

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361438

<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>
Ellie Fashion Group, Inc.		09/22/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EFG (assignment for the benefit of creditors), LLC		
<b>Street Address:</b>	1100 La Avenida Street, Building A		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85850611	ELLIE	
<b>Serial Number:</b>	85850604	ELLIE	
<b>Registration Number:</b>	4500574	LE	
<b>Registration Number:</b>	4645761	LE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108266991		
<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>	310.826.7474		
<b>Email:</b>	ilee@raklaw.com		
<b>Correspondent Name:</b>	Irene Y. Lee		
<b>Address Line 1:</b>	12424 Wilshire Blvd., Suite 1200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025		
<b>NAME OF SUBMITTER:</b>	Irene Y. Lee		
<b>SIGNATURE:</b>	/Irene Y. Lee/		
<b>DATE SIGNED:</b>	11/05/2015		
<b>Total Attachments: 5</b>			
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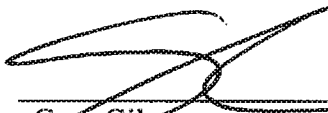
**TRADEMARK ASSIGNMENT AGREEMENT**

WHEREAS, by resolution of the board of directors of Ellie Fashion Group, Inc., a Delaware corporation ("*Ellie*" or "*Assignor*"), and with the consent of the requisite number of shareholders of Ellie, on September 22, 2015, Ellie, in accordance with the assignment for benefit of creditor laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to EFG (assignment for the benefit of creditors), LLC, a California limited liability company ("*Assignee*"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Ellie (the "*General Assignment*");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks and related rights to Assignee.





NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

By   
Name Greg Gilman  
Title Director

EFG (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Ellie Fashion Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mark	Country	App/Reg. No.	Class/Goods and Services	Status
	United States	Application No. 85850611	<u>Class 25</u> : activewear, namely, tops, bottoms, headbands, jackets, and sports bras	Filed: 2/14/13
	United States	Application No. 85850604	<u>Class 35</u> : Online retail services featuring activewear	Filed: 2/14/13
	United States	Registration No. 4500574	<u>Class 25</u> : activewear, namely, tops, bottoms, headbands, jackets, and sports bras	Filed: 2/14/13 Registered: 3/25/14
	United States	Registration No. 4645761	<u>Class 35</u> : Online retail services featuring activewear	Filed: 2/14/13 Registered: 11/25/14

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles)

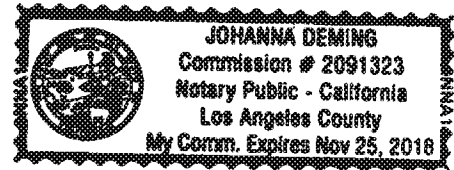
On September 21, 2015 before me, Johanna Deming, Notary Public  
(insert name and title of the officer)

personally appeared Gregory Gilman,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Johanna Deming (Seal)



TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, by resolution of the board of directors of Ellie Fashion Group, Inc., a Delaware corporation ("*Ellie*" or "*Assignor*"), and with the consent of the requisite number of shareholders of Ellie, on September 22, 2015, Ellie, in accordance with the assignment for benefit of creditor laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to EFG (assignment for the benefit of creditors), LLC, a California limited liability company ("*Assignee*"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Ellie (the "*General Assignment*");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EFG (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Ellie Fashion Group, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ California  
County of Santa Clara

On September 21, 2015 before me, Carissa Kozacek  
(insert name and title of the officer)

personally appeared Michael A. Maidu  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carissa Kozacek

(Seal)

