

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vera Bradley Designs, Inc.		07/29/2022	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	goodMRKT Holdings, LLC		
Street Address:	3196 Riders Trail		
City:	Fort Wayne		
State/Country:	INDIANA		
Postal Code:	46814		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97391245	GOODMRKT	
Registration Number:	6691129	GOODMRKT	
Registration Number:	6693805	GOOD PEOPLE. GREAT PRODUCTS. EXCEPTIONAL	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<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:	317-237-0300		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Stephanie A. Gumm/Claire M. Plante		
Address Line 1:	300 N. Meridian Street, Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Claire M. Plante		
SIGNATURE:	/Claire M. Plante/		
DATE SIGNED:	01/09/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") effective as of July 29, 2022 is made by Vera Bradley Designs, Inc., an Indiana corporation ("Assignor"), in favor of goodMRKT Holdings, LLC, an Indiana limited liability company ("Buyer"), the purchaser of certain assets pursuant to that certain Asset Purchase Agreement dated July 29, 2022 (the "APA") by and between Vera Bradley Sales, LLC and Buyer.

RECITAL

WHEREAS, under the terms of the APA, certain trademarks, among other assets, have been conveyed, transferred, and assigned to Buyer, and Assignor has agreed to execute and deliver this Assignment in keeping with the same.

AGREEMENT


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

- 1. ASSIGNMENT OF TRADEMARKS.** Assignor hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the trademarks set forth on Schedule I, together with the goodwill of the business which is associated therewith and which is symbolized thereby, and all applications, registrations, and renewals in connection therewith, including remedies against and rights to sue for past infringements, and rights to damages and profits due or accrued in or relating to any of the foregoing (the "Trademarks").
- 2. FURTHER ACTIONS.** Following the date hereof, Assignor 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 necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.
- 3. COUNTERPARTS.** This 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 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 Assignment.
- 4. SUCCESSORS AND ASSIGNS.** This 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 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 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 Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any dispute or action arising out of this Assignment shall be adjudicated in the state or federal courts located in Allen County, Indiana.
- 6. ATTORNEY'S FEES.** Should either party file legal action to enforce this Assignment, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees from the non-prevailing party.

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

"ASSIGNOR"

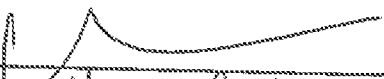
VERA BRADLEY DESIGNS, INC.,
an Indiana corporation


Name: Mark C. Dely
Title: Chief Legal and Administrative Officer

Accepted and Agreed

"BUYER"

goodMRKT Holdings, LLC,
an Indiana limited liability company


Name: HARRY CUNNINGHAM
Title: Managing Partner

Schedule 1

Trademark	Jurisdiction	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
GOODMRKT (Stylized) <i>GoodMRKT</i>	USA	Registered	90 690,836	Apr. 16, 2021	6,691,129	Apr. 5, 2022
GOOD PEOPLE. GREAT PRODUCTS. EXCEPTIONAL CAUSES	USA	Registered	90/754,357	Jun. 4, 2021	6,693,805	Apr. 5, 2022
GOODMRKT	USA	Pending	97/391,245	May 2, 2022		