

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South Flower, LLC		03/11/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silver Textile, Inc.		
Street Address:	2101 South Flower Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90007		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3422523	LOVE TO LOVE	
CORRESPONDENCE DATA			
Fax Number:	2137455578		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-747-2221		
Email:	sam@silvertextiles.com		
Correspondent Name:	Sam Tehrani		
Address Line 1:	2101 South Flower Street		
Address Line 4:	Los Angeles, CALIFORNIA 90007		
NAME OF SUBMITTER:	Perry Roshan-Zamir		
SIGNATURE:	/PerryRoshan-Zamir/		
DATE SIGNED:	03/18/2014		
Total Attachments: 3			
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OP \$40.00 3422523

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on this 11th day of March, 2014, (the "Effective Date"), by and between South Flower, LLC (the "Assignor") and Silver Textile, Inc. (the "Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark(s) as described in Exhibit A attached hereto and incorporated by reference herein (the "Trademarks"); and

Whereas, Assignor wishes to assign his rights in the Trademarks to Assignee.

Now, Therefore, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. ASSIGNMENT: Assignor hereby assigns, sells and transfers to Assignee all of Assignor's title and interest in and to the Trademarks, including, but not limited to: (i) all registration rights with respect to the Trademarks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Trademarks, and (iv) all income, royalties or claims relating to the Trademarks due or payable on or after the date of this Assignment.

2. ASSIGNOR'S REPRESENTATIONS: Assignor represents and warrants:

(i) that Assignor is the exclusive owner of the Trademarks,

(ii) that Assignor possesses all rights, title and interest in and to the Trademarks,

(iii) that Assignor has the power to enter into this Assignment,

(iv) that to the best of Assignor's knowledge, as of the Effective Date the Trademarks do not infringe on the rights of any other person or entity,

(v) that to the best of Assignor's knowledge, as of the Effective Date the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim, and

(vi) that Assignor has made a good faith effort to use the Trademarks in a way which would permit registration, and that the Trademarks have not been abandoned by the Assignor.


3. CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

4. **BINDING EFFECT:** The covenants and conditions contained in this Assignment shall be binding on Assignor and Assignee and on those who succeed to the interest of Assignor and Assignee by law, by approved assignment or by transfer

5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:



SAM TEHRANIZ
(Name)

Managing Member of South Flower, LLC
(Position, if applicable)

ASSIGNEE:



SAM TEHRANIZ
(Name)

President Silver Textiles, Inc
(Position, if applicable)

EXHIBIT A

DESCRIPTION OF TRADEMARKS

LOVE TO LOVE

United States Patent and Trademark Office Registration Number 3422523