

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554329

<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>
Clique Brands, Inc.		07/17/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Levin Holdings, LLC		
<b>Street Address:</b>	555 Corporate Woods Parkway		
<b>City:</b>	Vernon Hills		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60061		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4662295	COLLEGEDORMISTA	
<b>Registration Number:</b>	4631214	YOUR CAMPUS IS THE RUNWAY	
<b>Registration Number:</b>	4643811	STYLE ON	
<b>Registration Number:</b>	4631213	STYLE GURU	
<b>Registration Number:</b>	3735484	COLLEGE FASHIONISTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2139292525		
<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>	213.929.2500		
<b>Email:</b>	ipladocket@swlaw.com		
<b>Correspondent Name:</b>	Dax Alvarez		
<b>Address Line 1:</b>	400 EAST VAN BUREN STREET		
<b>Address Line 2:</b>	SUITE 1900		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	69922.00001		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>SIGNATURE:</b>	/Dax Alvarez/		
<b>DATE SIGNED:</b>	12/20/2019		

CH \$140.00 4662295

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of July 17, 2019 (this “**Assignment**”), is made and entered into by and among Clique Brands, Inc., a Delaware corporation (“**Assignor**”), and Levin Holdings, LLC, an Illinois limited liability company (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement by and among the Parties and Amy Levin and Melissa Levin, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, Assignor operates an online business under the name “College Fashionista”, including through the use of the trademarks and trademark applications set forth in Exhibit A hereto (the “**Marks**”); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation (at Assignee’s sole expense) as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents (at Assignee’s sole expense) with respect to the Marks as Assignee shall reasonably request.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

4. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

6. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to such state's principles of conflicts of law. Any proceeding arising out of or relating to this Agreement shall be brought in the courts of Los Angeles, California or, if it has or can acquire jurisdiction, in the United States District Court for the Central District of California, Western Division.

8. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

9. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any third party, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

10. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

CLIQUE BRANDS, INC.

By: DocuSigned by:  
David Thomas  
12F89EC73ECA445...  
Name: David Thomas  
Title: Chief Operating Officer

ASSIGNEE:

LEVIN HOLDINGS, LLC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Assignment Agreement]

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

CLIQUE BRANDS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

LEVIN HOLDINGS, LLC.

DocuSigned by:  
*Daniel Levin*  
By: \_\_\_\_\_  
Name: Daniel Levin  
Title: DIRECTOR

[Signature Page to Trademark Assignment Agreement]

**EXHIBIT A**  
**TRADEMARKS**

Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	Register	Class	Status
CollegeDormista	8619 0514	2/11/ 14	4662 295	12/3 0/14	Princi pal	IC 41, 42, 45	Registered. Latest date to file §8 w/o additional fee is December 30, 2020.
Your Campus Is the Runway	8613 3813	12/3/ 13	4631 214	11/4 /14	Princi pal	IC 41, 42, 45	Registered. Latest date to file §8 w/o additional fee is November 4, 2020.
Style On	8613 3798	12/3/ 13	4643 811	11/2 5/14	Princi pal	IC 41, 42, 45	Registered. Latest date to file §8 w/o additional fee is November 25, 2020.
Style Guru	8613 3773	12/3/ 13	4631 213	11/4 /14	Princi pal	IC 41, 42, 45	Registered. Latest date to file §8 w/o additional fee is November 4, 2020.
COLLEGE FASHIONISTA	7775 6109	6/10/ 09	3735 484	1/5/ 10	Suppl ement al	IC 45	Registered. §8 filed November 16, 2015. Current application for Principal Register.

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RECORDED: 12/20/2019

TRADEMARK  
REEL: 006823 FRAME: 0062