

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hollar Inc.		12/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Five Below, Inc.		
Street Address:	701 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19106		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5004845	HOLLAR	
Registration Number:	5663182	HOLLAR	
CORRESPONDENCE DATA			
Fax Number:	2159814194		
<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:	215-981-4351		
Email:	carissiv@pepperlaw.com, catalant@pepperlaw.com, tierm@pepperlaw.com		
Correspondent Name:	Vincent V. Carissimi		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	125257.4-Hollar marks		
NAME OF SUBMITTER:	Vincent V. Carissimi		
SIGNATURE:	/Vincent V. Carissimi/		
DATE SIGNED:	02/24/2020		
Total Attachments: 3			
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source=TM Assignment - Hollar to Five Below#page2.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), effective as of December 31, 2019, is by and between Hollar Inc., a Delaware corporation ("*Assignor*") and Five Below, Inc., a Pennsylvania corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, effective as of December 24, 2019 (the "*Purchase Agreement*"), pursuant to which Assignor has sold, conveyed, assigned, transferred and delivered to Assignee, and Assignee has purchased and accepted from Assignor, among other Purchased Assets, all of Assignor's right, title and interest in and to the trademark registrations set forth on Exhibit A attached hereto (collectively, the "*Trademarks*") together with all of the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not herein defined have the meanings set forth in the Purchase Agreement.
2. Assignment. Effective as of the Closing Time, pursuant to Section 1.01(a) of the Purchase Agreement, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks together with all of the goodwill associated therewith, as well as all rights to bring actions, whether at law or in equity, and to recover damages, lost profits and secure injunctive relief for all past, present and future infringements and other misuses of the Trademarks.
3. Further Assurances. From and after the date of this Assignment, Assignor hereby agrees to execute and deliver such additional documents, conveyances and assurances and take such further actions as may be reasonably requested by Assignee to effectuate this Assignment and otherwise enable Assignee to enjoy the benefits contemplated by this Assignment.
4. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original with the same effect as if the signature on each counterpart were upon the same instrument.
5. Governing Law. This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws rules of such state.

[signature page follows]

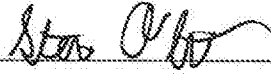
IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Closing Time.

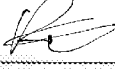
ASSIGNOR:

ASSIGNEE:

Hollar Inc.

Five Below, Inc.

By: 

By: 

Name: Steve Oliver

Name: Ron Masciantonio

Title: CEO

Title: SVP & General Counsel

EXHIBIT A

Mark	Country	Application No.	Registration No.	Filing Date	Registration Date	Status
Hollar	U.S.	86/688,408	5,004,845	7/9/2015	7/19/2016	Registered
Hollar	Taiwan	105001119	10844790	1/8/2016	6/1/2017	Registered
Hollar	Canada	1762006	TMA986642	1/5/2016	12/11/2017	Registered
Hollar	Madrid Protocol	1288815	1288815	12/31/2015		Registered
Hollar	European Union	1288815	1288815	12/31/2015		Registered
Hollar	Singapore	1288815	4020160319Y	12/31/2015	6/30/2016	Registered
Hollar	Japan	1288815	1288815	12/31/2015	12/14/2018	Registered
Hollar	U.S.	87979407	5,663,182	8/25/16	1/22/2019	Registered