

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654804

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900615058

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MODCLOTH HOLDINGS, LLC		04/23/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MODCLOTH PARTNERS, LLC
<b>Street Address:</b>	1031 S. Broadway, Suite 350
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90015
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4625495	AUFOND
Registration Number:	4724982	HIGH DIVE
Serial Number:	90271621	ERA BY MODCLOTH
Registration Number:	5091417	349
Registration Number:	4272302	MODSTYLISTS
Registration Number:	5195823	BREAKFAST FOR DINNER
Registration Number:	4525601	MODCLOTH
Registration Number:	5686424	MODCLOTH
Registration Number:	3760045	MODCLOTH
Registration Number:	3766378	M
Registration Number:	3766379	MODCLOTH
Registration Number:	3787417	BE THE BUYER

## CORRESPONDENCE DATA

Fax Number: 3366077500

*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: 3366077300

Email: kfrith@kilpatricktownsend.com

TRADEMARK

**Correspondent Name:** Tiffani D. Otey  
**Address Line 1:** 1001 West Fourth Street  
**Address Line 4:** Winston-Salem, NORTH CAROLINA 27101

**ATTORNEY DOCKET NUMBER:** 105185.1243572

**NAME OF SUBMITTER:** Kathy Frith

**SIGNATURE:** /Kathy Frith/

**DATE SIGNED:** 06/18/2021

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Agreement*”), dated as of April 23, 2021 (the “*Effective Date*”), is made and entered into by and between **MODCLOTH PARTNERS, LLC**, a Delaware limited liability company (“*Assignee*”) and **MODCLOTH HOLDINGS, LLC**, a Delaware limited liability company (“*Assignor*”). Capitalized terms used but not defined herein shall have the meanings set forth in the Transfer Agreement (defined below).

**WHEREAS**, Assignor has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “*Trademarks*”);

**WHEREAS**, Assignor and Assignee have entered into that certain Strict Foreclosure Transfer Agreement, dated as of even date herewith (the “*Transfer Agreement*”), pursuant to which Assignor has transferred, conveyed, assigned and delivered to Assignee, among other assets, the Trademarks, and has agreed to execute and deliver this Agreement;

**WHEREAS**, pursuant to the Transfer Agreement, Assignee has acquired all of Assignor’s right, title and interest in and to the Trademarks, and Assignor and Assignee wish to confirm via this assignment such acquisition and assignment;

**NOW THEREFORE**, for good and valuable consideration, including the premises and covenants set forth in the Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Date, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Assignee, as fully and effectually as they would have been held by Assignor had this assignment not taken place.

2. No Assumption of Liabilities. Assignee does not assume, and shall not be obligated or liable for, any liabilities of Assignor or its members, affiliates, predecessors, assignors or transferors, in connection with the Trademarks and the transactions contemplated hereby.

3. Registration. Assignee will be entitled to register and/or record this Agreement at the relevant intellectual property and trademark offices. Assignor shall give Assignee any powers and authorization necessary for this purpose and, at the request of Assignee or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Assignee.

4. Further Action. Assignor and Assignee shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and the Transfer Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the

transactions contemplated by this Agreement and the Transfer Agreement; provided, that, as between the parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Trademarks (including, without limitation, with any applicable governmental authorities), and for any and all costs, expenses and fees associated therewith.

5. Transfer Agreement. This Agreement is subject in all respects to the terms and conditions of the Transfer Agreement and does not (a) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Assignee or Assignor; or (b) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignee or Assignor. In the event the terms of this Agreement conflict with the terms of the Transfer Agreement, the terms of the Transfer Agreement shall govern.

6. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures exchanged by facsimile or other electronic means, will be fully binding on the parties, notwithstanding any decisional law to the contrary.

8. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the Transfer Agreement.

10. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all of the parties.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.

**MODCLOTH PARTNERS, LLC**

DocuSigned by:  
*Geoffrey Van Haeren*  
By: \_\_\_\_\_  
Name: Geoffrey Van Haeren  
Title: Manager

By: \_\_\_\_\_  
Name: Ryan Davis  
Title: Manager

**MODCLOTH HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Jeff Streader  
Title: Managing Member

IN WITNESS WHEREOF, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.

**MODCLOTH PARTNERS, LLC**

By: \_\_\_\_\_

Name: Geoffrey Van Haeren

Title: Manager

By:  \_\_\_\_\_

Name: Ryan Davis

Title: Manager

**MODCLOTH HOLDINGS, LLC**

By: \_\_\_\_\_

Name: Jeff Streader

Title: Managing Member

[Signature Page to Trademark Assignment Agreement]

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**TRADEMARK**  
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**IN WITNESS WHEREOF**, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.

**MODCLOTH PARTNERS, LLC**

By: \_\_\_\_\_  
Name:  
Title:


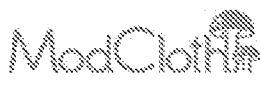
**MODCLOTH HOLDINGS**

By: Jeff Streader  
Name: Jeffery Streader  
Title: Managing Member

**SCHEDULE A  
TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Status</b>	<b>Reg. No. Reg. Date</b>	<b>International Class/ Goods or Services</b>



Mark Name/ Image	Country	Application #	Registration #	App. Date/ Filing Date	Reg. Date/ Issue Date
AUFOND	United States (USPTO)	85793877	4625495	12/04/2012	10/21/2014
HIGH DIVE	United States (USPTO)	86178690	4724982	01/29/2014	04/21/2015
ERA BY MODCLOTH	United States (USPTO)	90271621		10/22/2020	
349	United States (USPTO)	85894091	5091417	04/03/2013	11/29/2016
MODSTYLISTS	United States (USPTO)	85635019	4272302	05/24/2012	01/08/2013
BREAKFAST FOR DINNER	United States (USPTO)	85804438	5195823	12/17/2012	05/02/2017
ModCloth	United States (USPTO)	86074468	4525601	09/25/2013	05/06/2014
MODCLOTH	United States (USPTO)	86630419	5686424	05/14/2015	02/26/2019
ModCloth	United States (USPTO)	77668897	3760045	02/12/2009	03/16/2010
	United States (USPTO)	77707525	3766378	04/06/2009	03/30/2010
	United States (USPTO)	77707645	3766379	04/06/2009	03/30/2010
BE THE BUYER	United States (USPTO)	77839786	3787417	10/01/2009	05/11/2010
MODCLOTH	Australia	1189192	1189192	12/02/2013	12/02/2013
MODCLOTH	Canada	1657841	TMA929019	12/24/2013	02/15/2016
MODCLOTH	China	24093328	24093328	05/12/2017	05/07/2018
MODCLOTH	China	18002179	18002179	09/29/2015	11/14/2016
MODCLOTH	China	18002178	18002178	09/29/2015	12/21/2017
MODCLOTH	European Union	14552335	14552335	09/11/2015	01/27/2016
MODCLOTH	European Union	1189192		12/02/2013	12/02/2013
MODCLOTH	Hong Kong	303533562	303533562	09/11/2015	03/02/2016
MODCLOTH	International	1189192		02/21/2013	12/02/2013
MODCLOTH	Japan	1189192	1189192	09/09/2016	10/06/2017
BE THE BUYER	International	1156979	1156979	02/21/2013	02/21/2013
BE THE BUYER	United Kingdom	1156979	1156979	02/21/2013	02/21/2013

TRADEMARK

RECORDED: 05/07/2021

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