

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTIONWEAR		01/16/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	COSTUME GALLERY HOLDINGS		
Street Address:	312 S. Gay St., Suite 200		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37902		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2487980	MOTIONWEAR	
Registration Number:	3727616	MOTIONWEAR	
Registration Number:	3485568	MOTIONWEAR	
Registration Number:	3497349	DANCE SOLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6098321017		
Email:	plamena.antonova@blackswantn.com		
Correspondent Name:	COSTUME GALLERY HOLDINGS, LLC		
Address Line 1:	312 S. Gay St., Suite 200		
Address Line 4:	Knoxville, TENNESSEE 37902		
NAME OF SUBMITTER:	Brant Enderle		
SIGNATURE:	/brant enderle/		
DATE SIGNED:	09/13/2021		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”) dated as of January 16, by and between Motionwear, LLC, a Delaware limited liability company (“**Seller**”), in favor of Costume Gallery Holdings, LLC, a Tennessee limited liability company (“**Buyer**”), is executed pursuant to that certain Asset Purchase Agreement dated as of the date hereof between Seller and Buyer (the “**Purchase Agreement**”). Seller and Buyer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the definitions given such terms in the Purchase Agreement.

2. Conveyance and Assignment. Seller hereby conveys, transfers, assigns, sells and delivers to Buyer, its successors and assigns, all of Seller’s right, title and interest in and to the Trademarks described in **Exhibit A** attached hereto, together with all goodwill associated therewith.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, (i) the Parties’ representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, and (ii) matters of applicable Law, venue, dispute resolution, and all other general provisions, are incorporated herein by this reference.

4. Counterparts; Facsimile. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Signatures of the Parties transmitted by facsimile or .pdf format via electronic mail shall be deemed to be their original signatures for all purposes.

5. Binding Effect. This Assignment shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

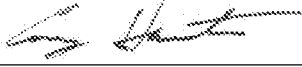
6. Registration. This Assignment may be recorded with the United States Patent and Trademark Office or with any other appropriate office to evidence the assignment of the Trademarks.

[Signature Page Follows]

This Assignment of Trademarks is effective as of the date first written above.

SELLER:

MOTIONWEAR, LLC

By: 
Name: Casey Hammontree
Title: CEO

Signature Page to Assignment of Trademarks

EXHIBIT A
TRADEMARKS

Trademark	Jurisdiction	Serial Number	Registration Number	Filing Date	Registration Date
MOTIONWEAR	USA	75/458,535	2,487,980	03/27/98	09/11/01
MOTIONWEAR	USA	77/683,107	3,727,616	07/06/09	12/22/09
MOTIONWEAR	USA	77/056,421	3,485,568	12/04/06	08/12/08
MOTIONWEAR GYMNASTICS	USA	78/176,061	3,375,890	10/18/02	01/29/08
DANCE SOLE	USA	77/101,369	3,497,349	12/21/07	09/02/08
MW EU	EU		8,206,427	04/08/09	10/23/09
MAJOR MOTION DANCEWEAR	USA	75/001,770	1,999,937	10/05/95	09/10/96
MI	USA	78/221,092	2,984,919	03/03/03	08/16/05
mx Motion	USA	78/423,985	2,970,496	03/24/04	07/19/05
i Motion Wear	USA	77/290,986	3,533,202	09/27/07	09/18/08
Motion Wear	EU		270,595	11/09/97	07/06/00
i Moiton Wear	EU		4,141,503	11/24/04	08/16/07