

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785819

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/17/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clique Brands, Inc.		01/06/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Levin Holdings, LLC
Street Address:	555 Corporate Woods Parkway
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5104525	COLLEGE FASHIONISTA

CORRESPONDENCE DATA

Fax Number: 2027833535
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: 202-626-8305
Email: dmullarkey@polsinelli.com,jolsen@polsinelli.com
Correspondent Name: Daniel P. Mullarkey/Polsinell PC
Address Line 1: 1401 I Street, NW, Suite 800
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Daniel P. Mullarkey
SIGNATURE:	/daniel mullarkey/
DATE SIGNED:	02/09/2023

Total Attachments: 5

source=College Fashionista - Trademark Assignment Agreement#page1.tif
source=College Fashionista - Trademark Assignment Agreement#page2.tif
source=College Fashionista - Trademark Assignment Agreement#page3.tif
source=College Fashionista - Trademark Assignment Agreement#page4.tif
source=College Fashionista - Trademark Assignment Agreement#page5.tif

CH \$40.00 5104525

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of January 6, 2023 (this “**Assignment**”), is made and entered into by and among Clique Brands, Inc., a Delaware corporation (“**Assignor**”), and Levin Holdings, LLC, an Illinois limited liability company (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement by and among the Parties and Amy Levin and Melissa Levin, dated July 17, 2019 (the “**Purchase Agreement**”).

WHEREAS, Assignor previously assigned to Assignee the use of the trademarks and trademark applications set forth in Exhibit A hereto (the “**Marks**”) in connection with the Purchase Agreement pursuant to a trademark assignment agreement dated July 17, 2019; and

WHEREAS, Assignor inadvertently omitted the assignment of the trademark identified as Reg. No. 5104525 (the “**Omitted Mark**”); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Omitted Mark, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor has hereby irrevocably conveyed, transferred assigned, and delivered nunc pro tunc effective as of January 6, 2023, all right, title and interest in and to the July 17, 2019 Omitted Mark unto Assignee, absolutely and forever, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Omitted Mark, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Omitted Mark, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation (at Assignee’s sole expense) as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Omitted Mark from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents (at Assignee’s sole expense) with respect to the Omitted Mark as Assignee shall reasonably request.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Omitted Mark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

4. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to the Omitted Mark, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

6. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to such state's principles of conflicts of law. Any proceeding arising out of or relating to this Agreement shall be brought in the courts of Los Angeles, California or, if it has or can acquire jurisdiction, in the United States District Court for the Central District of California, Western Division.

8. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

9. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any third party, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

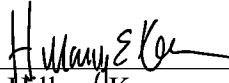
10. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

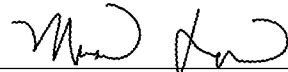
ASSIGNOR:

CLIQUE BRANDS, INC.

By: 
Name: Hillary Kerr
Title: Chief Content Officer

ASSIGNEE:

LEVIN HOLDINGS, LLC.

By: 
Name: Melissa Levin
Title: Member

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

CLIQUE BRANDS, INC.

By: Maria Beckett
Name: MARIA BECKETT
Title: SVP FINANCE, NORTH AMERICA

ASSIGNEE:

LEVIN HOLDINGS, LLC.

By: David Levin
Name: David Levin
Title: DIRECTOR

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A
TRADEMARKS

Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	Register	Class	Status
CollegeDormista	8619 0514	2/11/ 14	4662 295	12/3 0/14	Princi pal	IC 41, 42, 45	Registered. Latest date to file §8 w/o additional fee is December 30, 2020.
Your Campus Is the Runway	8613 3813	12/3/ 13	4631 214	11/4 /14	Princi pal	IC 41, 42, 45	Registered. Latest date to file §8 w/o additional fee is November 4, 2020.
Style On	8613 3798	12/3/ 13	4643 811	11/2 5/14	Princi pal	IC 41, 42, 45	Registered. Latest date to file §8 w/o additional fee is November 25, 2020.
Style Guru	8613 3773	12/3/ 13	4631 213	11/4 /14	Princi pal	IC 41, 42, 45	Registered. Latest date to file §8 w/o additional fee is November 4, 2020.
COLLEGE FASHIONISTA	7775 6109	6/10/ 09	3735 484	1/5/ 10	Suppl ement al	IC 45	Registered. §8 filed November 16, 2015. Current application for Principal Register.