

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fashion Box USA, Inc.		08/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Holden Outerwear, Inc.		
Street Address:	16 Farview Road		
City:	Tenafly		
State/Country:	NEW JERSEY		
Postal Code:	07670		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78378687	HOLDEN	
Serial Number:	85010758	HOLDEN	
Serial Number:	85334319	HOLDEN	
Serial Number:	87350450	UNCONVENTIONAL ADVENTURE	
Serial Number:	87350453		
CORRESPONDENCE DATA			
Fax Number:	7138930469		
<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:	7138930469		
Email:	jfranklin@kmd.law		
Correspondent Name:	Jordan B. Franklin		
Address Line 1:	55 Waugh Dr. #150		
Address Line 4:	Houston, TEXAS 77007		
NAME OF SUBMITTER:	Jordan B. Franklin		
SIGNATURE:	/Jordan B. Franklin/		
DATE SIGNED:	08/19/2020		
Total Attachments: 2			
source=Fashion Box to Holden Inc TRADEMARK ASSIGNMENT AGREEMENT#page1.tif			

OP \$140.00 78378687

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into on this 6th day of August, 2020, (the "Effective Date"), by and between Fashion Box., a Delaware corporation, (the "Assignor"), and Holden Outerwear, a New Jersey Corporation (the "Assignee"), (collectively the "Parties").

- **Whereas**, Assignor owns US Trademark Application Numbers: 85334319, 85010758, 78378687, 87350453, 87350450.
- **Whereas**, Assignee desires to acquire all of Assignor's right, title, good will, and interest in the trademarks listed above.
- **Whereas**, Assignor wishes to assign all of Assignor's right, title, good will, and interest in the trademarks listed above based on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Assignor has all the authority required to enter this Agreement.
2. Assignor shall convey and assign to Assignee all of Assignor's right, title, good will, and interest derived from and in connection with the trademarks listed above.
3. Assignor represents and warrants that Assignor owns 100% right, title, good will, and interest in and to the trademarks listed above and that Assignor has not assigned the trademarks to any other person or entity, either expressly or impliedly.
4. After the Effective Date of this Agreement, Assignor shall execute and deliver to Assignee, at Assignor's expense, any and all instruments of sale, transfer, conveyance, assignment and confirmation as lawfully necessary or as requested by Assignee in order to perfect or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the trademarks and any and all related federal and state trademark registrations and/or registration application rights.
5. Assignor shall not make further use of the trademarks or any trademarks confusingly similar to the trademark listed herein after the Effective Date of this Agreement.
6. This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
7. This Agreement may be amended, modified, altered, or supplemented only in writing and signed by both Parties.
8. This Agreement and all amendments, modifications, alterations or supplements thereto shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the principles of conflict of laws.

9. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and date first above written.

Assignor: **Fashion Box**
Signed: _____
Date: 8/7/2020

Assignee: **Holden Outerwear**
Signed: _____
Name: Patrick Nespolo
Title: Owner
Date: 8/7/2020