

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574422

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	01/28/2020

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Insolvency Services Group, Inc. in its capacity as assignee for the benefit of creditors of Wildfox Couture IP Holdings, LLC		04/30/2020	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	FAM Wildfox, LLC
<b>Street Address:</b>	5553-B Bandini Blvd.
<b>City:</b>	BELL
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90201
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	88264761	WILDFOX
Serial Number:	87447634	WILDFOX
Serial Number:	88127151	WILDFOX
Serial Number:	86981200	WILDFOX
Serial Number:	85280406	WILDFOX
Serial Number:	85280403	WILDFOX
Serial Number:	85759163	WILDFOX
Serial Number:	77967826	WILDFOX
Serial Number:	77542754	WILDFOX
Serial Number:	88125495	
Serial Number:	86281591	FOXERCISE
Serial Number:	86201009	CLUBFOX
Serial Number:	85369459	W WILDFOX SWIM.
Serial Number:	77829885	LITTLEFOX
Serial Number:	77834586	W

CH \$390.00 88264761

**CORRESPONDENCE DATA****Fax Number:** 2136305709*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:** 2138915621**Email:** pnulud@buchalter.com**Correspondent Name:** Philip Nulud**Address Line 1:** 1000 Wilshire Blvd., Suite 1500**Address Line 4:** Los Angeles, CALIFORNIA 90017

<b>NAME OF SUBMITTER:</b>	Philip Nulud
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<b>SIGNATURE:</b>	/philip nulud/
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<b>DATE SIGNED:</b>	04/30/2020
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**Total Attachments: 5**

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## **NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Nunc Pro Tunc Trademark Assignment (“Assignment”) is executed as of April 30, 2020, effective nunc pro tunc as of January 28, 2020, by and between **INSOLVENCY SERVICES GROUP, INC.**, a California corporation, in its capacity as assignee for the benefit of creditors of Wildfox Couture IP Holdings, LLC, a California limited liability company (the “Assignor”), and **FAM Wildfox, LLC**, a California limited liability company, (the “Assignee”). As used in this Assignment, Assignor and Assignee shall collectively be referred to as (“the Parties”).

WHEREAS, Assignor is the applicant/registrant of certain trademarks, whether registered or unregistered, and pending applications to register the same, including the trademarks listed on the attached Exhibit A (collectively, the “Marks”); and

WHEREAS, pursuant to that certain General Assignment dated as of January 7, 2020 and accepted as of January 13, 2020 (the “General Assignment”), Wildfox Couture IP Holdings, LLC, a California limited liability company (“Wildfox IP”) assigned, transferred, conveyed and delivered to Assignor, among other assets, all rights, title and interest in and to the Marks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of January 28, 2020 (the “Purchase Agreement”), Assignor sold, assigned, transferred, conveyed and delivered to Assignee, among other assets, all rights, title and interest in and to the Marks; and

WHEREAS, Assignor and Assignee desire to memorialize the Purchase Agreement for purposes of documenting a formal, recordable assignment providing for the transfer of Assignor’s entire rights, title and interest in and to the Marks to Assignee, nunc pro tunc as of January 28, 2020.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Upon execution of this Assignment, Assignor hereby irrevocably and unconditionally sells, transfers, conveys, assigns and delivers, nunc pro tunc as of January 28, 2020, to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Marks, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Marks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including without limitation, any damages, claims, and payments recovered thereunder, and the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives. Assignee is the successor-in-interest to the ongoing and existing business of Wildfox IP, or that portion of the business to which any intent-to-use trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060.

2. Further Assurances. At the request and the sole expense of the Assignee, at any time after January 28, 2020, the Assignor shall execute and deliver such documents as the Assignee or its counsel may reasonably request to effectuate the purposes of the Purchase Agreement.

3. Miscellaneous.

(a) Governing Law. This Assignment shall be construed, performed and enforced in accordance with, the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

(b) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) No Third Party Beneficiaries. This Assignment shall not, and is not intended to, confer any rights or remedies upon any person other than the Parties and each of their respective successors and permitted assigns.

(d) Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

(e) Amendments. This Assignment may not be amended or modified, except by a writing duly and validly executed by all of the Parties.

(f) Interpretation. Unless otherwise indicated to the contrary in this Assignment by the context or use thereof, (a) words importing the singular shall also include the plural, and vice versa and (b) the word “including” shall mean “including, without limitation.”

(g) Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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 govern.

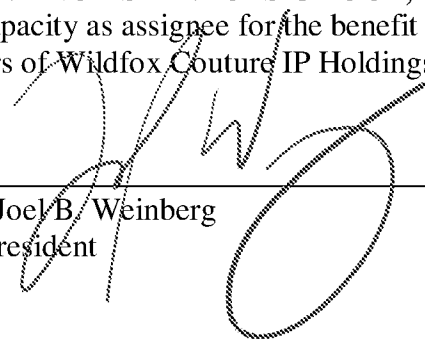
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**IN WITNESS WHEREOF**, the Parties hereto have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

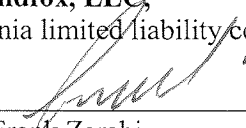
**INSOLVENCY SERVICES GROUP, INC.**,  
in its capacity as assignee for the benefit of  
creditors of Wildfox Couture IP Holdings,  
LLC

By: \_\_\_\_\_  
Name: Joel B. Weinberg  
Title: President



**ASSIGNEE:**

**FAM Wildfox, LLC,**  
a California limited liability company

By:  \_\_\_\_\_

Name: Frank Zarabi

Title: Chief Executive Officer

**EXHIBIT A**

**MARKS**

<b><u>Trademark</u></b>	<b><u>Serial/Reg. No.</u></b>	<b><u>Filing Date</u></b>
WILDFOX*	88264761	January 16, 2019
WILDFOX*	87447634	May 12, 2017
WILDFOX*	88127151	September 21, 2018
WILDFOX	86981200 / 5130520	March 13, 2015
WILDFOX	85280406 / 4093309	March 29, 2011
WILDFOX	85280403 / 4238448	March 29, 2011
WILDFOX	85759163 / 5008341	October 19, 2012
WILDFOX	77967826 / 4154572	March 24, 2010
WILDFOX	77542754 / 4080382	August 8, 2008
	88125495	September 20, 2018
FOXERCISE	86281591 / 4740680	May 14, 2014
CLUBFOX	86201009 / 4609550	February 21, 2014
W WILDFOX SWIM.	85369459 / 4505724	July 12, 2011
LITTLEFOX	77829885 / 4315194	September 18, 2009
W	77834586 / 3854802	September 24, 2009

\*Intent-to-use application