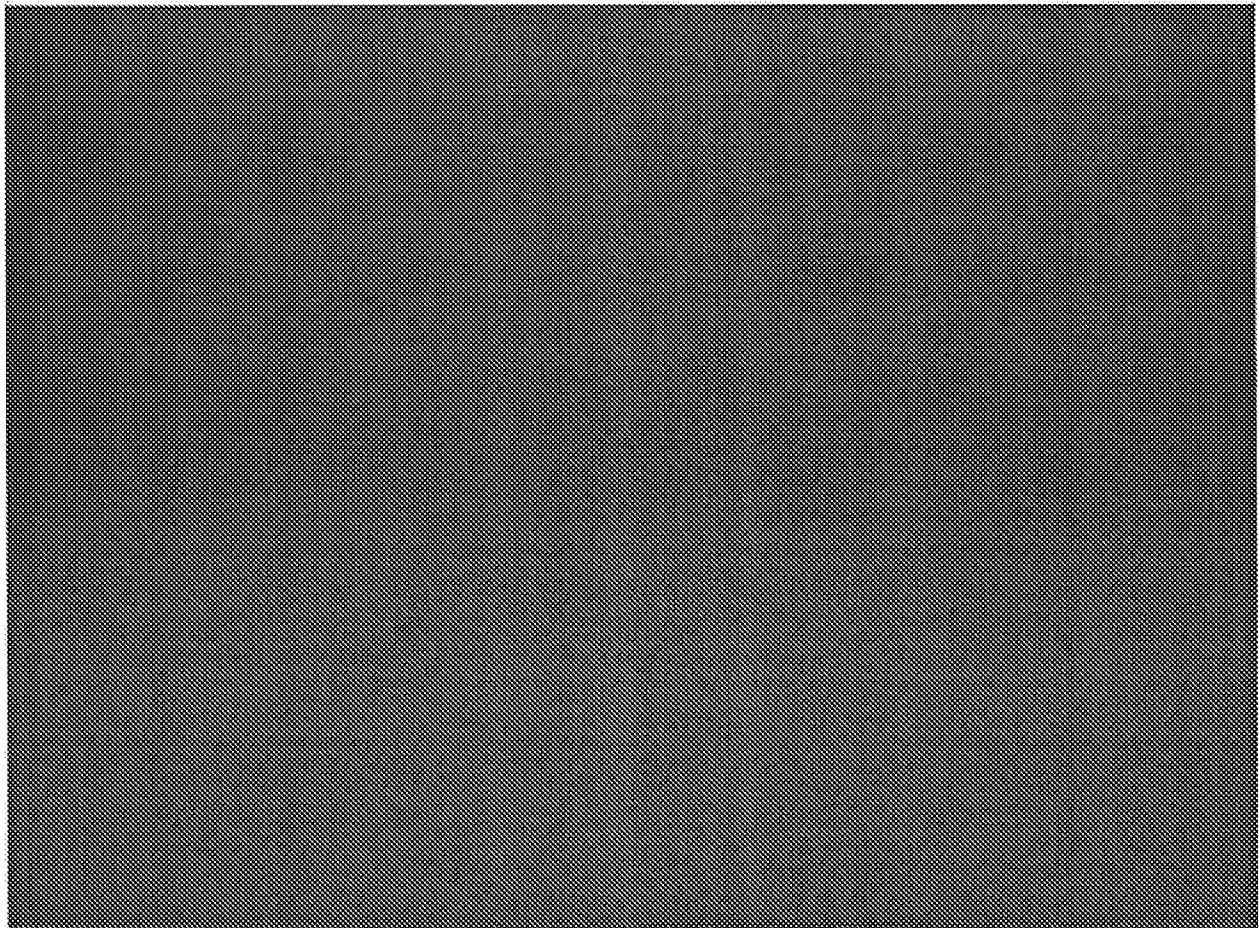
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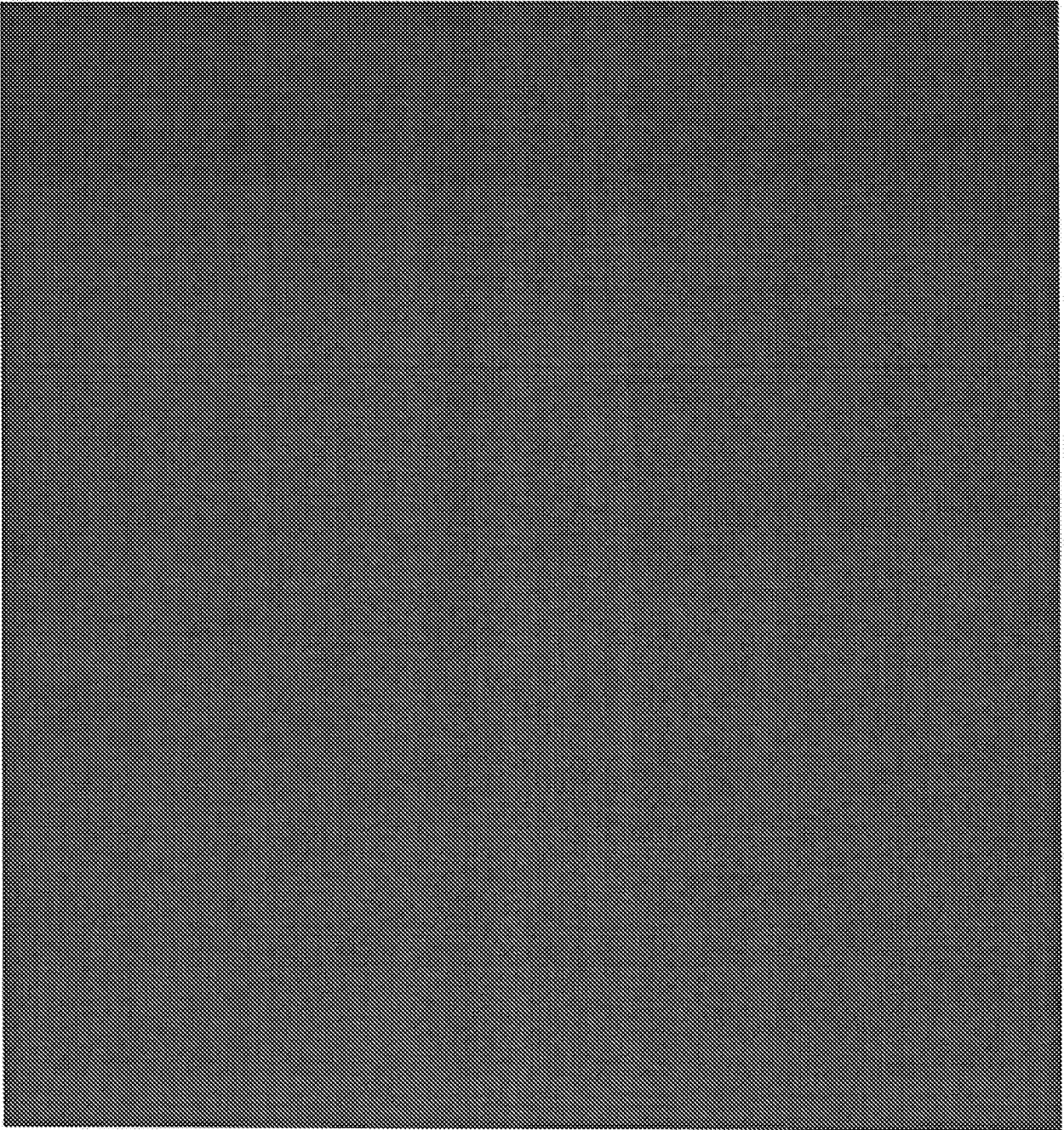
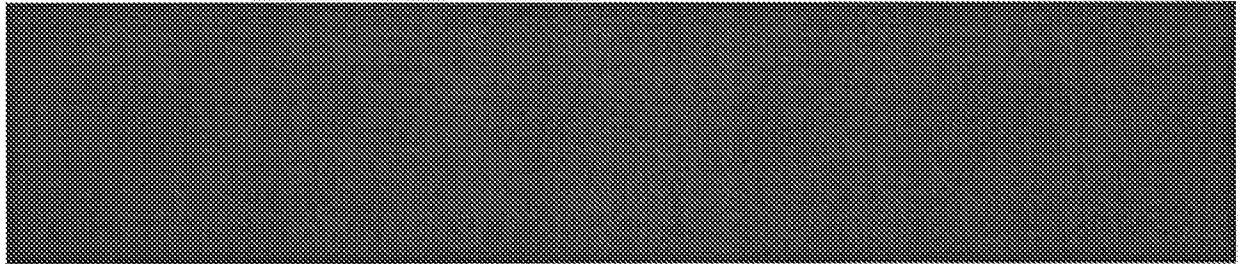
"Transition Period" has the meaning ascribed to it in Section 3(b) herein;

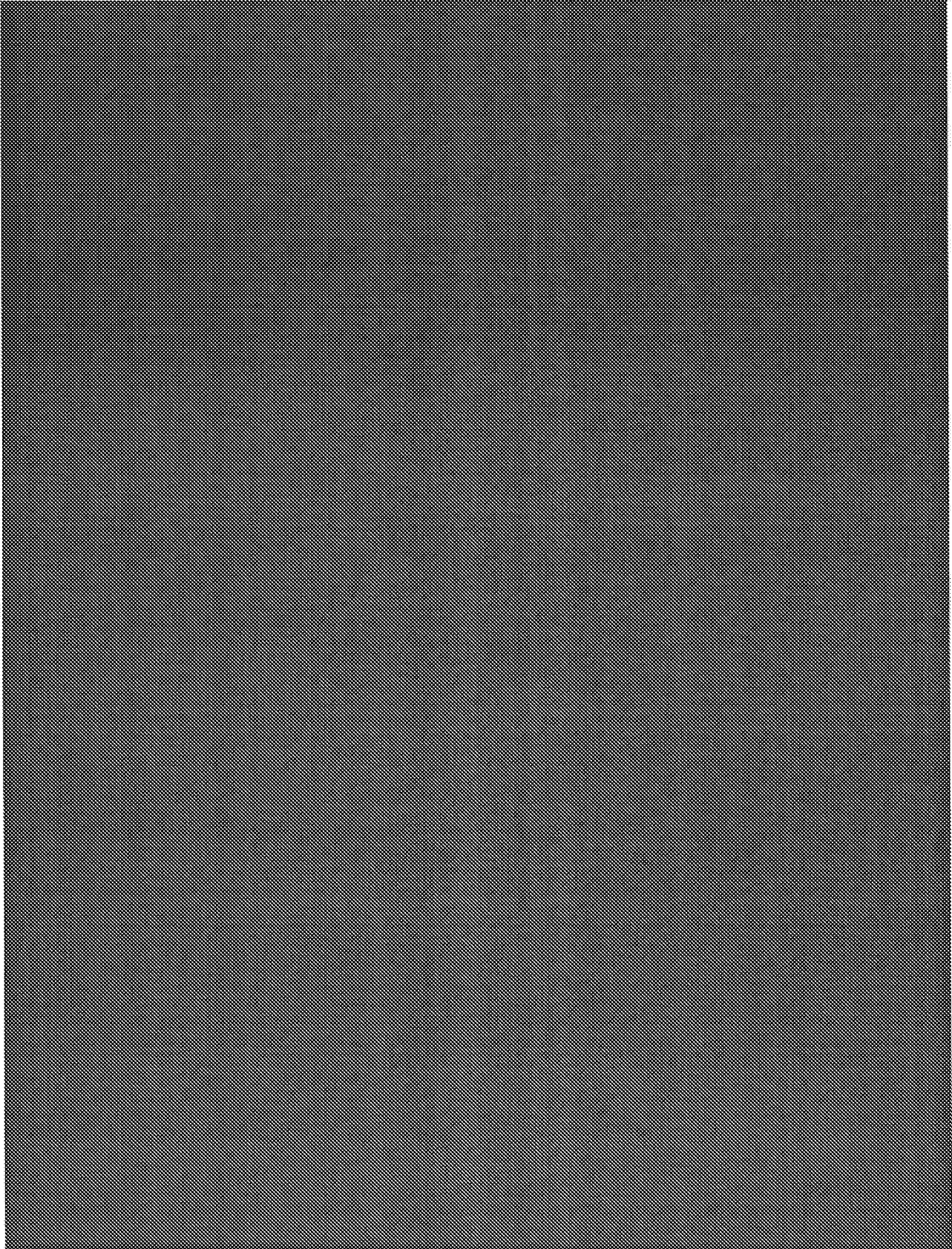


3. PURCHASE AND TRANSFER.

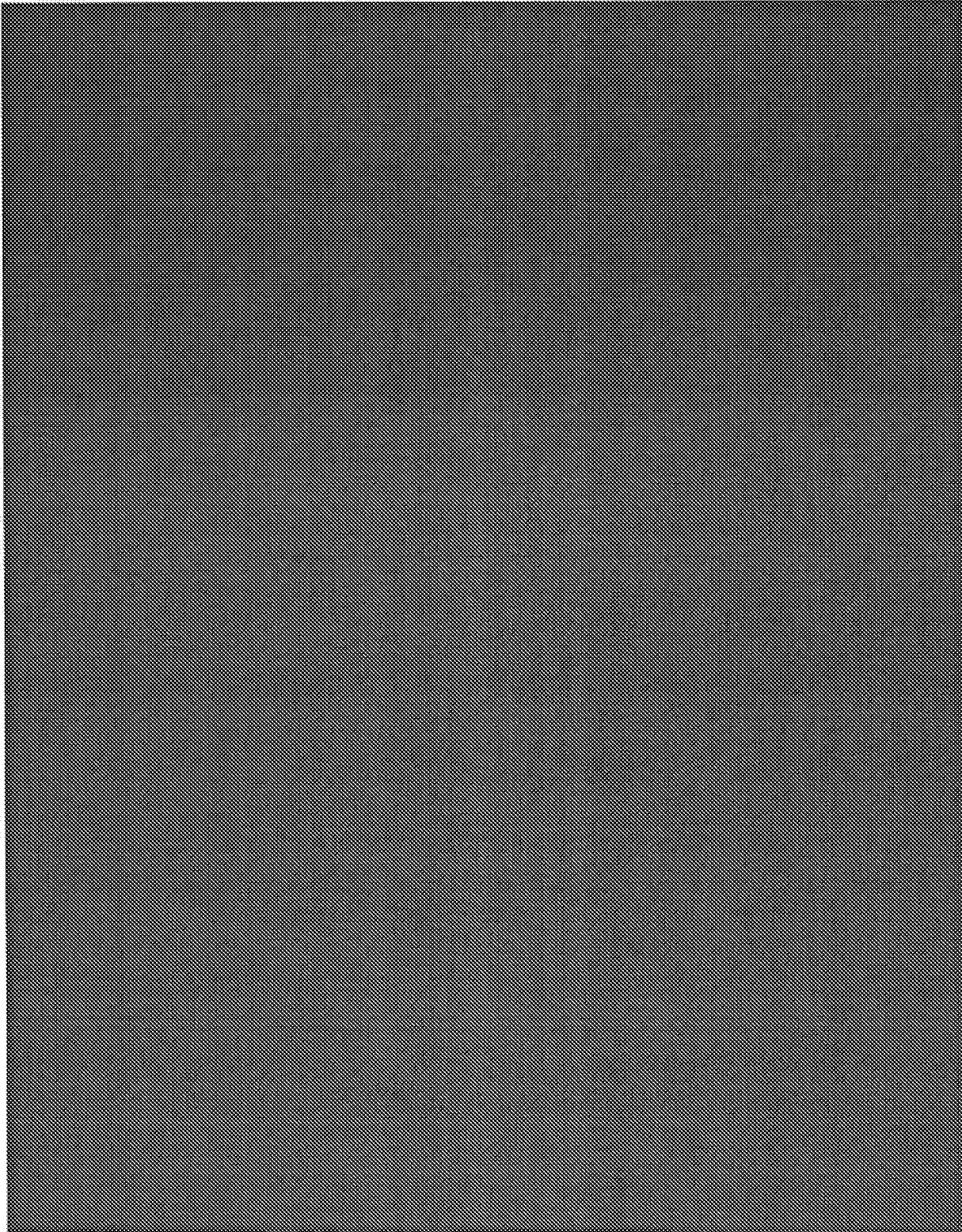
(a) Each of the TM Parties hereby irrevocably sells, assigns, conveys, and transfers solely and exclusively to Company the Mellon Intellectual Property to freely manufacture, promote, advertise, use, distribute, exploit, sell, license and otherwise dispose of the Mellon Intellectual Property throughout the Territory in perpetuity, in any and all media and distribution channels (now known or later devised) in connection with any and all products and services (including, without limitation, ready-to-wear apparel, swimwear, intimate apparel, handbags and small leather goods, footwear and hosiery, headwear and scarves, eyewear, watches, jewelry, cosmetics, fragrances, home furnishings, and bed and bath products, and any and all other products now or in the future sold and/or licensed by Company). Notwithstanding the foregoing, Company shall not sell any Restricted Items using the Mellon Intellectual Property without TM's prior written consent.

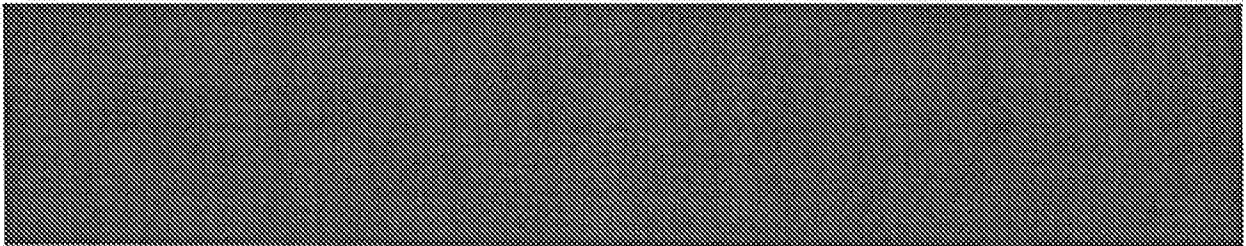
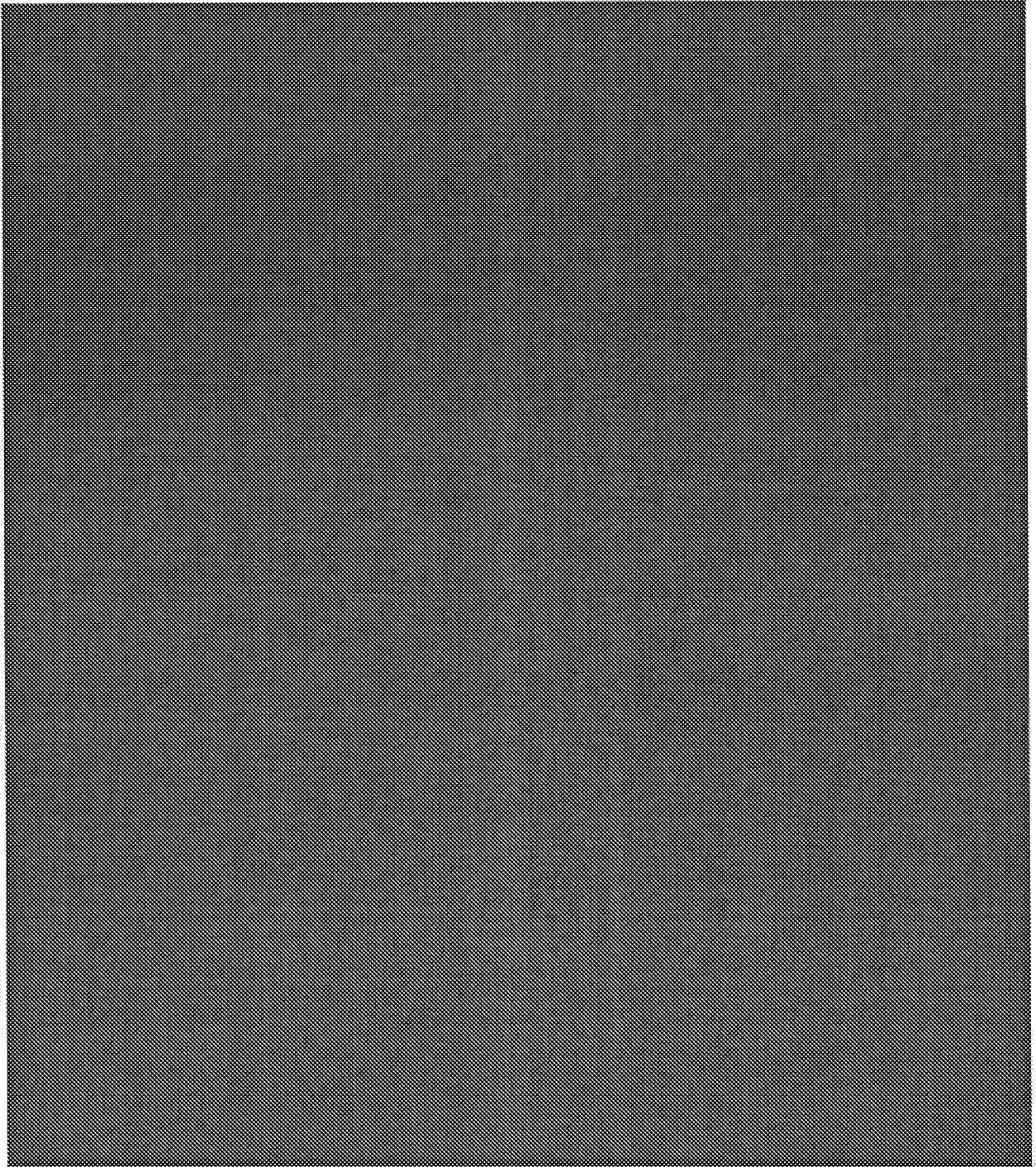


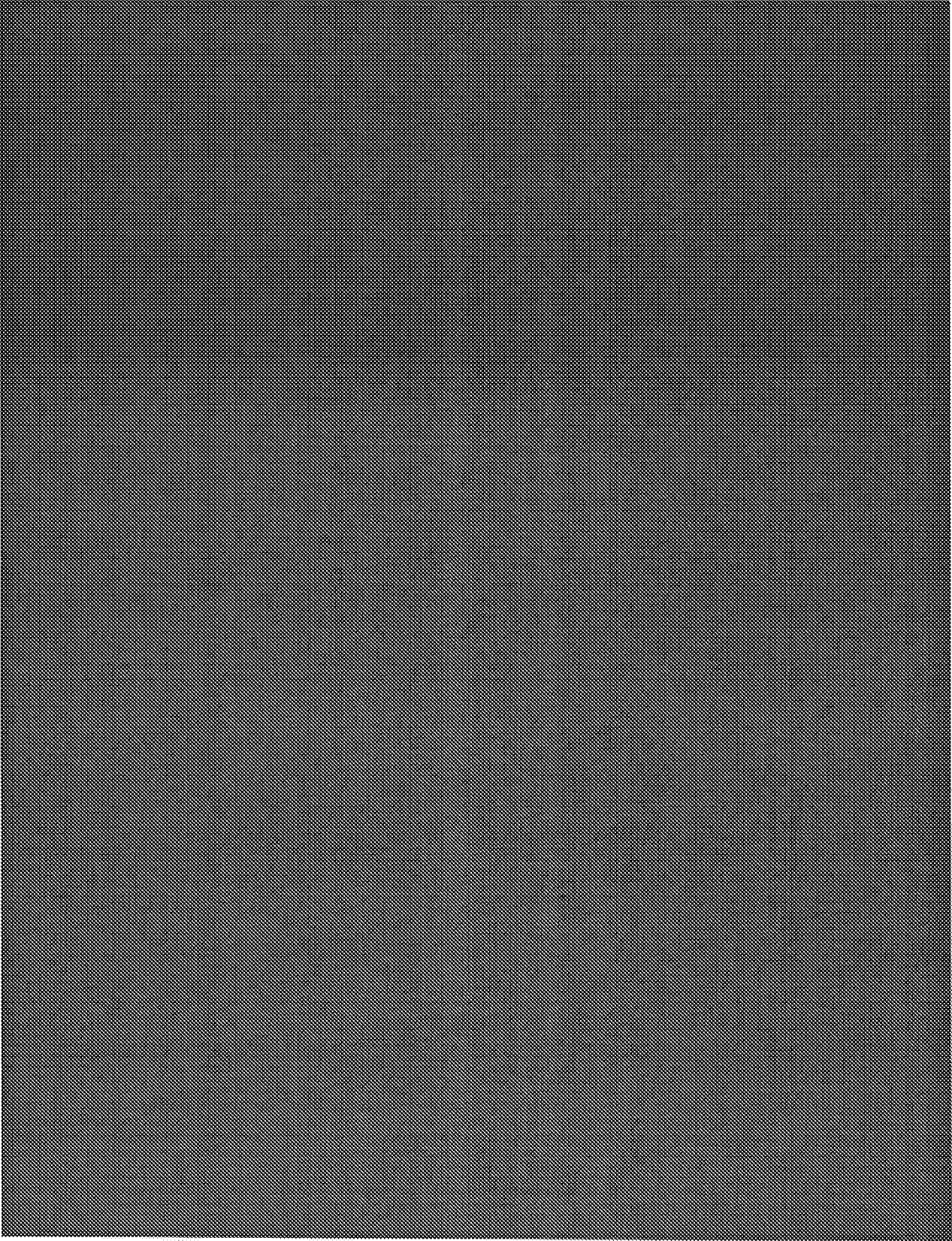


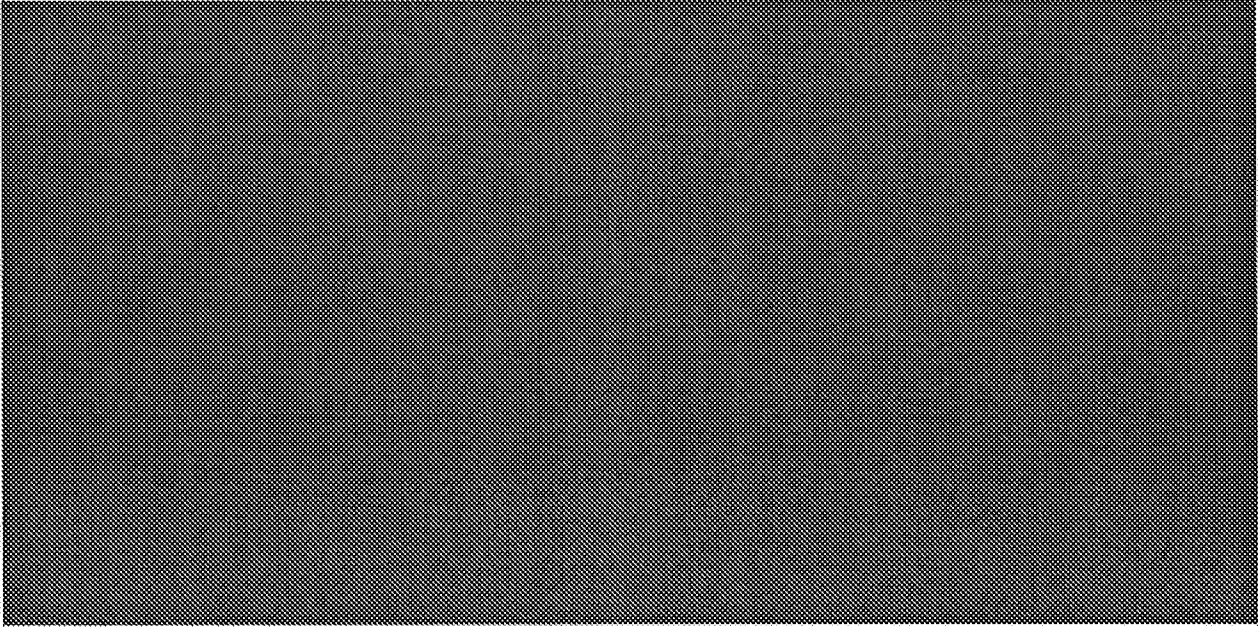


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12. ENTIRE AGREEMENT. This Agreement, together with the Transaction Documents (as such term is defined under the Purchase Agreement), constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

13. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or

implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

15. HEADINGS. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

16. AMENDMENT AND MODIFICATION; WAIVER. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of laws principles.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

TM LLC:

By: Tamara Mellon
Name: Tamara Mellon
Title: Manager

By: _____
Name: Ken Suslow
Title: Manager

By: Tamara Mellon
Name: Tamara Mellon

COMPANY:


By: Tamara Mellon
Name: Tamara Mellon
Title: Chief Executive Officer

[Signature Page to IP Purchase Agreement]

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

TM LLC:














By: _____
Name: Tamara Mellon
Title: Manager






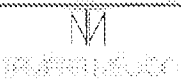
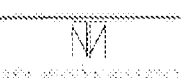




By:  _____
Name: Ken Suslow
Title: Manager

Schedule 1





Registered Mellon Intellectual Property

COUNTRY	TRADEMARK; COPYRIGHT; PATENT	GOODS / SERVICES	APP. NO. / FILING DATE REG. NO. / REG. DATE	STATUS
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COUNTRY	TRADEMARK	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED	NEXT DEADLINE
Australia		Registered	1590655	11/11/2013	1590655	2/5/2014	Renewal of Registration due November 11, 2023
Canada		Pending	1,651,524	11/12/2013			ITU - No deadline Published 10/28/2015
European Union (CTM)		Registered	012297511	11/11/2013	012297511	5/14/2014	Renewal of Registration due November 11, 2023
Hong Kong		Registered	302796616	11/11/2013	302796616	10/13/2014	Renewal of Registration due November 10, 2023
Japan		Registered	2013-90078	11/18/2013	5670603	5/16/2014	Renewal of Registration due May 16, 2024
Jordan		Registered	131730 Class 35	11/13/2013	131730	5/24/2013	Renewal of Registration due May 24, 2023
Jordan		Registered	131736 Class 3	11/13/2013	131736	5/24/2013	Renewal of Registration due May 24, 2023
Jordan		Registered	131726 Class 9	11/13/2013	131726	5/24/2013	Renewal of Registration due May 24, 2023
Jordan		Registered	131727 Class 14	11/13/2013	131727	5/24/2013	Renewal of Registration due May 24, 2023
Jordan		Registered	131729 Class 25	11/13/2013	131729	5/24/2013	Renewal of Registration due May 24, 2023
Jordan		Registered	131728 Class 18	11/13/2013	131728	5/24/2013	Renewal of Registration due May 24, 2023
Kazakhstan		Registered	64443	11/20/2013	46302	11/18/2014	Renewal of Registration due November 20, 2023
Kyrgyzstan		Registered	20130607.3	11/18/2013	12863	11/28/2014	Renewal of Registration due November 18,

COUNTRY	TRADEMARK	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED	NEXT DEADLINE
							2023
Mexico		Registered	1431379 Class 18	11/12/2013	1530681	4/20/2015	Renewal of Registration due November 12, 2023
Mexico		Pending	1431380 Class 14	11/12/2013			Pending -- No deadline
Mexico		Pending	1431377 Class 35	11/12/2013			Pending -- No deadline
Mexico		Registered	1431378 Class 25	11/12/2013	1444250	3/28/2014	Renewal of Registration due November 12, 2023
Saudi Arabia		Registered	1435001266 Class 18	11/24/2013	1435001266	9/11/2014	Renewal of Registration due July 24, 2023
Saudi Arabia		Registered	1435001268 Class 35	11/24/2013	1435001268	9/11/2014	Renewal of Registration due July 24, 2023
Saudi Arabia		Registered	1435001267 Class 25	11/24/2013	1435001267	9/11/2014	Renewal of Registration due July 24, 2023
Saudi Arabia		Registered	1435001265 Class 14	11/24/2013	1435001265	9/11/2014	Renewal of Registration due July 24, 2023
Saudi Arabia		Registered	1435001264 Class 9	11/24/2013	1435001264	9/11/2014	Renewal of Registration due July 24, 2023
Saudi Arabia		Registered	1435001263 Class 3	11/24/2013	1435001263	9/11/2014	Renewal of Registration due July 24, 2023
Turkey		Pending	2014/04768	1/20/2014			Pending -- No deadline Renewal of Registration due January 20, 2024

COUNTRY	TRADEMARK	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED	NEXT DEADLINE
United Arab Emirates		Pending Class 35	200826	11/12/2013			Awaiting receipt of Certificate of Registration Renewal of Registration due November 12, 2023
United Arab Emirates		Pending Class 25	200825	11/12/2013			Awaiting receipt of Certificate of Registration Renewal of Registration due November 12, 2023
United Arab Emirates		Pending Class 18	200824	11/12/2013			Awaiting receipt of Certificate of Registration Renewal of Registration due November 12, 2023
United Arab Emirates		Pending Class 14	200823	11/12/2013			Awaiting receipt of Certificate of Registration Renewal of Registration due November 12, 2023
United Arab Emirates		Pending Class 9	200822	11/12/2013			Awaiting receipt of Certificate of Registration Renewal of Registration due November 12, 2023
United Arab Emirates		Pending Class 3	200821	11/12/2013			Awaiting receipt of Certificate of Registration Renewal of Registration due November 12, 2023

COUNTRY	TRADEMARK	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED	NEXT DEADLINE
							2023
United Kingdom		Registered	UK00003030055	11/11/2013	UK00003030055	4/11/2014	Renewal of Registration due November 11, 2023
United States	TAMARA MELLON	Registered	85/930,727	5/13/2013	4,786,322	8/4/2015	Declaration of Use due August 4, 2021
United States		Registered	85/942,068	5/24/2013	4,786,330	8/4/2015	Declaration of Use due August 4, 2021
United States		Registered	85/930,771	5/13/2013	4,786,323	8/4/2015	Declaration of Use due August 4, 2021
Uzbekistan		Registered	MGU 2013 1882	11/22/2013	MGU 26559	9/8/2014	Renewal of Registration due November 22, 2023