

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591653

<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>
E-Lo Sportswear LLC		08/11/2020	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sharagano Holdings LLC		
<b>Street Address:</b>	469 7th Ave.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5392799	DAG	
<b>Registration Number:</b>	5686418	HIP STITCH	
<b>Serial Number:</b>	87581140	JOSH & ARIELLE	
<b>Serial Number:</b>	90089320	HOPE & HARLOW	
<b>Serial Number:</b>	87581159	LIFESTYLE ATTITUDE	
<b>Serial Number:</b>	88705584	PROSECCO	
<b>Registration Number:</b>	4243670	ZAC & RACHEL	
<b>Serial Number:</b>	88119386	ZAC & RACHEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425999		
<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>	2029425000		
<b>Email:</b>	trademarkdocketing@arnoldporter.com, palak.mayani@arnoldporter.com, elisabeth.richards@arnoldporter.com		
<b>Correspondent Name:</b>	Palak Mayani Parikh		
<b>Address Line 1:</b>	601 Massachusetts Ave., NW		
<b>Address Line 2:</b>	IP DOCKETING		
<b>Address Line 4:</b>	Washington, D.C. 20001		

OP \$215.00 5392799

<b>ATTORNEY DOCKET NUMBER:</b>	0021560.00002
<b>NAME OF SUBMITTER:</b>	Palak Mayani Parikh
<b>SIGNATURE:</b>	/Palak Mayani Parikh/
<b>DATE SIGNED:</b>	08/12/2020

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made as of August 11, 2020, by and between E-Lo Sportswear LLC, with registered offices at 469 7th Ave., New York, New York 10018 (the “Assignor”), and Sharagano Holdings LLC, with registered offices at 469 7th Ave., New York, New York 10018 (the “Assignee”).

WHEREAS, Assignor is the owner, on a worldwide basis, of all right, title and interest in and to the trademarks, and the corresponding U.S. registrations and/or applications for registration of such trademarks set forth on Exhibit 1, and the corresponding foreign registrations and/or applications for registration of such trademarks set forth on Exhibit 2 (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as set forth below.

- 1) Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), together with all causes of action for any and all previously occurring infringements of the rights being assigned, and the right to receive and retain the proceeds to any such infringements, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
- 2) The parties hereby confirm that the Trademarks listed on Exhibit 1, including any pending applications to register, are being assigned as part of the sale of the entire business of Assignor to Assignee, or the portions of Assignor’s business to which such Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3) Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, and in any applicable jurisdictions outside the United States, to record the transfer to Assignee of all the U.S. registrations and/or applications for registration set forth on Exhibit 1, and all the foreign registrations and/or applications for registration set forth on Exhibit 2, as assignee of Assignor’s entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effectuate this assignment, or to confirm Assignee’s ownership of the Trademarks.

4) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

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

ASSIGNOR:

E-LO SPORTSWEAR LLC

By: 

Name: DAVID LOUCKS

Title: CEO

ASSIGNEE:

SHARAGANO HOLDINGS LLC

By: 

Name: DAVID LOUCKS

Title: CEO

Exhibit 1 (U.S. Trademarks)

Mark	Country	Status	Appln No.	Reg No.
DAG	United States	Registered	87270175	5392799
HIP STITCH	United States	Registered	86626589	5686418
JOSH & ARIELLE	United States	Pending	87581140	
HOPE & HARLOW	United States	Pending	90089320	
LIFESTYLE ATTITUDE	United States	Pending	87581159	
PROSECCO	United States	Pending	88705584	
ZAC & RACHEL	United States	Registered	85561565	4243670
ZAC & RACHEL	United States	Pending	88119386	

**Exhibit 2 (Foreign Jurisdiction Trademarks)**

Mark	Country	Status	Appln No.	Reg No.
ZAC & RACHEL	Australia	Registered	1512110	1512110
ZAC & RACHEL	Brazil	Registered	840257872	840257872
JOSH & ARIELLE	Canada	Pending	1883213	
LIFESTYLE ATTITUDE	Canada	Pending	1883211	
PROSECCO	Canada	Pending	2026064	
ZAC & RACHEL	Canada	Registered	1592777	TMA1004020
ZAC & RACHEL	Chile	Registered	1024474	1058985
JOSH&ARIELLE	China	Registered	29310453	29310453
LIFESTYLE ATTITUDE	China	Registered	29310901	29310901
ZAC & RACHEL & Design	China	Registered	11454032	11454032
JOSH & ARIELLE	European Union	Registered	017801069	017801069
LIFESTYLE ATTITUDE	European Union	Registered	017801011	017801011
PROSECCO	European Union	Pending	018233676	
ZAC & RACHEL	European Union	Registered	011157229	011157229
ZAC & RACHEL	Israel	Registered	249108	249108
ZAC & RACHEL	Japan	Registered	2012-071775	5545434
ZAC & RACHEL & Design	Mexico	Pending	M1305517	
ZAC & RACHEL and Design	Panama	Registered	M216186-01	M216186-01
ZAC & RACHEL	Republic of Korea	Registered	4020120056082	4010331470000