

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDSRCO, Inc.		12/03/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	RDLX Co		
Street Address:	121 W. 36th Street, Suite 411		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1684402	CAPE CLASSIC	
Registration Number:	2548132	G	
Registration Number:	2640229	G SOMETHING UNEXPECTED	
Registration Number:	3045751	GIVE THE UNEXPECTED	
Registration Number:	2529306	GOODY'S	
Registration Number:	1606015	GOODY'S FAMILY CLOTHING	
Registration Number:	2379498	GORDMANS	
Registration Number:	5442645	GREWARDS	
Registration Number:	1475067	HANNAH	
Registration Number:	2657455	IVY CREW	
Registration Number:	2561162	MOUNTAIN LAKE	
Registration Number:	2785222	PALAIS ROYAL	
Registration Number:	1492322	PEEBLES	
Registration Number:	1769352	PRIVATE EXPRESSIONS	
Registration Number:	2821443	REBECCA MALONE	
Registration Number:	2072046	SIGNATURE STUDIO	
Registration Number:	3280578	SIGNATURE STUDIO	
Registration Number:	4838271	SIGNATURE STUDIO	
Registration Number:	2721561	SOMETHING UNEXPECTED	

OP \$665.00 1684402

Property Type	Number	Word Mark
Registration Number:	5362648	SPOT ON VALUE
Registration Number:	5335731	STYLE CIRCLE
Registration Number:	4860808	STYLE CIRCLE REWARDS
Registration Number:	4177006	VALERIE STEVENS
Registration Number:	4838287	VALERIE STEVENS
Registration Number:	4062356	WISHFUL PARK
Registration Number:	2515145	Y.E.S. YOUR EVERYDAY SAVINGS

CORRESPONDENCE DATA

Fax Number: 7039882903

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: 7037879400

Email: trademark@wcc-ip.us

Correspondent Name: Robert N. Cook

Address Line 1: 11491 Sunset Hills Road, Suite 340

Address Line 4: Reston, VIRGINIA 20191

NAME OF SUBMITTER:	Robert N. Cook
SIGNATURE:	/Robert N. Cook/
DATE SIGNED:	12/09/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 3, 2021, is made by BDSRCO, Inc., a Florida corporation, with offices located at 1806 38th Avenue E, Bradenton, Florida 34208 (the “**Seller**”), and RDLX Co, a Delaware corporation, having an address at 121 West 36th Street, Suite 411, New York, New York 10018 (the “**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between the Seller and Beall’s, Inc., on the one hand, and Buyer, on the other hand, dated as of December 3, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or

perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[Signatures on following page]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

BDSRCO, Inc.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: President

ACCEPTED:

RDLX CO

By: _____
Kamal Ramani
Chief Financial Officer

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

BDSRCO, Inc.

By: _____
Name: _____
Title: _____

ACCEPTED:

RDLX CO

By: 
Kamal Ramani
Chief Financial Officer

SCHEDULE 1 – TRADEMARKS

Registration Number	Trademark Name	Federal Filing Date	Registration Date
2379498	Gordmans (Service Mark)	9/27/1999	8/22/2000
2785222	Palais Royal (Service Mark)	7/6/1999	11/25/2003
2529306	Goody's (Service Mark)	5/17/2000	1/15/2002
1606015	Goody's Family Clothing (Service Mark)	12/5/1988	7/10/1990
1492322	Peebles (Service Mark)	4/27/1987	6/14/1988

1475067	Hannah (Women's Clothing)	5/14/1987	2/2/1988
1684402	Cape Classic (Jewelry)	6/20/1991	4/28/1992
1769352	Private Expressions (Women's Lingerie)	6/27/1990	5/4/1993
2072046	Signature Studio (Jewelry)	5/17/1993	6/17/1997
2515145****	Y.E.S. Your Everyday Savings (Service Mark)	2/27/2001	12/4/2001
2548132	G (Service Mark)	12/21/1999	3/12/2002
2561162	Mountain Lake (Clothing)	4/18/2000	4/16/2002
2640229	G Something Unexpected (Service Mark)	12/6/1999	10/22/2002
2657455	Ivy Crew (Men's Clothing)	4/21/1994	12/10/2002
2721561	Something Unexpected (Service Mark)	8/5/2002	6/3/2003
2821443	Rebecca Malone (Women's Clothing)	12/28/1999	3/9/2004
3045751	Give the Unexpected (Service Mark)	11/22/2004	1/17/2006
3280578	Signature Studio (Clothing)	4/13/2005	8/14/2007
4062356***	Wishful Park (Jewelry)	10/19/2010	11/29/2011
4177006	Valerie Stevens (Women's Clothing)	7/19/2001	7/17/2012
4838271*	Signature Studio (Handbags)	12/12/2014	10/20/2015
4838287*	Valerie Stevens (Handbags)	12/18/2014	10/20/2015
4860808**	Style Circle Rewards (Service Mark)	9/22/2014	11/24/2015
5335731	Style Circle (Service Mark)	9/22/2014	11/14/2017
5362648	Spot on Value (Service Mark)	11/1/2016	12/26/2017
5442645	gRewards (Service Mark)	8/4/2017	4/10/2018

* Declaration of intent to use due 4/20/2022; not subject to further extension.

** Declaration of intent to use due 5/24/2022; not subject to further extension.

*** Declaration of intent to use due 5/29/2022; not subject to further extension.

**** Declaration of intent to use due 6/4/2022; not subject to further extension