

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D Masin Consulting LLC		02/08/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RLOOM DESIGN CORP		
Street Address:	1800 Essex St, Suite 200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4285643	B. FRIENDS	
Registration Number:	3877928	CLOSET FULL	
Registration Number:	3937321	ENERGE	
Registration Number:	4448596	ENVY US	
Registration Number:	6852821	FARMERS MARKET	
Registration Number:	6852822	FARMERS MARKET BY ONEWORLD	
Registration Number:	4411797	FRENCH BAZAAR	
Registration Number:	3937322	LIVE AND LET LIVE	
Registration Number:	3937320	ONEWORLD	
Registration Number:	3938106	ONEWORLD BEACH	
Registration Number:	4552581	QUEENSFIELD	
Registration Number:	3931174	SLEEP AND LET SLEEP	
Registration Number:	4011280	UNITY	
Registration Number:	2303585	UNITY WORLDWEAR	
Registration Number:	4791265	WORLD UNITY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: Lori Harrison
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	80743-001
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NAME OF SUBMITTER:	Lori Harrison
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SIGNATURE:	/Lori Harrison/
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DATE SIGNED:	06/27/2023
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Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”) is made, executed and entered into effective as of February 8, 2023 (the “Execution Date”), by and between D Masin Consulting, LLC, a California limited liability company (“Assignor”), acting solely as the assignee of Rloom, LLC, a Delaware limited liability company (the “Company”), pursuant to a General Assignment for Benefit of Creditors dated February 8, 2023 (the “ABC”), executed and entered into by Assignor, as the assignee, and the Company, as the assignor, and Rloom Design Corp (a.k.a. Newstyle Fashion Inc), a California corporation (“Assignee”, and with Seller, each, individually, a “Party”, and both, collectively, the “Parties”)

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (together with the exhibits and schedules thereto, the “Purchase Agreement”), pursuant to which Assignee is acquiring the Acquired Assets; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, the Intellectual Property, and has agreed to execute and deliver this Trademark Assignment Agreement.

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

1.01. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

1.02. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the Intellectual Property (including without limitation the trademarks and service marks, applications to register and registrations of the foregoing as set forth on Exhibit A) together with (i) the goodwill associated therewith and symbolized thereby; (ii) the business or portion of the business to which the Intellectual Property pertains pursuant to the terms of the Purchase Agreement; and (iii) all claims and causes of action with respect any past, present and future infringement of any Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its respective entire right, title and interest therein, and except as expressly set forth in the Purchase Agreement, this assignment is “AS IS”, “WHERE IS”, and “WITH ALL FAULTS”, without any implied warranty or representation.

1.03. Filing and Recordation. The parties hereto agree that Assignee may file and record this Trademark Assignment Agreement, or the equivalent of this Trademark Assignment Agreement, with the appropriate Governmental Entity as necessary to record Assignee as the assignee and owner of the applications to register and registrations of the trademarks and service marks set forth on Exhibit A. Assignor and Assignee authorize and request that the United States

Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the registered trademarks set forth on Exhibit A and the assignee and owner of any pending applications set forth on Exhibit A and any trademark registrations that may issue therefrom.

1.04. Successors. This Trademark Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

1.05. Governing Law. This Trademark Assignment Agreement and all disputes or controversies arising out of or relating to this Trademark Assignment Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of California.

1.06. Counterparts. This Trademark Assignment Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

D Masin Consulting LLC,
a California limited liability company

By: 
Daphne Masin

Its: Duly Authorized Manager

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

Rloom Design Corp

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

By: _____

Name: Yao Fu

Title: President


[Signature Page to Trademark Assignment Agreement]


TRADEMARK
REEL: 008111 FRAME: 0167

EXHIBIT A

See attached.

Exhibit A

TRADEMARK	FILING DATE/ REGISTRATION DATE	REGISTRATION NO./ APPLICATION NO.
B. FRIENDS	June 6, 2012 February 5, 2013	4,285,643 85/645,212
CLOSET FULL	September 23, 2009 November 16, 2010	3,877,928 77/833,410
ENERGE	July 16, 2010 March 29, 2011	3,937,321 85/086,948
ENVY US	June 19, 2012 December 10, 2013	4,448,596 85/656,188
FARMERS MARKET	July 30, 2019 September 20, 2022	6,852,821 88/550,087
FARMERS MARKET BY ONEWORLD	July 30, 2019 September 20, 2022	6,852,822 88/550,187
FRENCH BAZAAR	April 21, 2012 October 1, 2013	4,411,797 85/604,558
LIVE AND LET LIVE	July 16, 2010 March 29, 2011	3,937,322 85/086,950
ONEWORLD	July 16, 2010 March 29, 2011	3,937,320 85/086,834
ONEWORLD BEACH	September 14, 2010 March 29, 2011	3,938,106 85/129,031
QUEENSFIELD and Design 	December 13, 2012 June 17, 2014	4,552,581 85/802,475
SLEEP AND LET SLEEP	September 14, 2010 March 15, 2011	3,931,174 85/129,033
UNITY	July 16, 2010 August 16, 2011	4,011,280 85/086,972

TRADEMARK	FILING DATE/ REGISTRATION DATE	REGISTRATION NO./ APPLICATION NO.
UNITY WORLDWEAR and Design 	April 7, 1998 December 28, 1999	2,303,585 75/463,993
WORLD UNITY	October 29, 2013 August 11, 2015	4,791,265 86/103,839