

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594367

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	New Assignment
RESUBMIT DOCUMENT ID:	900562506

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VFILES LLC		08/04/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JIL Secured Lending, LLC
Street Address:	767 Fifth Avenue
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10153
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4329381	VFILES
Registration Number:	4585671	VFILES
Serial Number:	88636500	VFILES
Registration Number:	4983536	VFILES TV
Registration Number:	5296587	VFILES SHOP
Registration Number:	5157069	VFILES RUNWAY
Registration Number:	4941893	VFILES SPORT PLUS
Registration Number:	5448771	VFILES SMASHION!
Registration Number:	5492437	VFILES #FASHION
Registration Number:	5014317	VFILES DJ CHAMPIONSHIPS
Registration Number:	5014316	VFILES MADE FASHION
Registration Number:	5184621	VFILES SPORT PLUS+
Registration Number:	5852173	VFILES ACADEMY
Registration Number:	5380639	VFILES LIVE
Registration Number:	5365154	VFILES LOUD
Serial Number:	87878682	VFILES HORRORSCOPES IN TECHNICOLOR
Serial Number:	87878580	VFILES HORRORSCOPES

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87878723	VFILES NOW PLAYING
Serial Number:	88108872	VFILES YELLOW LABEL
Serial Number:	87878718	NOW PLAYING
Registration Number:	5443461	CASHTAG
Registration Number:	4625331	MODEL FILES
Registration Number:	5448770	SMASHION!
Registration Number:	5935103	PRETTY GLOBAL
Registration Number:	5556074	12 MERCER
Registration Number:	5448786	INTERN FILES
Registration Number:	4774486	MADE IN SOHO
Serial Number:	86939885	THE BEST WAY TO PREDICT THE FUTURE IS TO
Registration Number:	5515150	PASS THE AUX
Serial Number:	87941930	PASS THE AUX
Serial Number:	87561278	YELLOW CARD
Serial Number:	88165615	YELLOW LABEL
Serial Number:	85939683	WATCH SHOP CREATE
Serial Number:	87869031	
Serial Number:	87863090	BE HEARD. MAKE NOISE.

CORRESPONDENCE DATA

Fax Number: 3146215065

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: 2677802030

Email: iptm@armstrongteasdale.com, ebehm@armstrongteasdale.com

Correspondent Name: Edward F. Behm, Jr./Armstrong TeasdaleLLP

Address Line 1: 7700 Forsyth Boulevard

Address Line 2: Suite 1800

Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	39270-1
NAME OF SUBMITTER:	Edward F. Behm, Jr.
SIGNATURE:	/Edward F. Behm, Jr./
DATE SIGNED:	08/26/2020

Total Attachments: 5

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ASSIGNMENT AGREEMENT

This Assignment Agreement, effective July 31, 2020 ("Effective Date") by and between VFILES LLC (the "Assignor"), and JIL SECURED LENDING, LLC, (the "Assignee");

WITNESSETH THAT:

WHEREAS, Assignor is the owner of the marks identified in Exhibit A hereto in connection with the goods and services listed on each registration and application identified in Exhibit A, together with any or all of the goodwill associated with each of the marks (collectively "Trademark Rights");

WHEREAS, Assignee has been a secured creditor of Assignor and is desirous of acquiring any and all of Assignor's right, title and interest in and to the Trademark Right, and any and all goodwill of the business associated therewith in partial satisfaction of a secured debt; and

WHEREAS, the parties wish to acknowledge this assignment and memorialize same herein.


NOW THEREFOR, in consideration of the premises and promises set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and sets over unto Assignee, Assignor's entire right, title and interest in and to the Trademark Rights and any and all goodwill of the business associated therewith, any and all future causes of action related to the Trademark Rights, the Trademark Rights to be held and enjoyed by Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns.
2. Upon request, Assignor further agrees to execute such additional documents as may be required to effectuate, perfect and/or record the assignment set forth herein in the United States Patent and Trademark Office or any other domestic or foreign government agency or office.
3. Assignor agrees to cease any and all use now and in the future of the Trademark Rights.
4. Waiver by either party of any breach or failure by either party to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce and compel strict compliance with any term or condition hereof.
5. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, affiliates, licensees, and assigns.

6. Assignor agrees that irreparable harm will result in the event of a breach of any provision hereof. Hence, Assignor agrees that in the event of such a breach, Assignee shall be entitled, in addition to any other legal or equitable relief, damages, and remedies to which it may be entitled or which may be available, to an injunction to restrain the violation thereof.
7. Assignor represents and warrants that (i) Assignor has the power and authority to enter into and perform its obligations under this Agreement; and (ii) Assignor has not assigned the Trademark Rights previously.
8. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Delaware without regard to conflict of laws principles.
9. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

VFILES LLC.

By:  _____
Name: Julie Anne Quay
Title: Founder CEO
Date: 8/4/2020

APPENDIX A

Trademarks

<u>Mark</u>	<u>Status</u>	<u>U.S. App. No.</u>	<u>U.S. Reg. No.</u>
VFILES	U.S. Federal Registration	85/605145	4,329,381
VFILES	U.S. Federal Registration	85/948,795	4,585,671
VFILES	U.S. Federal Application	88/636,500	n/a
VFILES TV	U.S. Federal Registration	85/948,797	4,983,536
VFILES SHOP	U.S. Federal Registration	85/948,803	5,296,587
VFILES RUNWAY	U.S. Federal Registration	86/765,459	5,157,069
VFILES SPORTS PLUS	U.S. Federal Registration	86/224,212	4,941,893
VFILES Smashion!	U.S. Federal Registration	86/354,130	5,448,771
VFILES #FASHION	U.S. Federal Registration	86/400,940	5,492,437
VFILES DJ CHAMPIONSHIP	U.S. Federal Registration	86/683,509	5,014,317
VFILES MADE FASHION	U.S. Federal Registration	86/683, 502	5,014,316
VFILES SPORTS PLUS +	U.S. Federal Registration	86/969,855	5,184,621

VFILES ACADEMY	U.S. Federal Registration	87/532,620	5,852,173
VFILES LIVE	U.S. Federal Registration	87/532,590	5,380,639
VFILES LOUD	U.S. Federal Registration	87/532,548	5,365,154
VFILES HORRORSCOPES IN TECHNICOLER (Stylized)	U.S. Federal Application	87/878,682	n/a
VFILES HORRORSCOPES	U.S. Federal Application	87/878,580	n/a
VFILES NOW PLAYING	U.S. Federal Application	87/878,723	n/a
VFILES YELLOW LABEL	U.S. Federal Application	88/108,872	n/a
NOW PLAYING	U.S. Federal Application	87/878,718	n/a
CASHTAG	U.S. Federal Registration	85/867,952	5,443,461
MODEL FILES	U.S. Federal Registration	85/635,797	4,625,331
Smashion!	U.S. Federal Registration	86/354,127	5,448,770
PRETTY GLOBAL	U.S. Federal Registration	87/122,193	5,935,103
12 MERCER	U.S. Federal Registration	86/651,007	5,556,074
INTERN FILES	U.S. Federal Registration	86/400,936	5,448,786
MADE IN SOHO	U.S. Federal Registration	86/400,943	4,774,486

THE BEST WAY TO PREDICT THE FUTURE IS TO CREATE IT	U.S. Federal Application	86/939,885	n/a
PASS THE AUX	U.S. Federal Registration	87/468,875	5,515,150
PASS THE AUX	U.S. Federal Application	87941,930	n/a
YELLOW CARD	U.S. Federal Application	87/561,278	n/a
YELLOW LABEL	U.S. Federal Application	88/165,615	n/a
WATCH SHOP CREATE	U.S. Federal Application	85,939,683	n/a
PANTONE 102C	U.S. Federal Application	87/869,021	n/a
BE HEARD. MAKE NOISE.	U.S. Federal Application	87/863,090	n/a