

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonfaire, Inc.		12/06/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Moda Operandi, Inc.		
Street Address:	315 Hudson Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4346240	BONFAIRE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Lawrence A. Weinstein, Esq.		
Address Line 1:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	24532/6		
NAME OF SUBMITTER:	Lawrence A. Weinstein		
Signature:	/Lawrence A. Weinstein/		
Date:	12/20/2013		

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Total Attachments: 5

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made and delivered as of December 6, 2013 (the "Effective Date") by **BONFAIRE, INC.**, a Delaware corporation (the "Assignor"), for the benefit of **MODA OPERANDI, INC.**, a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, Assignor and the Assignee have entered into a certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"); and

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademark listed in Schedule A (hereinafter called the "Mark"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered and unregistered marks and/or trade names set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to Assignor's domain names set forth on the attached Schedule B hereto (collectively, the "Domain Names"); and

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) all of the Assignor's right, title and interest in and to the Domain Names; (iii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks and/or the Domain Names, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iv) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks and/or the Domain Names, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. Assignor agrees to give Assignee and/or any person designated by Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and the Domain Names, and any terms similar thereto, in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. The Assignor authorizes and requests the applicable registration authority to transfer the Domain Names from the Assignor to the Assignee. The Assignor agrees to cooperate with the Assignee to initiate and complete the transfer process in relation to the Domain Names electronically from the Assignor's account to the Assignee's account and servers within five (5) Business Days (as defined in the Purchase Agreement) after the Effective Date, including, without limitation, providing all applicable authentication, transaction identification, and security codes required to transfer registration of the Domain Names to Assignee.

5. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

7. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Agreement and the terms hereof, the terms of the Agreement shall govern.

8. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

BONFAIRE, INC.

By: 

Name: Keiron McCammon

Title: President and Chief Executive Officer

[Signature page to Trademark and Domain Name Assignment Agreement]

SCHEDULE A

Jurisdiction	Mark	Filing Date	Reg. No. and Reg. Date
United States	BONFAIRE	September 27, 2012	4,346,240 June 4, 2013

SCHEDULE B

BONFAIR.BIZ
BONFAIR.CO
BONFAIR.COM
BONFAIR.INFO
BONFAIR.ME
BONFAIR.MOBI
BONFAIR.NET
BONFAIR.ORG
BONFAIR.US
BONFAIRE.BIZ
BONFAIRE.CO
BONFAIRE.COM
BONFAIRE.INFO
BONFAIRE.ME
BONFAIRE.MOBI
BONFAIRE.NET
BONFAIRE.ORG
BONFAIRE.US
BONFARE.BIZ
BONFARE.CO
BONFARE.COM
BONFARE.INFO
BONFARE.ME
BONFARE.MOBI
BONFARE.NET
BONFARE.ORG
BONFARE.US
BONFAYRE.BIZ
BONFAYRE.CO
BONFAYRE.COM
BONFAYRE.INFO
BONFAYRE.ME
BONFAYRE.MOBI
BONFAYRE.NET
BONFAYRE.ORG
BONFAYRE.US
BONNEFAIRE.BIZ
BONNEFAIRE.CO
BONNEFAIRE.COM
BONNEFAIRE.INFO
BONNEFAIRE.ME
BONNEFAIRE.MOBI
BONNEFAIRE.NET
BONNEFAIRE.ORG
BONNEFAIRE.US

LAVISHWAY.COM
ONEWANTONWAY.BIZ
ONEWANTONWAY.CO
ONEWANTONWAY.COM
ONEWANTONWAY.INFO
ONEWANTONWAY.ME
ONEWANTONWAY.MOBI
ONEWANTONWAY.NET
ONEWANTONWAY.ORG
ONEWANTONWAY.US
PRIMALISTAS.COM
SHIT4BITCHES.COM
SHIT4THEBITCHES.COM
SHITFORBITCHES.COM
SHITFORTHEBITCHES.COM
WANTONWAY.BIZ
WANTONWAY.CO
WANTONWAY.COM
WANTONWAY.INFO
WANTONWAY.ME
WANTONWAY.MOBI
WANTONWAY.NET
WANTONWAY.ORG
WANTONWAY.US