

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoEdition, Inc.		12/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	City Chic Collective USA Incorporated		
Street Address:	45 N Broad St Ste 201		
City:	Ridgewood		
State/Country:	NEW JERSEY		
Postal Code:	07450		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5587956	COEDITION	
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:	2146515304		
Email:	mike.mcarthur@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP c/o Mike McArthur		
Address Line 1:	2323 Victory Ave; Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	0058528.00075		
NAME OF SUBMITTER:	Mike McArthur		
SIGNATURE:	/Mike McArthur/		
DATE SIGNED:	01/17/2022		
Total Attachments: 6			
source=Trademark Assignment Agreement CoEdition, Inc. and City Chic Collective USA Incorporated#page1.tif			
source=Trademark Assignment Agreement CoEdition, Inc. and City Chic Collective USA Incorporated#page2.tif			
source=Trademark Assignment Agreement CoEdition, Inc. and City Chic Collective USA Incorporated#page3.tif			
source=Trademark Assignment Agreement CoEdition, Inc. and City Chic Collective USA Incorporated#page4.tif			
source=Trademark Assignment Agreement CoEdition, Inc. and City Chic Collective USA Incorporated#page5.tif			

OP \$40.00 5587956

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is executed and delivered as of December 28, 2021, by and between Coedition, Inc. ("Seller"), to City Chic Collective USA Incorporated, a Delaware corporation ("Buyer"), pursuant to the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, on the terms and subject to the conditions of the Asset Purchase Agreement, dated as December 28, 2021, by and between Buyer and Seller (as modified, amended, or supplemented, the "Asset Purchase Agreement"), Seller agreed to, on the Closing Date, sell, convey, transfer, assign, and deliver to Buyer the Acquired Assets free and clear of all Encumbrances;

WHEREAS, Seller is the owner of each of the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, (the "Trademarks");

WHEREAS, a Seller is the owner of each of the registered copyrights set forth on Schedule B hereto (the "Copyrights" and together with the Trademarks, collectively, the "Purchased Intellectual Property");

WHEREAS, Seller is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule C hereto and the domain name registrations therefor (the "Domain Names"); and

WHEREAS, Seller is the registrant of record and owner of each of the social media accounts (including any and all goodwill symbolized thereby) set forth on Schedule D hereto (the "Social Media Accounts");

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

2. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, each Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer's successors and assigns,

i) all right, title and interest of such Seller in and to the Purchased Intellectual Property, the Domain Names and Social Media Accounts, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights");

ii) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;

iii) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and

iv) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Buyer, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Seller had this Agreement not been made.

3. Further Assurances. Seller shall, at the cost and expense of Buyer, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Buyer in and to the Purchased Intellectual Property, Domain Names, and Social Media Accounts and shall not enter into any agreement in conflict with this Agreement.

4. Binding on Successors; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors in interest and permitted assigns of such parties. This Agreement is not intended to confer any rights or remedies upon any person or entity other than the parties hereto.


5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

BUYER:

CITY CHIC COLLECTIVE USA
INCORPORATED

By:  _____

Name:

Title:

SELLER:

COEDITION, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

BUYER:

CITY CHIC COLLECTIVE USA
INCORPORATED

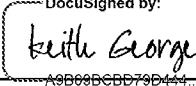
By: _____

Name:

Title:

SELLER:

COEDITION, INC.

By:  _____

Name: Keith George

Title: CEO