

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM720577

<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>
FASHION AVENUE SWEATER KNITS, LLC		04/11/2022	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MAJOR LABEL GROUP LLC		
<b>Street Address:</b>	550 Seventh Avenue, 2nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5730956	99 JANE STREET	
<b>Registration Number:</b>	4318707	FOREVER AND EVER	
<b>Registration Number:</b>	3109386	HOOKED UP BY IOT	
<b>Registration Number:</b>	2843636	POUT	
<b>Registration Number:</b>	1756986	IT'S OUR TIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126843999		
<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>	2126843900		
<b>Email:</b>	tsegalman@grr.com		
<b>Correspondent Name:</b>	Teresa Segalman		
<b>Address Line 1:</b>	c/o Gottlieb, Rackman & Reisman, P.C.		
<b>Address Line 2:</b>	270 Madison Avenue, 8th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Teresa Segalman		
<b>SIGNATURE:</b>	/teresa segalman/		
<b>DATE SIGNED:</b>	04/12/2022		
<b>Total Attachments: 4</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made effective this 11 day of April, 2022 (the "Effective Date"), by and between FASHION AVENUE SWEATER KNITS, LLC, a New York limited liability company, having an office at 525 Seventh Avenue, 4<sup>th</sup> Floor, New York, New York 10018 (the "Assignor") and MAJOR LABEL GROUP LLC, a New York limited liability company, having an office at 530 Seventh Avenue, 2nd Floor, New York, New York 10018 (the "Assignee"); each a "Party" and together, the "Parties".

### WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to certain trademarks, including registered trademarks, applications therefor and trade names as set forth in Exhibit A hereto (the "Assigned Trademarks");

WHEREAS, Assignee agrees to purchase, and Assignor agrees to assign and transfer, all rights and interests in and to the Assigned Trademarks, including all trademark applications and registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment of Trademarks.** Assignor hereby agrees and affirms that the Assignor has contributed, granted, conveyed, transferred, assigned, and delivered to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee, and all other rights corresponding thereto throughout the respective countries where Assignor hold rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made.
2. **Use of Assigned Trademarks.** Assignor, as of the Effective Date, agrees to cease using the Assigned Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor, make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest in Assignee in any jurisdiction.
4. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended to be, and to do all reasonable acts and things in relation to this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Assigned Trademarks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.
5. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by all Parties.
6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.
8. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9. Authorization. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Assigned Trademarks.

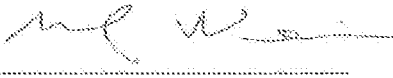
IN WITNESS WHEREOF, the Parties do hereby execute this Agreement as of the Effective Date:

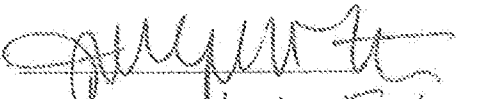
Assignor

Assignee

FASHION AVENUE SWEATER KNITS, LLC

MAJOR LABEL GROUP LLC

By: 

By: 

Name: Mel Weiss

Name: Joseph D. Freke

Title: CEO

Title: CFO

Exhibit A

Names of the Assigned Trademarks/Registrations

Registration no.	Mark	Class
5,730,955	99 JANE STREET	25
4,318,707	FOREVER AND EVER	25
3,109,388	HOOKED UP BY IDT	25
2,843,636	POUT	25
1,756,986	IT'S OUR TIME	25