

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marc Loeb		02/01/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fashion Life Inc.		
Street Address:	5700 South First Street		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4736652	INDIGO ROSE	
CORRESPONDENCE DATA			
Fax Number:	6463903540		
<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>			
Phone:	6467901553		
Email:	dsmall@marquartsmall.com		
Correspondent Name:	DOREEN SMALL		
Address Line 1:	110 EAST 25TH STREET		
Address Line 4:	New York, NEW YORK 10010		
NAME OF SUBMITTER:	Doreen Small		
SIGNATURE:	/Doreen Small/		
DATE SIGNED:	02/05/2016		
Total Attachments: 2			
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OP \$40.00 4736652

TRADEMARK ASSIGNMENT

This Agreement is entered into by and between Marc Loeb (“Assignor”) and Fashion Life Inc. (“Assignee”) as of February 1, 2016 (“Effective Date”).

WHEREAS, Assignor is the owner of the actual trademarks and identifying information as set forth below (“Trademarks”); and

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the Trademarks and the good will appurtenant thereto in perpetuity;

NOW, for the agreed upon consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. Trademarks and Identifying Information:

INDIGO ROSE – U.S. REG. NO. 4736652
3. Representations and Warranties. Assignor represents and warrants to Assignee;
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) To the best of Assignor’s knowledge and belief, the Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor’s rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned herein.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties.
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other person, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
7. Agreement to Perform Necessary Acts. Each of Assignor and Assignee agrees to perform any further acts and execute and deliver any document that may be reasonably necessary to carry out the provisions of this Agreement.
8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State and County of New York.

Date: February 1, 2016

MARC LOEB

By: _____
Marc Loeb