

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goat Fashion Limited		11/29/2021	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1661, Inc.		
<b>Street Address:</b>	3433 W. Exposition Place		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90018		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3506834	GOAT	
<b>Registration Number:</b>	4103419	GOAT	
<b>Registration Number:</b>	5066855	KID BY GOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	065376-0004		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	02/03/2022		
<b>Total Attachments: 3</b>			
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source=Trademark Assignment Agreement (Goat Fashion - 1661)#page2.tif			

OP \$90.00 3506834



## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Trademark Assignment") is made as of November 29, 2021, by and between **Goat Fashion Limited**, a corporation organized and existing under the laws of the United Kingdom, as assignor ("Assignor"), and **1661, Inc.**, a Delaware corporation, as assignee ("Assignee" and together with Assignor, the "Parties").

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

(a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with all common law rights in such Assigned Trademarks and the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in other applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. 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, email, 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.

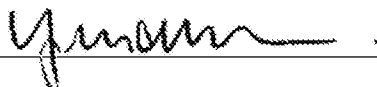
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the state of California or any other jurisdiction).

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**GOAT FASHION LIMITED**

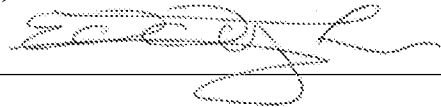
By: 

Name: Yunah Lee

Title: Director

**ASSIGNEE:**

**1661, INC.**

By: 

Name: Eddy Lu

Title: CEO

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Class/ Goods/Services</b>	<b>Reg. #</b>	<b>Reg. Date</b>
GOAT	United States of America	Class 25: Clothing, namely, shirts, pants; knitwear, namely, knit shirts; ladies' clothing, namely, dress suits; coats, frocks, skirts, dresses, jackets, clothing jerseys, sweaters, trousers, clothing tops, and fashion clothing, namely evening gowns	3506834	30 Sep 2008
GOAT	United States of America	Class 35: Catalog ordering service featuring clothing and clothing accessories; online retail store services featuring clothing and clothing accessories; information services relating to all of the above services	4103419	28 Feb 2012
KID BY GOAT	United States of America	Class 25: Children's clothing and knitwear, namely, children's coats, frocks, skirts, dresses, jackets, jerseys, sweaters, trousers, shorts, scarves, and tops, all being woven or knitted	5066855	25 Oct 2016