

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fashion Institute of Design & Merchandising		07/20/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Arizona Board of Regents on behalf of Arizona State University		
Street Address:	300 East University Drive, Suite 320		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85281-2061		
Entity Type:	body corporate: ARIZONA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4464824	FIDM MUSEUM FASHION COUNCIL	
Registration Number:	4464823	FIDM MUSEUM FASHION COUNCIL	
Registration Number:	4387360	FIDM MODE	
Registration Number:	2974891	PROMADVICE.COM	
Registration Number:	2741206	L.A. FASHION GALA	
Registration Number:	2770893	FIDM FASHION CLUB	
Registration Number:	2731487	FASHION CLUB	
Registration Number:	1891307	FIDM	
Registration Number:	1851735	FASHION INSTITUTE OF DESIGN & MERCHANDIS	
Registration Number:	3936638	FIDM SUPERLAB	
CORRESPONDENCE DATA			
Fax Number:	4802456231		
<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:	4802456233		
Email:	glenn.bacal@bacalgroup.com		
Correspondent Name:	Glenn S. Bacal / Bacal Law Group		
Address Line 1:	6991 East Camelback Road, Suite D-102		
Address Line 4:	Scottsdale, ARIZONA 85251		

OP \$265.00 4464824

NAME OF SUBMITTER:	Glenn S. Bacal
SIGNATURE:	/Glenn S. Bacal/
DATE SIGNED:	07/27/2023
Total Attachments: 5 source=Trademark Assignment Agreement 7.20.23#page1.tif source=Trademark Assignment Agreement 7.20.23#page2.tif source=Trademark Assignment Agreement 7.20.23#page3.tif source=Trademark Assignment Agreement 7.20.23#page4.tif source=Trademark Assignment Agreement 7.20.23#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of July 20, 2023, is made by **FASHION INSTITUTE OF DESIGN & MERCHANDISING**, a California corporation (“**FIDM**”), in favor of **ARIZONA BOARD OF REGENTS**, a body corporate, on behalf of Arizona State University (“**ASU**”), the assignee of certain assets of FIDM pursuant to that certain Intellectual Property Assignment and License Agreement, between FIDM and ASU, effective as of July 10, 2023 (the “**IP Assignment and License Agreement**”).

WHEREAS, under the terms of the IP Assignment and License Agreement, FIDM has conveyed, transferred, and assigned to ASU certain intellectual property of FIDM, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and in the IP Assignment and License Agreement, FIDM and ASU intend to be legally bound hereby and agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FIDM hereby irrevocably conveys, transfers, and assigns to ASU, and ASU hereby accepts, all of FIDM’s right, title, and interest in and to the following:

(a) the trademark registrations set forth on **Schedule I** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of FIDM accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. FIDM hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by ASU.

3. Terms of the IP Assignment and License Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP

Assignment and License Agreement, to which reference is made for a further statement of the rights and obligations of FIDM and ASU with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the IP Assignment and License Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Assignment and License Agreement and the terms hereof, the terms of the IP Assignment and License Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[Signature Pages Follow]

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

Fashion Institute of Design & Merchandising,
a California corporation

By: *Tonian Hohberg*
Name: Tonian Hohberg
Title: President and Chief Executive Officer
Address for Notices: 919 S. Grand Ave., Los Angeles, California 90015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 06 day of July, 2023 before me, Ashley Jenny Walker, Notary Public, personally appeared Tonian Hohberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Ashley Jenny Walker* (Seal)

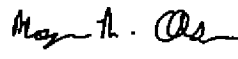


[Signature Pages Continue]

Signature Page to Trademark Assignment Agreement

AGREED TO AND ACCEPTED:

ARIZONA BOARD OF REGENTS, a body
corporate, for and on behalf of Arizona State
University

By: 
Name: Morgan R. Olsen
Title: Executive Vice President, Treasurer and
Chief Financial Officer

Address for Notices: 300 East University Drive,
Suite 320, Tempe, AZ 85281-2061

Signature Page to Trademark Assignment Agreement

4855-3474-6221

TRADEMARK
REEL: 008148 FRAME: 0627

**SCHEDULE I
ASSIGNED TRADEMARKS**

Country	Mark	Status	App. Number	App. Date	Reg. Number	Reg. Date	Class(es)
United States	FIDM MUSEUM FASHION COUNCIL	Registered	85/778,058	11/13/2012	4,464,824	01/14/2014	41
United States	FIDM MUSEUM FASHION COUNCIL	Registered	85/778,037	11/13/2012	4,464,823	01/14/2014	36
United States	FIDM MODE	Registered	85/802,442	12/13/2012	4,387,360	08/20/2013	16
United States	PROMADVICE.COM	Registered	78/384,727	03/15/2004	2,974,891	07/19/2005	44, 45
United States	L.A. FASHION GALA	Registered	76/374,595	02/22/2002	2,741,206	07/29/2003	41
United States	FIDM FASHION CLUB	Registered	76/374,594	02/22/2002	2,770,893	10/07/2003	41
United States	FASHION CLUB	Registered	76/374,593	02/22/2002	2,731,487	07/01/2003	41
United States	FIDM	Registered	74/388,376	05/07/1993	1,891,307	04/25/1995	35, 41
United States	FASHION INSTITUTE OF DESIGN & MERCHANDISING	Registered	74/388,377	05/07/1993	1,851,735	08/30/1994	41
United States	FIDM SUPERLAB	Registered	77/963,971	03/19/2010	3,936,638	03/29/2011	41
India	FIDM	Registered	4577149	07/20/2020	4577149	07/20/2020	41
India	FIDM	Registered	4577150	07/20/2020	4577150	07/20/2020	45
India	FIDM	Registered	4577151	07/20/2020	4577151	07/20/2020	41

Schedule I - 1

4855-3474-6221

RECORDED: 07/28/2023

**TRADEMARK
REEL: 008148 FRAME: 0628**