

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Danielle DiFerdinando		05/10/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	USPA Accessories, LLC		
Doing Business As:	DBA Concept One Accessories		
Street Address:	389 5th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4267612	DANIELLE NICOLE	
Registration Number:	4389183	DANIELLE NICOLE	
Registration Number:	5215180	DANIELLE NICOLE	
CORRESPONDENCE DATA			
Fax Number:	2125304488		
<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:	2125304400		
Email:	john@bozlaw.com		
Correspondent Name:	John P. Bostany		
Address Line 1:	3 World Financial Center, 24th Floor		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	John P. Bostany		
SIGNATURE:	/JPB/		
DATE SIGNED:	05/16/2023		
Total Attachments: 5			
source=Assignment Signed 5.10.23#page1.tif			
source=Assignment Signed 5.10.23#page2.tif			
source=Assignment Signed 5.10.23#page3.tif			

OP \$90.00 4267612

source=Assignment Signed 5.10.23#page4.tif

source=Assignment Signed 5.10.23#page5.tif

INTELLECTUAL PROPERTY AND TRADEMARK ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY AND TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is executed and effective this May 10, 2023, by and between Danielle DiFerdinando ("Assignor") and USPA Accessories, LLC d/b/a Concept One Accessories (the "Assignee," and, together with the Assignor, each a "Party" and together, the "Parties").

WITNESSETH:

WHEREAS, Assignor holds the right, title and interest in that certain Intellectual Property set forth on Exhibit A annexed hereto and as described on Schedule A of the Merchandise License Agreement dated March 8, 2019 between Assignor and Assignee (hereafter defined) which defines such Intellectual Property as any and all trademarks, word marks and design marks, copyrights, patents and such other indicia, logos, symbols, artwork or other intellectual property owned or controlled by Licensor, in each case relating to the 'Danielle Nicole' brand and any brand extensions or sub-brands relating thereto (including, without limitation, the 'Dani by Danielle Nicole' diffusion brand) (the "Trademarks");

WHEREAS, on February 24, 2023, Arbitrator Marc E. Isserles ("Arbitrator"), issued that certain Interim Award (the "Arbitration Award") in connection with the JAMS arbitration by and between Licensor and Licensee, JAMS Reference 5425000210;

WHEREAS, pursuant to paragraph 3 of the "Conclusion and Relief Award" set forth in the Arbitration Award:

[Assignor] shall, within seven (7) days of this [Arbitration Award] (a) take any and all steps required to effectuate the immediate transfer to [Assignee] of all rights, title and interest in and to the assets covered by the License Agreement, free and clear of all liens, and at no cost to [Licensee]...

WHEREAS, pursuant to the Arbitration Award, Assignee agrees to accept, and Assignor agrees to assign and transfer, all the rights and interests to the assets covered by the License Agreement which are specifically identified on Exhibit A therein (the "Transferred Assets").

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Intellectual Property and Trademarks. Assignor hereby agrees and affirms that Assignor has transferred and assigned to Assignee the Assignor's entire right, title and interest in and all goodwill associated with the Transferred Assets free and clear of all liens and at no cost to Concept One.

2. Assignor hereby agrees that they shall execute any and all documents as necessary and appropriate to effectuate and record the assignment and transfer of the Transferred Assets in and with the United States Trademark Office and, if applicable, any international trademark offices.

3. Upon the execution of this Assignment, Assignor shall provide Assignee with an executed copy of the License Termination Agreement executed herewith.

4. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Parties.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. 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.

7. Jurisdiction. The Arbitrator shall have continuing jurisdiction in all matters arising out of or relating to this Assignment.

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 Trademark, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

ASSIGNOR:

By: 
Name: Danielle DiFerdinando
Title:

ASSIGNEE:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

ASSIGNOR:

By: _____
Name: Danielle DiFerdinando
Title:

ASSIGNEE:

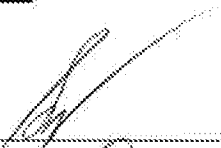
By:  _____
Name: Sam Hoff
Title: President + CEO

EXHIBIT A
TRADEMARKS

- (a) the trademark “Danielle Nicole,” registered with the United States Patent and Trademark Office as registration No. 4,267,612 in International Class No. 18;
- (b) the trademark “Danielle Nicole,” registered with the United States Patent and Trademark Office as registration No. 5,215,180 in International Class No. 14; and,
- (c) the trademark “Danielle Nicole,” registered with the United States Patent and Trademark Office as registration No. 4,389,183 in International Class No. 009 and 018.
- (d) exclusive control of the accounts maintained at TikTok (@dnhandbags), Twitter (dnhandbags), and Facebook (daniellenicolebags), including username and password information.
- (e) digital copies of all Danielle Nicole handbag-related photos and images previously posted to the Instagram account dnhandbags.