11-03-1998 **R SHEET** U.S. DEPARTMENT OF COMMERCE USPTO-1594 Patent and Trademark Office 100870066 use attached originals documents or copy thereof: To the Assistant Commissioner for Patents Name and address of receiving party(ies): Name of conveying Party(ies) Bloch Retail, Inc., a Nevada Corporation Kip J. Lytle and Belinda B. Ware Lytle Internal Address: dba LytleWare Enterprises Street Address: 100 West Liberty Street 2824 Arrowhead Drive Zip:89501 State: Nevada City: Reno Rapid City, SD 57702 Individual(s) citizenship Association: Individual(s) Association General Partnership Limited Partnership General Partnership Limited Partnership Corporation-State: Corporation-State of Nevada_ Other: unincorporated business under the laws of South Dakota ☐ Yes ☑ No Addition name(s) of conveying party(ies) attached? If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes Nature of conveyance: (Designations must be a separate document from Assignment) Assignment Change of Name Security Agreement Other Execution Date: October 15, 1998 4. B. Trademark Registration No(s). Application number(s) or registration number(s) A. Trademark Application No(s). 1,908,605 ✓ Yes No. Additional numbers attached? 5. Name and address of party to whom correspondence concerning 6. Total number of applications and registrations involved: 1 document should be mailed: Deborah Bailey-Wells 7. Total fee (37 CFR 3.41).....\$ 40.00 Internal Address: Baker & McKenzie Street Address: 2 Embarcadero Center, #2400 Authorized to be charged to deposit account City: San Francisco State: CA Zip: 94111 8. Deposit account number:

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9.	Statement	and	signature
J.	Statement	auu	signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DEBORAH BAILEY-WELLS Name of Person Signing

Total number of pages comprising cover sheet

Attach duplicate copy of this page if paying by deposit account)

, hereby certify that the above document is being deposited with the United States Postal Service as first class mail in an envelope addressed to BOX ASSIGNMENTS, Commissioner for Trademarks and Patents, Washington, DC 20231 on 10-00 - 98

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is entered into as of October 15, 1998, by and between Kip J. Lytle and Belinda B. Ware Lytle d/b/a LytleWare Enterprises in the State of South Dakota ("Assignor"), and Block Retail, Inc., a Nevada corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of October 15, 1998 (the "Asset Purchase Agreement"), providing for, among other things, the sale by Assignor of the Assets to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks, the Business Names and the Goodwill which form part of the Assets.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Asset Purchase Agreement, the parties hereby agree as follows:

1. <u>Definitions</u>. Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Asset Purchase Agreement.

"Trademarks" shall mean all trademarks, trademark applications, service marks, service mark applications, brand name, the Business Names, trade and other names (either registered, common law or registration applied for), any and all proprietary appearance of any product, packaging or outlet, logos, slogans and similar rights owned by Assignor that are part of the Assets, together with the goodwill pertaining thereto, whether within or outside the United States of America, including but not limited to those listed on Exhibit A hereto.

- 2. <u>Assignment</u>. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the Trademarks and their registration, together with the Business Names and the Goodwill.
- 3. <u>Effect of Assignment</u>. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

1

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- 4. <u>Execution in Counterparts</u>. For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 5. <u>Amendment; Waiver</u>. Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.
- 6. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

LYTLEWARE ENTERPRISES

BLOCH RETAIL, INC.

By: _____ Name: Title:

Belinda B. Ware Lytle

2

- 4. <u>Execution in Counterparts</u>. For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 5. <u>Amendment; Waiver</u>. Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.
- 6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

LYTLEWARE ENTERPRISES	BLOCH RETAIL, INC.
Kip J. Lytle	By: Double feld Mame: Double feld Title: C. So
Belinda B. Ware Lytle	

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EXHIBIT A

Business Names

LytleWare Enterprises
Lytle Ware Enterprises
Lytleware Enterprises

Registered Trademark

LYTLEWARE: Registration No. 1,908,605

Registered in the United States Patent and Trademark Office on August 1, 1995.

Coverage: Knit dancewear and garments, namely, shirts, tights, leotards,

sweaters, leggings, bodysuits, skirts and shorts.

Registered in

Name of: Kip Lytle d/b/a Lytleware Enterprises, 12553-A East Pacific Circle,

Aurora, CO 80014

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TRADEMARK REEL: 1815 FRAME: 0838

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
COUNTY OF Pennington) ss.
On October 15, 1998, before me, the undersigned notary public in and for said county and state, personally appeared KIP J. LYTLE
personally known to me [or] 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 he executed the same in her legal capacity.
WITNESS my hand and official seal. My commission expires on A 1 154 200 3
STATE OF SOUTH DAKOTA) COUNTY OF Penning for) ss.
STATE OF SOUTH DAKOTA) ss. COUNTY OF Penning for) On Octored 15, 1998, before me, the undersigned notary public in and for said county and state, personally appeared BELINDA B. WARE LYTLE
On October 15, 1998, before me, the undersigned notary public in
On

RECORDED: 10/20/1998

4

TRADEMARK REEL: 1815 FRAME: 0839