

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miche Properties, LLC		04/07/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Magnolia and Vine, Inc.		
Street Address:	11520 K-Tel Drive		
City:	Hopkins		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3528628	MICHE	
Registration Number:	3815504	MICHE	
Registration Number:	3729438	ONE BAG, ENDLESS POSSIBILITIES	
Registration Number:	4335554	MY MICHE	
Registration Number:	4191945	ENDLESS POSSIBILITIES	
Registration Number:	4271579	ENDLESS POSSIBILITIES	
Registration Number:	4467966		
Registration Number:	4475828	MICHE LUXE	
Registration Number:	4760786		
CORRESPONDENCE DATA			
Fax Number:	6123496556		
<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:	6123397461		
Email:	justina.perez@nm-iplaw.com		
Correspondent Name:	Nikolai & Mersereau, PA		
Address Line 1:	900 2nd Ave. South #1550		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	JTN		

CH \$240.00 3528628

NAME OF SUBMITTER:	James T. Nikolai
SIGNATURE:	/James T. Nikolai/
DATE SIGNED:	04/14/2016
Total Attachments: 3 source=Magnolia&VineTMAssign#page1.tif source=Magnolia&VineTMAssign#page2.tif source=Magnolia&VineTMAssign#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made effective this 7th day of April 2016 by Miche Properties, LLC., a Delaware limited liability company with its principal place of business at 9815 S. Monroe Street, STE 204, Sandy, UT 84070 ("Assignor"), in favor of Magnolia and Vine, Inc., a Minnesota corporation with its principal place of business at 11520 K-Tel Drive Hopkins, MN 55343 ("Assignee").

WHEREAS, Assignor has adopted, used and is using all of the trademarks and service marks as applied for and/or registered with the United States Patent and Trademark Office as listed on Schedule A annexed hereto and all common law rights associated therewith (the "Marks"); and

WHEREAS, Assignor desires to assign all the right, title and interest of Assignor in and to the Marks together with the goodwill of the business symbolized by the Marks to Assignee, and Assignee desires to accept such assignment in accordance herewith.

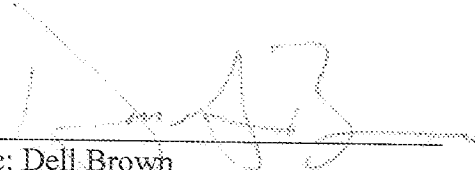
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set unto Assignee all right, title and interest of Assignor in and to the Marks, together with the good will of the business symbolized by the Marks, including but not limited to any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to sue and recover damages for past, present or future infringements or misappropriations thereof.

Assignor and its successors and assign shall execute and deliver to Assignee any reasonably necessary further documents and instruments and shall take any reasonable further actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof at Assignee's expense.

Assignor hereby covenants that it has full right to convey the entire right, title and interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.


Signed at Utah, this 7th day of April, 2016.

MICHE PROPERTIES, LLC
a Delaware limited liability company

By: 
Name: Dell Brown
Title: Chief Executive Officer

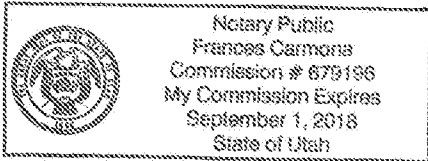
STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 7th day of April, 2016, before me personally appeared the above-named Dell Brown, to me known and known to me to be the Chief Executive Officer of Miche Properties, LLC, and acknowledged that he executed the foregoing instrument on behalf of Miche Properties, LLC and pursuant to authority duly received.



Notary Public

(Seal)



Assignment of Trademarks
Schedule A
Pending or Issued Trademarks

Mark	Int'l Class	Country	Filing Date	App. Number	Reg. Number	Int'l Reg. Number (if applicable)	Reg. Date	Status	8Yr./Use Date	10 Yr./Renewal Date
MICHE	18	US	Aug. 1, 2007	77/244,183	3,528,628		Nov. 4, 2008	Registered	Done	Nov. 4, 2018
MICHE	35	US	Apr. 20, 2009	77/717,615	3,815,504		July 6, 2010	Registered	Done	Jul. 6, 2020
ONE BAG, ENDLESS POSSIBILITIES	18	US	Aug. 13, 2008	77/545,981	3,729,438		12/22/2009	Registered	Done	Dec. 22, 2019
POSSIBILITIES										
MYMICHE	18, 42	US	Jul. 29, 2011	85/384,966	4,335,554		May 14, 2013	Registered	May 14, 2018	5/14/2023
ENDLESS	18	US	Sep. 26, 2011	85/431,843	4,181,945		Aug. 14, 2012	Registered	Aug. 14, 2017	Aug. 14, 2021
POSSIBILITIES										
ENDLESS	35	US	May 15, 2012	85/524,384	4,271,579		Jan. 8, 2013	Registered	Jan. 08, 2018	Jan. 08, 2023
POSSIBILITIES										
MICHE 3D (Classic Bag Design)	18	US	Nov. 16, 2011	85/474,469	4,467,966		Jan. 14, 2014	Registered	Jan. 14, 2019	Jan. 14, 2024
MICHE LUXE	18, 35	US	Aug. 27, 2012	85/713,742	4,475,828		Jan. 28, 2014	Registered	Jan. 28, 2019	Jan. 28, 2024
Clover/Bag Logo	18	US	Jun. 03, 2013	85/949,480	4,780,786		Jun. 23, 2015	Registered	Jun. 23, 2020	Jun. 23, 2025