

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Refinery 29 Inc.		07/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Refinery 29 Acquisition Inc.		
Street Address:	49 S. 2nd Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11249		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5394999	29ROOMS	
Registration Number:	4520247	R29	
Registration Number:	4782417	R29	
Registration Number:	4520246	REFINERY29	
Registration Number:	5485802	SHATTERBOX	
Registration Number:	5213364	STYLE OUT THERE	
Registration Number:	6301886	UNBOTHERED	
Registration Number:	6772950	MONEY DIARIES	
CORRESPONDENCE DATA			
Fax Number:	3105518741		
<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:	310-551-8755		
Email:	arobertsonbora@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	2029 Century Park East, Suite 4000		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	30963-00165		
NAME OF SUBMITTER:	Mandy Robertson-Bora		

CH \$215.00 5394999

SIGNATURE:	/mandy robertson-bora/
DATE SIGNED:	08/08/2023
Total Attachments: 14	
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of July 31, 2023 (the “Effective Date”) by and between Refinery 29 Inc., a Delaware company (“Assignor”) and Refinery 29 Acquisition Inc., a Delaware company, with an address at 49 S. 2nd Street, Brooklyn, NY 11249 (“Assignee”). Assignor and Assignee are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

A. This Assignment is made and entered into in connection with the closing of the transactions contemplated by that certain Asset and Equity Purchase Agreement, dated as of May 19, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by and between Assignor and Assignee.

B. Pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Assignee and/or one or more other Persons designated by Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in and to the trademark registrations and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) and domain name registrations set forth on Attachment A attached hereto (collectively, the “Assigned IP”); and

C. Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

AGREEMENT

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

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

2. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned IP; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing; and (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

3. Proxy Service and Electronic Transfer for Domain Names. Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names

included in the Assigned IP on Assignor's behalf to authorize or request, the applicable registration authority to transfer such domain names from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to reasonably cooperate with Assignee to initiate and complete the transfer process in relation to such domain names electronically from Assignor's account to Assignee's account and servers.

4. Further Assurances. Assignor covenants and agrees that, from time to time, Assignor shall provide any further necessary documentation and do all further acts that are, in each case, reasonably requested in writing by Assignee and necessary to transfer and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable governmental authority to record and register this Assignment upon request by Assignee, at the sole cost and expense of Assignee.

5. Terms of the Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail to the extent of the conflict. The Purchase Agreement shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant, liability or obligation contained in the Purchase Agreement.

6. Entire Agreement. This Assignment and the Purchase Agreement reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. Governing Law; Jurisdiction. Sections 12.04 and 12.05 of the Purchase Agreement are hereby incorporated by reference, *mutatis mutandis*.

9. Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon

the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. No other provision of this Assignment is intended to confer upon any Person other than the Parties any rights, benefits, Proceedings or remedies hereunder. Delivery of a .pdf version of one or more signatures to this Assignment shall be deemed adequate delivery for purposes of this Assignment.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

REFINERY 29 INC.

DocuSigned by:
By: Hozefa Lokhandwala
AD673557ECE54FE...
Name: Hozefa Lokhandwala
Title: Chief Strategy Officer


(Signature Page to Assignment)

TRADEMARK
REEL: 008159 FRAME: 0521

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE

REFINERY 29 ACQUISITION INC.

By: 

Name: Brad Bailey
Title: Authorized Signatory and Director

(Signature Page to Assignment)

TRADEMARK
REEL: 008159 FRAME: 0522

Attachment A

TRADEMARKS

Registered Owner	Trademark	Country	Application No	Registration No	Registration Date
Refinery 29 Inc.	MY REFINERY EST/2014 TRULY UNIQUE & Design	Australia	1713124	1713124	Aug 10 2015
Refinery 29 Inc.	REFINERY29	Australia	1687640	1243024	Apr 7 2016
Refinery 29 Inc.	REFINERY29	Brazil	908526644	908526644	Apr 18 2017
Refinery 29 Inc.	REFINERY29	Brazil	908526660	908526660	Apr 18 2017
Refinery 29 Inc.	REFINERY29	Brazil	908526695	908526695	Apr 18 2017
Refinery 29 Inc.	REFINERY29	Brazil	908526709	908526709	Apr 18 2017
Refinery 29 Inc.	REFINERY29	Brazil	908526717	908526717	Apr 18 2017
Refinery 29 Inc.	29ROOMS	Canada	1933677	TMA1124698	Apr 1 2022
Refinery 29 Inc.	REFINERY29	Canada	1700419	TMA929217	Feb 17 2016
Refinery 29 Inc.	29ROOMS	China	63893822		
Refinery 29 Inc.	29个房间	China	64807441		
Refinery 29 Inc.	R29 REFINERY 29 & DESIGN	China	39445860	39445860	Apr 7 2020
Refinery 29 Inc.	R29 REFINERY 29 & DESIGN	China	39445861A	39445861A	Apr 28 2020
Refinery 29 Inc.	R29 REFINERY 29 & DESIGN	China	41808307	41808307	Sep 21 2020
Refinery 29 Inc.	R29 REFINERY 29 & DESIGN	China	48182199	48182199	Jun 7 2021
Refinery 29 Inc.	REFINERY29	China	15813045	15813045	Feb 7 2016
Refinery 29 Inc.	REFINERY29	China	15813046	15813046	Apr 28 2016
Refinery 29 Inc.	REFINERY29	EUTM	IR1243024	IR1243024	Nov 12 2014
Refinery 29 Inc.	SHATTERBOX	EUTM	IR1410813	IR1410813	Apr 27 2018
Refinery 29 Inc.	29ROOMS	France	IR1393313	IR1393313	Dec 22 2017
Refinery 29 Inc.	29ROOMS	Germany	IR1393313	IR1393313	Dec 22 2017
Refinery 29 Inc.	REFINERY29	India	IR1243024	IR1243024	Nov 12 2014
Refinery 29 Inc.	REFINERY29	Japan	IR1243024	IR1243024	Jun 2 2017
Refinery 29 Inc.	REFINERY29	Mexico	1957195	1833655	Dec 13 2017
Refinery 29 Inc.	REFINERY29	Mexico	1957196	1833656	Dec 13 2017
Refinery 29 Inc.	REFINERY29	Mexico	1957190	1834095	Dec 13 2017
Refinery 29 Inc.	REFINERY29	Mexico	1957192	1835435	Dec 14 2017
Refinery 29 Inc.	REFINERY29	Mexico	1957197	1843129	Feb 9 2018
Refinery 29 Inc.	REFINERY29	Norway	201504564	IR1243024	Nov 12 2014
Refinery 29 Inc.	REFINERY29	Republic of Korea	IR1243024	IR1243024	Nov 12 2014
Refinery 29 Inc.	REFINERY29	Switzerland	IR1243024	IR1243024	Nov 12 2014
Refinery 29 Inc.	REFINERY29	Turkey	IR1243024	IR1243024	Nov 12 2014
Refinery 29 Inc.	29ROOMS	United Kingdom	IR1393313	IR1393313	Dec 22 2017
Refinery 29 Inc.	REFINERY29	United Kingdom	UK00801243024	UK00801243024	Nov 12 2014

Refinery 29 Inc.	SHATTERBOX	United Kingdom	UK00801410813	UK00801410813	Apr 27 2018
Refinery 29 Inc.	29ROOMS	United States	87501122	5394999	Feb 6 2018
Refinery 29 Inc.	R29	United States	85869349	4520247	Apr 29 2014
Refinery 29 Inc.	R29 & DESIGN	United States	85902428	4782417	Jul 28 2015
Refinery 29 Inc.	REFINERY29	United States	85869346	4520246	Apr 29 2014
Refinery 29 Inc.	SHATTERBOX	United States	87662381	5485802	Jun 5 2018
Refinery 29 Inc.	STYLE OUT THERE	United States	87209101	5213364	Dec 13 2016
Refinery 29 Inc.	UNBOTHERED	United States	88306563	6301886	Mar 23 2021
Refinery 29 Inc.	29ROOMS	WIPO	IR1393313	IR1393313	Dec 22 2017
Refinery 29 Inc.	MONEY DIARIES	WIPO	IR1625211	IR1625211	Jul 10 2021
Refinery 29 Inc.	REFINERY29	WIPO	IR1243024	IR1243024	Nov 12 2014
Refinery 29 Inc.	SHATTERBOX	WIPO	IR1410813	IR1410813	Apr 27 2018
Refinery 29 Inc.	REFINERY29	Australia	1757079	1757079	3/7/2016
Refinery 29 Inc.	TRULY UNIQUE MY REFINERY EST 2015 & DESIGN	Australia	1651927	1651927	10/10/2014
Refinery 29 Inc.	29ROOMS	China	67182963		
Refinery 29 Inc.	R29 REFINERY 29 & DESIGN	China	39445861	39445861	Apr 28 2020
Refinery 29 Inc.	R29 REFINERY 29 & DESIGN	China	48182199A	48182199A	6/7/2021
Refinery 29 Inc.	THE ANTI-DIET PROJECT	Japan - IR		1274402	7/3/2015
Refinery 29 Inc.	29ROOMS	Singapore	40202251735K	40202251735K	1/30/2023
Refinery 29 Inc.	R29 REFINERY 29 & DESIGN	Singapore	40202253006F		
Refinery 29 Inc.	REFINERY29	Singapore	40202252980A		
Refinery 29 Inc.	THE ANTI-DIET PROJECT	Switzerland - IR		1274402	7/3/2015
Refinery 29 Inc.	THE 29TH	United Kingdom	UK00801484551	UK00801484551	1/31/2020
Refinery 29 Inc.	THE ANTI-DIET PROJECT	WIPO		1274402	7/3/2015
Refinery 29 Inc.	MONEY DIARIES	United States	90773175	6772950	6/28/2022

DOMAIN NAMES

Domain Names
29rooms.com
brawlers.com
discover29.net

fashionontology.com
fashionontology.net
fashionontology.org
fashionontology.com
fashionontology.net
fashionontology.org
herbrainondigital.com
hereandnow.com
hereandnowcollective.com
herosocialstudio.com
httpschoolofselfexpression.com
insider29.com
money-diaries.com
r29.ch

r29.com
r29.nl
r29brandbook.com
r29corp.com
r29news.com
r29rocketship.com
r29stat.com
r29static.com
r29static.net
radialstudio.com
radialstudio.net
radialstudio.org
refinery19.com
refinery29.ch

refinery29.net
refinery29.org
refinery39.com
schoolsofselfexpression.com
refinery29.ie
refinery29.nl
refinery29intelligence.com
r29.hk
refinery29.hk
refinery29.jp
myrefinery.com.au
refinery29.be
r29.be
r29.com.mt

refinery29.com.mt
refinery29.com.au
r29.nyc
refinery29.nyc
refinery29.pt
r29.pl
refinery29.it
refinery29.tw
refinery29.es
r29.gr
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r29.ae
refinery29.ph
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r29.ag
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refinery29.com