

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI87295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Modcloth Partners, LLC		03/08/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Bicoastal Alliance, LLC		
<b>Street Address:</b>	105 E 34th St., No 137		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90271621	ERA BY MODCLOTH	
<b>Serial Number:</b>	85635019	MODSTYLISTS	
<b>Serial Number:</b>	77839786	BE THE BUYER	
<b>Serial Number:</b>	77668897	MODCLOTH	
<b>Serial Number:</b>	77707525	M	
<b>Serial Number:</b>	77707645	MODCLOTH	
<b>Serial Number:</b>	86630419	MODCLOTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3109930727		
<b>Email:</b>	sharon@hotchkisslaw.com,mbassiri@nogin.com		
<b>Correspondent Name:</b>	Sharon Hotchkiss		
<b>Address Line 1:</b>	6333 E. Mockingbird Ln. Ste 147- #2275		
<b>Address Line 4:</b>	Dallas, TEXAS 75214		
<b>NAME OF SUBMITTER:</b>	Sharon Hotchkiss		
<b>SIGNATURE:</b>	Sharon Hotchkiss		
<b>DATE SIGNED:</b>	03/20/2024		

OP \$190.00.00 90271621

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Agreement*”), dated as of March 8, 2024 (the “*Effective Date*”), is made and entered into by and between **Modcloth Partners, LLC**, a Delaware limited liability company (“*Assignor*”) and **Bicoastal Alliance, LLC**, a Delaware limited liability company (“*Assignee*”). Capitalized terms used but not defined herein shall have the meanings set forth in the Contribution Agreement (defined below).

**WHEREAS**, Assignor has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “*Trademarks*”);

**WHEREAS**, Native Brands Group, LLC (sole Member of Assignor) and Gabriel M. Zeitouni (collectively “Contributors”), on the one hand, and Assignee, on the other, have entered into that certain Contribution Agreement, dated October 4, 2023 (the “*Contribution Agreement*”);

**WHEREAS**, pursuant to the Contribution Agreement, Assignor, by and through Native Brands Group, LLC, agreed to transfer, convey, assign and deliver to Assignee, among other assets, the Trademarks, and has agreed to execute and deliver this Agreement;

**NOW THEREFORE**, for good and valuable consideration, including the premises and covenants set forth in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Date, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Assignee, as fully and effectually as they would have been held by Assignor had this assignment not taken place.

2. No Assumption of Liabilities. Assignee does not assume, and shall not be obligated or liable for, any liabilities of Assignor or its members, affiliates, predecessors, assignors or transferors, in connection with the Trademarks and the transactions contemplated hereby.

3. Registration. Assignee will be entitled to register and/or record this Agreement at the relevant intellectual property and trademark offices. Assignor shall give Assignee any powers and authorization necessary for this purpose and, at the request of Assignee or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Assignee.

4. Further Action. Assignor and Assignee shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and the Contribution Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Agreement and the Contribution Agreement; provided, that, as

between the parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Trademarks (including, without limitation, with any applicable governmental authorities), and for any and all costs, expenses and fees associated therewith.

5. Contribution Agreement. This Agreement is subject in all respects to the terms and conditions of the Contribution Agreement and does not (a) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Assignee or Assignor; or (b) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignee or Assignor. In the event the terms of this Agreement conflict with the terms of the Contribution Agreement, the terms of the Contribution Agreement shall govern.

6. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures exchanged by facsimile or other electronic means, will be fully binding on the parties, notwithstanding any decisional law to the contrary.

8. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect 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 determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

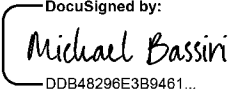
9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the Contribution Agreement.

10. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all of the parties.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.

**MODCLOTH PARTNERS, LLC**

By:  \_\_\_\_\_  
Name: Michael Bassiri  
Title: General Counsel

**SCHEDULE A  
TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Ser. No. Reg. Date</b>	<b>International Class/ Goods or Services</b>
ERA BY MODCLOTH	Modcloth Partners, LLC	90271621; 2020-10-22	IC 025: 1960's and vintage inspired women's clothing, namely, skirts, pants, shorts, t-shirts, shirts, sweaters, dresses, blouses, camisoles, coats, jackets, expressly excluding hats, caps, headwear, sportswear, athletic wear, and leisurewear; footwear.; IC 035: On-line retail store services featuring 1960's and vintage inspired women's apparel, expressly excluding hats, caps, headwear, sportswear, athletic wear, and leisurewear.
MODSTYLISTS	Modcloth Partners, LLC	85635019; 2012-05-24	IC 045: Fashion consulting services; Personal shopping for others.
BE THE BUYER	Modcloth Partners, LLC	77839786; 2009-10-01	IC 035: On-line retail store services featuring women's apparel, accessories, shoes, decor items and gift items.
MODCLOTH	Modcloth Partners, LLC	77668897; 2009-02-12	IC 035: On-line retail store services featuring women's apparel.
M	Modcloth Partners, LLC	77707525; 2009-04-06	IC 035: On-line retail store services featuring women's apparel.
MODCLOTH	Modcloth Partners, LLC	77707645; 2009-04-06	IC 035: On-line retail store services featuring women's apparel.
MODCLOTH	Modcloth Partners, LLC	86630419; 2015-05-14	IC 025: Women's clothing, namely, skirts, pants, shorts, t-shirts, shirts, sweaters, dresses, blouses, camisoles, coats, jackets; footwear.