

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567269

<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>
Altitude Collection, LLC		01/28/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ModCloth Holdings, LLC		
<b>Street Address:</b>	1031 S. Broadway		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90015		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4445016	GRAHAM STREET SHOE CO	
<b>Registration Number:</b>	4404597	BE THE STYLIST	
<b>Registration Number:</b>	4506143	FERVOUR	
<b>Registration Number:</b>	4272302	MODSTYLISTS	
<b>Registration Number:</b>	4724982	HIGH DIVE	
<b>Registration Number:</b>	4525865	STYLISH SURPRISE	
<b>Registration Number:</b>	4525601	MODCLOTH	
<b>Registration Number:</b>	5091417	349	
<b>Registration Number:</b>	4408596	MYRTLEWOOD	
<b>Registration Number:</b>	4625495	AUFOND	
<b>Registration Number:</b>	4503304	BEA & DOT BY MODCLOTH	
<b>Registration Number:</b>	5195823	BREAKFAST FOR DINNER	
<b>Registration Number:</b>	3787417	BE THE BUYER	
<b>Registration Number:</b>	3766378	M	
<b>Registration Number:</b>	3766379	MODCLOTH	
<b>Registration Number:</b>	3760045	MODCLOTH	
<b>Registration Number:</b>	5686424	MODCLOTH	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 4445016

**Fax Number:**

*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:** 516-599-0888

**Email:** trademarks@frblaw.com

**Correspondent Name:** Moish E. Peltz

**Address Line 1:** 265 Sunrise Highway, Suite 50

**Address Line 4:** Rockville Centre, NEW YORK 11570

<b>ATTORNEY DOCKET NUMBER:</b>	10470
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<b>NAME OF SUBMITTER:</b>	Moish E. Peltz
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<b>SIGNATURE:</b>	/mep/
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<b>DATE SIGNED:</b>	03/16/2020
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**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of January 28, 2020, is entered into by and between Altitude Collection, LLC ("Assignor"), and Modcloth Holdings, LLC ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement dated the date hereof by and among Assignee and Assignor (the "Purchase Agreement").

WHEREAS Assignor is the owners of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee all of their right, title and interest in and to the Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal, and state government officials to record and register this Assignment upon request by Assignee. Assignor agrees to (a) execute all oaths, assignments, applications, and other papers and documents necessary to fully secure to Assignee the right, title and interest conveyed herein and to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives and (b) take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

**ASSIGNOR:**  
ALTITUDE COLLECTION, LLC

**ASSIGNEE:**  
MODCLOTH HOLDINGS, LLC

By: Michael Guptan  
Name: Michael Guptan  
Its: Vice President, Corporate Development

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

**ASSIGNOR:**  
ALTITUDE COLLECTION, LLC

**ASSIGNEE:**  
MODCLOTH HOLDINGS, LLC






By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Jeff Frame  
Name: Jeff Stender  
Its: Managing Director

**SCHEDULE A**

**MARKS**

<b>Mark Name</b>	<b>Country</b>	<b>Application #</b>	<b>Filed Date</b>	<b>Reg Date</b>	<b>Reg #</b>
MODCLOTH	Australia	1189192	2013-12-02	2013-12-02	1189192
MODCLOTH	Canada	1657841	2013-12-24	2016-02-15	TMA929019
MODCLOTH	China	24093328	2017-05-12	2018-05-07	24093328
MODCLOTH	China	18002179	2015-09-29	2016-11-14	18002179
MODCLOTH	China	18002178	2015-09-29	2017-12-21	18002178
MODCLOTH	European Union	14552335	2015-09-11	2016-01-27	14552335
MODCLOTH	European Union	1189192	2013-12-02	2013-12-02	
MODCLOTH	Hong Kong	303533562	2015-09-11	2016-03-02	303533562
BE THE BUYER	International	1156979	2013-02-21	2013-02-21	1156979
MODCLOTH	International	1189192	2013-12-02	2013-12-02	
MODCLOTH	Japan	1189192	2016-09-09	2017-10-06	1189192
BE THE BUYER	United Kingdom	1156979	2013-02-21	2013-02-21	1156979
GRAHAM STREET SHOE CO	United States of America	85774657	2012-11-08	2013-12-03	4445016

BE THE STYLIST	United States of America	85711166	2012-08-23	2013-09-17	4404597
FERVOUR	United States of America	85643491	2012-06-05	2014-04-01	4506143
MODSTYLISTS	United States of America	85635019	2012-05-24	2013-01-08	4272302
HIGH DIVE	United States of America	86178690	2014-01-29	2015-04-21	4724982
	United States of America	86087316	2013-10-09	2014-05-06	4525865
	United States of America	86074468	2013-09-25	2014-05-06	4525601
349	United States of America	85894091	2013-04-03	2016-11-29	5091417
MYRTLEWOOD	United States of America	85804434	2012-12-17	2013-09-24	4408596
AUFOND	United States of America	85793877	2012-12-04	2014-10-21	4625495
BEA & DOT BY MODCLOTH	United States of America	85981100	2013-02-07	2014-03-25	4503304
BREAKFAST FOR DINNER	United States of America	85804438	2012-12-17	2017-05-02	5195823
BE THE BUYER	United States of America	77839786	2009-10-01	2010-05-11	3787417
	United States of America	77707525	2009-04-06	2010-03-30	3766378
	United States of America	77707645	2009-04-06	2010-03-30	3766379
	United States of America	77668897	2009-02-12	2010-03-16	3760045
MODCLOTH	United States of America	86630419	2015-05-14	2019-02-26	5686424