

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intermix Holdco, LLC		03/23/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IMC Global, LLC		
Street Address:	c/o Richard Ormond, 1000 Wilshire Boulevard		
Internal Address:	Suite 1500		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5022781	INTERMIX	
Registration Number:	2125763	INTERMIX	
Registration Number:	4372378	INTERMIX	
Registration Number:	3928543	INTERMIX	
Registration Number:	1935678	INTERMIX	
Registration Number:	5916934	FIFTH & MODE	
Serial Number:	97336255	LUEL STUDIO	
Serial Number:	97661837	FIFTH & MODE	
Serial Number:	97166423	BACKGROUND	
Registration Number:	4468962	INTERMIX	
CORRESPONDENCE DATA			
Fax Number:	2138960400		
<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:	213-891-0700		
Email:	rormond@buchalter.com, jgass@buchalter.com		
Correspondent Name:	Richard Ormond		
Address Line 1:	1000 Wilshire Boulevard		

CH \$265.00 5022781

Address Line 2: Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 11723-0002

NAME OF SUBMITTER: Richard Ormond

SIGNATURE: /Richard Ormond/

DATE SIGNED: 03/23/2023

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARKS
AND THE UNITED STATES REGISTRATIONS AND APPLICATIONS THEREOF**

WHEREAS, Intermix Holdco, LLC, a limited liability company formed under the laws of Delaware, having an address of 1440 Broadway, 5th Floor, New York, New York 10018 ("ASSIGNOR), acquired, adopted and used, and thereby owns all rights, title and interests in and to the marks and registrations listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the "Trademarks"); and

WHEREAS, IMC Global, LLC, a limited liability company formed under the laws of Delaware, having an address of c/o Richard Ormond, 1000 Wilshire Boulevard, Suite 1500 Los Angeles, California 90017 ("ASSIGNEE"), is by way of a "Notification of Proposal to Accept Collateral In Full by Strict Foreclosure," acquiring the entire rights, title and interest in and to the Trademarks, and the goodwill associated with the Trademarks, and ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Trademarks, including without limitation all past, present and future rights to enforce the Trademarks against any third parties for violation of such rights, collect any monies generated therefrom and the attendant goodwill symbolized by the Trademarks, the same to vest in ASSIGNEE immediately.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Trademarks and the goodwill associated therewith and the Registrations relating thereto; (ii) the Trademarks were not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registrations thereof are not the subject of any cancellation proceeding in the United States Patent and Trademark Office; and (iv) it is not aware of any third party who has asserted a claim of any ownership right, title and interest in and to the Trademarks, the Registrations, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (v) it is not a party to any prior agreement or informal commitment or understanding with any other person or legal entity relating to the Trademarks which would be breached or otherwise violated by the foregoing assignment of the Trademarks. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Trademarks in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind

whatsoever required to carry out the intent of this instrument of assignment; (ii) provide whatever information may be required to carry out the intent of this instrument of assignment; and (iii) fully cooperate with ASSIGNEE, as may be reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby ASSIGNEE's ownership of the Trademarks is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

**INTERMIX HOLDCO, LLC,
("ASSIGNOR")**

Date: 3/23/23

By: *Thoi Dang*

Thoi Dang Authorized
Print Name/Title Signatory

SCHEDULE A

MARK	REGISTRATION NO./SERIAL NO.
INTERMIX	Reg. No. 5022781
INTERMIX	Reg. No. 2125763
INTERMIX (Stylized)	Reg. No. 4372378
INTERMIX (Stylized)	Reg. No. 3928543
INTERMIX	Reg. No. 1935678
FIFTH & MODE	Reg. No. 5916934
LUEL STUDIO	Serial No. 97336255
FIFTH & MODE	Serial No. 97661837
BACKGROUNDDE	Serial No. 97166423
INTERMIX	Reg. No. 4468962

SCHEDULE A