OP \$65.00 86902321

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM405344

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mad Projects Industries LLC		11/11/2016	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Mystic Apparel LLC	
Street Address:	34 West 33rd Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10001	
Entity Type:	Limited Liability Company: NEW YORK	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86902321	JIM JAMS
Serial Number:	86888003	1 BASICS MADE SIMPLE

CORRESPONDENCE DATA

Fax Number: 2129537201

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.

Phone: 2124159200

Email: ny.trademark@dorsey.com

Correspondent Name: Sarah M. Robertson, Dorsey & Whitney LLP

Address Line 1: 51 West 52nd Street

Address Line 4: New York, NEW YORK 10019-6119

NAME OF SUBMITTER:	Sarah M. Robertson
SIGNATURE:	/smr/
DATE SIGNED:	11/14/2016

Total Attachments: 1

source=TRADEMARK ASSIGNMENT#page1.tif

TRADEMARK REEL: 005920 FRAME: 0255

900384655

TRADEMARK ASSIGNMENT

This Assignment (the "Assignment"), effective as of August 31, 2016 (the "Effective Date"), is entered into by Mad Projects Industries LLC, a limited liability company organized under the laws of the State of New York, located at 19 West 34th Street, 11th Floor, New York New York, 10001, ("Assignor"), and Mystic Apparel LLC, a limited liability company organized under the laws of the State of New York, located at 34 West 33rd Street, New York, New York, 10001 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks JIM JAMS and 1 BASICS, and U.S. Appl. Serial Nos. 86/902,321 and 86/888,003 filed on an intent-to-use basis therefor (the "ITU Marks");

WHEREAS, Assignor is the owner of the unregistered trademark and trade name MAD PROJECTS (the "CL Mark") (the "ITU Marks" and the CL Mark, shall be referred to collectively as the "Marks");

WHEREAS, Assignor has intended to use the ITU Marks in commerce in in the United States and has filed applications for the ITU Marks, indicating that intention, but has not yet filed an allegation of use under §§ 1(c) or 1(d) of the Lanham Act for same;

WHEREAS, Assignor has used the CL Mark in commerce in the United States;

WHEREAS, Assignee is a successor in interest to the portion of the business of the Assignor to which the Marks pertain, and desires to acquire from Assignor the Marks and the assets and goodwill of the business to which the Marks pertain; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, as of the Effective Date, all right, title and interest in and to the Marks, together with the goodwill of the business to which the Marks pertain, and any and all common law rights therein, and the right to take action, claim relief and recover damages in respect of infringement.

MAD PROJECTS INDUSTRIES LLC

. <u>г</u>

Name: Mike Tawil

Title: Managing Member

MYSTIC/APPARELLL

By:

Name: Charles Mizrahi

Title: President

TRADEMARK REEL: 005920 FRAME: 0256

RECORDED: 11/14/2016