

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650108

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 AVENUE KNITS, INC.		05/25/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	MAJOR LABEL GROUP LLC		
Street Address:	550 7th Avenue		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4994491	33 DEGREES	
Registration Number:	4999712	BLIZZARD BAY	
Registration Number:	5261183	ISELA	
Registration Number:	4753037	JOLLY SWEATERS	
Registration Number:	5424698	TRIBEKKA44	
CORRESPONDENCE DATA			
Fax Number:	2126843999		
<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:	212-684-3900		
Email:	efiling@grr.com		
Correspondent Name:	GOTTLIEB, RACKMAN & REISMAN, P.C.		
Address Line 1:	270 Madison Avenue		
Address Line 2:	8th Floor		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Marc P. Misthal		
SIGNATURE:	/Marc P. Misthal/		
DATE SIGNED:	05/27/2021		

CH \$140.00 4994491

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made effective this May 25th, 2021, by and between FASHION AVENUE KNITS, INC., a New York Corporation, having office at 525 Seventh Avenue Suite 400, New York, 10018 (the "Assignor"), MAJOR LABEL GROUP LLC, a New York limited liability company (the "Assignee"); each a "Party" and together, the "Parties".

WITNESSETH:

WHEREAS, Assignor is the owner of all of the rights, titles and interests in and to certain trademarks and service marks, including the registered trademarks, service marks, applications therefor and trade names as set forth on Exhibit A hereto (the "Assigned Trademarks");

WHEREAS, Assignee agrees to purchase, and Assignor agrees to assign and transfer, all the rights and interests in and to the Assigned Trademarks, including all trademark applications and registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said assignor does hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby agrees and affirms that the assignor has contributed, granted, conveyed, transferred, assigned, and delivered to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made.

2. Use of Assigned Trademarks. Assignor, as of the Effective Date, agrees to cease using the Assigned Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake

and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest in the Assignee in any jurisdiction

4. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Assigned Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

5. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by all Parties.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9. Authorization. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Assigned Trademarks.

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement as of the Effective Date:

Assignor

FASHION AVENUE KNITS, INC.

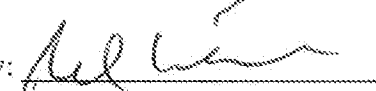
By: 

Name: Mel Weiss

Title: CEO

Assignee

MAJOR LABEL GROUP LLC

By: 

Name: Michael Weiss

Title: President

EXHIBIT A

Names of the Trademarks/Registrations

1. 33 DEGREES Class 025, U.S. Registration No. 4994491
2. BLIZZARD BAY Class 025, U.S. Registration No. 4999712
3. ISELA Class 025, U.S. Registration No. 5261183
4. JOLLY SWEATERS Class 025, U.S. Registration No. 4753037
5. TRIBEKKA44 Class 025, U.S. Registration No. 5424698