

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637845

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900600264

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paul Frank Industries LLC		12/10/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PAUL FRANK LIMITED
<b>Street Address:</b>	48-62 HENNESSY RD
<b>Internal Address:</b>	UNIT 1003, 10/F SHANGHAI IND INVESTMENT BLDG
<b>City:</b>	WANCHAI
<b>State/Country:</b>	HONG KONG
<b>Entity Type:</b>	Limited Company: HONG KONG

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2675982	
Registration Number:	5492241	DON'T FORGET TO NEVER GROW UP
Registration Number:	2524187	
Serial Number:	90003887	FOR KIDS...AND THOSE WHO USED TO BE KIDS
Registration Number:	3583780	JULIUS
Registration Number:	2571471	
Registration Number:	3194737	
Registration Number:	3240161	
Registration Number:	4354037	
Registration Number:	2325420	
Registration Number:	3726765	PAUL FRANK
Registration Number:	5464054	PAUL FRANK
Registration Number:	5464055	PAUL FRANK
Registration Number:	5467929	PAUL FRANK
Registration Number:	5464056	PAUL FRANK
Registration Number:	2609759	PAUL FRANK
Registration Number:	2325419	PAUL FRANK
Registration Number:	3563723	PAUL FRANK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3500209	PLANNED PINES
Registration Number:	2755205	
Registration Number:	3186381	
Registration Number:	4716803	JULIUS JR.
Registration Number:	4478728	JULIUS JR.
Registration Number:	4735853	

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 646-898-2030  
**Email:** docket@peroffsaunders.com  
**Correspondent Name:** Jason H. Kasner  
**Address Line 1:** 745 5th Avenue  
**Address Line 2:** Suite 500  
**Address Line 4:** New York, NEW YORK 10151

**ATTORNEY DOCKET NUMBER:** 46128-058

**DOMESTIC REPRESENTATIVE**

**Name:** Jason H. Kasner  
**Address Line 1:** 745 5th Avenue  
**Address Line 2:** Suite 500 - Peroff Saunders PC  
**Address Line 4:** New York, NEW YORK 10151

**NAME OF SUBMITTER:** Jason H. Kasner

**SIGNATURE:** /JasonHKasner/

**DATE SIGNED:** 04/08/2021

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), is entered into as of December 10, 2020 by and between Paul Frank Industries LLC, a Delaware Limited Liability Company ("Assignor"), having a place of business at 10100 Santa Monica Blvd Ste 2600, Los Angeles, California 90067 and PAUL FRANK LIMITED, a Hong Kong Limited Company (the "Assignee"), having its principal place of business at UNIT 1003, 10/F SHANGHAI IND INVESTMENT BLDG 48-62 HENNESSY RD WANCHAI, HONG KONG.

WHEREAS, Assignor desires to convey, transfer, and assign (collectively, "Transfer") to Assignee, all of Assignor's right, title and interest in and to the trademarks identified in Exhibit "A" (hereinafter referred to as the "Assigned Trademarks"), and Assignee desires to accept the Transfer to it of all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby convey, transfer, and assign to Assignee, effective as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Trademark Rights (defined below). Effective as of the date hereof, Assignee hereby accepts the assignment to it of all of Assignor's right, title and interest in and to such Assigned Trademark Rights. For purposes hereof, "Assigned Trademark Rights" shall mean the following to the extent owned or controlled by Assignor, solely in the Territory (defined below): (i) the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, (ii) all common law rights that may exist in and to the Assigned Trademarks, (iii) the goodwill relating to the goods and services in connection with which the Assigned Trademarks are registered or used, to the extent such goodwill has been attributed to Assignor, and (iv) any claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing. For purposes hereof, the "Territory" shall mean throughout the world, except for Israel.

2. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars.

3. Construction. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, USA without giving effect to the provisions thereof relating to conflicts of law.

4. No Third-Party Beneficiaries. Nothing contained in this Assignment shall be construed to confer upon or give to any Person (defined below), other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Assignment. As used herein, "Person" shall mean any individual, corporation, company, partnership, firm, joint venture, association, limited liability company, limited liability partnership, joint-stock company, trust, unincorporated organization, governmental authority or other entity.

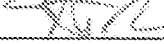
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Further Assurances. Without further consideration, at Assignee's reasonable request and at Assignee's sole cost and expense, Assignor agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or performance such acts as Assignee may reasonably request (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Trademarks.

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

Assignor:

Paul Frank Industries LLC

By:   
Name: SCOTT ROSENBAUM  
Title: Senior Vice President

Assignee:

*for and on behalf of*  
PAUL FRANK LIMITED, LIMITED

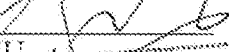







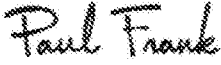

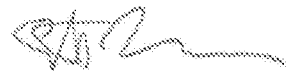
By:   
Name: HAN MU  
Title: Director of Legal Affairs  
*Authorized Signature(s)*


EXHIBIT A

*[see attached]*

TM Paul Frank - USA				
TM	Description	TM app. No.	TM reg. No.	Classes
	Clancy Giraffe Design	75910897	2675982	18; 25
DON'T FORGET TO NEVER GROW UP		87709986	5492241	35
	Elephant Design	75911103	2524187	18; 25
FOR KIDS AND THOSE WHO USED TO BE KIDS		90003887		16; 18; 24; 25; 28
JULIUS		77029371	3583780	14; 16; 25; 28; 41
	Julius Head Design (B&W)	76322346	2571471	14
		76319094	3194737	16; 28
		76318820	3240161	41
	Julius Head Design (Color)	85768099	4354037	9
	Julius Head Design (Lined for Color)	75498789	2325420	18; 25
PAUL FRANK		78915733	3726765	9; 12; 14; 16; 18; 25; 28; 35; 41
		87621578	5464054	11
		87621582	5464055	16
		87621583	5467929	24
		87621586	5464056	20
	PAUL FRANK & Helicopter Design	76338957	2609759	14; 18
	PAUL FRANK House Black Clouds & Trees Design	75498788	2325419	25
	Paul Frank Stylized	77470823	3563723	25
PLANNED PINES		78849321	3500209	41
	Skurvy Design	76338958	2755205	14
		78355636	3186381	18; 24; 25

For and on behalf of  
**PAUL FRANK LIMITED**  
 Authorized Signatory



JULIUS JR.		85689339	4716803	25
		85689323	4478728	16
	Julius Jr. Head Design (Color)	85955364	4735853	25

For and on behalf of  
**PAUL FRANK LIMITED**

*[Handwritten Signature]*  
 Authorized Signature(s)

5/5