

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM609305

<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>
CWC Direct LLC		11/17/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coldwater International LLC		
<b>Street Address:</b>	150 SE Second Avenue		
<b>Internal Address:</b>	c/o New Times Group, Suite 1404		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88693365	WONDERSOFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2122935556		
<b>Email:</b>	kaufman@kaufmankahn.com		
<b>Correspondent Name:</b>	Mark S. Kaufman		
<b>Address Line 1:</b>	10 Grand Central		
<b>Address Line 2:</b>	155 East 44th Street, 19th Fl.		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Mark S. Kaufman		
<b>SIGNATURE:</b>	/Mark S. Kaufman/		
<b>DATE SIGNED:</b>	11/17/2020		
<b>Total Attachments: 2</b>			
source=TM Assignment WONDERSOFT (CW direct to Coldwater INT_I)#page1.tif			
source=TM Assignment WONDERSOFT (CW direct to Coldwater INT_I)#page2.tif			

OP \$40.00 88693365

## FIRST SUPPLEMENTAL TRADEMARK ASSIGNMENT

This First Supplemental Trademark Assignment (this "Trademark Assignment"), by CWC Direct LLC, a limited liability company organized under the laws of the State of Delaware with an address at 175-A Beal Street, Hingham, Massachusetts 02043 ("Assignor"), in favor of COLDWATER INTERNATIONAL, LLC, a limited liability company organized under the laws of the State of Delaware, with an address of c/o Newtimes Group, 150 SE 2nd Avenue, Suite 1404, Miami, Florida 33131 ("Assignee," and together with Assignor, the "Parties"), is made pursuant to that certain Amended and Restated Asset Purchase Agreement between the Parties dated as of August 31, 2020 (the "Purchase Agreement"), and supplements that Trademark Assignment dated September 4, 2020 (the "9/4/2020 Trademark Assignment"), between CW ABC, a Delaware Series LLC, solely in its capacity as Assignee for the Benefit of Creditors of CWC Direct Parent LLC, CWC Direct LLC, Coldwater Direct LLC, and CWC Stores LLC, with an address at c/o Development Specialists, Inc., Wells Fargo Center, 333 South Grand Avenue, Suite 4100, Los Angeles, California 90071-1544, and Assignee.

WHEREAS, Assignor intended to use the following service mark that is the subject of the following United States Patent and Trademark Office application:

<u>TRADEMARK</u>	<u>APPLICATION DATE</u>	<u>SERIAL NO.</u>
WONDERSOFT	November 14, 2019	88693365

WHEREAS, Assignor has assigned said service mark to Assignee;

WHEREAS, the Assignor and the Assignee are desirous of confirming the assignment for purposes of filing the same with the United States Patent and Trademark Office and other appropriate governmental offices.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby acknowledges and confirms that it has sold, transferred, assigned, and delivered, and hereby sells, transfers, assigns and delivers unto Assignee, effective as the date hereof, all right, title and interest in and to said trademark and the United States Patent and Trademark Office application therefor, together with the portion of the Applicant's business relating to its bona fide intent to use the trademark, and together with the goodwill of the business connected with and symbolized by such trademark and trademark application, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such service mark or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name. The application is being assigned as part of the entire business or portion thereof to which the mark pertains.

IN WITNESS WHEREOF, this Assignment has been executed on behalf of the Assignor by its duly authorized officer as of the date hereof.

**CWC DIRECT LLC**

By: [Signature]

Name: Steven L. Victor

Title: Authorized Representative for CA ABC,  
solely in its capacity as Assignee for the  
Benefit of Creditors of CWC Direct LLC

Date: 11/17/20

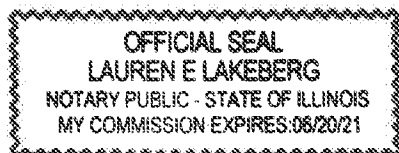
Place: Chicago, Illinois

**NOTARY CERTIFICATION**

STATE OF ILLINOIS  
COOK COUNTY  
CITY OF CHICAGO

On this, the 17 day of November, 2020, before me, Lauren E. Lakeberg, the undersigned officer personally appeared Steven L. Victor, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the city of Chicago, Illinois. (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

In witness whereof I hereunto set my hand and official seal.



Lauren E. Lakeberg  
NOTARY PUBLIC - STATE AT LARGE

My Commission Expires: 6/20/2021