

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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ETAS ID: TM440146

<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>
Wanted Shoes, Inc.		08/11/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fashion Footwear IP Holding, LLC		
<b>Street Address:</b>	c/o One Step Up, Ltd. 1412 Broadway, 3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4485396	WANTED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2128897400		
<b>Email:</b>	harlan.lazarus@gmail.com		
<b>Correspondent Name:</b>	Harlan M. Lazarus		
<b>Address Line 1:</b>	240 Madison Avenue 8th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Harlan M. Lazarus		
<b>SIGNATURE:</b>	/Harlan M. Lazarus/		
<b>DATE SIGNED:</b>	08/22/2017		
<b>Total Attachments: 7</b>			
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OP \$40.00 4485396



## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on the 11<sup>th</sup> day of August, 2017, by and between Wanted Shoes, Inc., having an address at 48 Ethel Road, Edison, NJ 08817 ("Assignor"), and Fashion Footwear IP Holding LLC, having an address at care of One Step Up, Ltd., 1412 Broadway, 3<sup>rd</sup> Floor, New York, NY 10016 ("Assignee") (collectively referred to as the "Parties").

**Whereas**, Assignor is the owner of the trademark "WANTED", as more particularly set forth in Exhibit A, annexed hereto, made a part hereof, and incorporated by reference herein (the "WANTED Mark"); and

**Whereas**, Assignor agrees to sell, transfer and assign the WANTED Mark to Assignee;

**Whereas**, Assignee agrees to buy and accept the WANTED Mark from Assignor;

**Now, Therefore**, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. ASSIGNMENT.

Assignor hereby absolutely, unconditionally and irrevocably assigns, sells and transfers to Assignee, free of all royalties for the full term of the trademark, and thereafter, including all extensions or renewals all of Assignor's rights, title and interest, if any, in and to the WANTED Mark, and the good will associated therewith. Such assignment of the WANTED Mark is in perpetuity throughout the world and for whatever purpose. During the term hereof and upon such time as Assignor sells, transfers and/or disposes of any goods bearing the WANTED Mark, Assignee shall have the sole and exclusive right to use, produce, publish, disseminate and dispose of the WANTED Mark.

### 2. ASSIGNOR'S REPRESENTATIONS.

Assignor represents and warrants that it is the sole owner of the WANTED Mark, and other than Assignor, it has all rights, title and interest in and to the WANTED Mark and the power to enter into this Assignment. Assignor further represents and warrants that the rights transferred in this Assignment are free of lien, encumbrance or adverse claim, including without limitation any claim, demand, or cause of action for trademark infringement, infringement, unfair competition or intellectual property misappropriation of any kind.

### 3. CONTINUING OBLIGATIONS.

Assignor agrees to reasonably assist Assignee, upon request, in the perfection of the assignment, including the execution and delivery of any additional documents that are appropriate and necessary for perfection.

#### **4. BINDING EFFECT.**

The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

#### **5. GOVERNING LAW.**

**This Assignment shall be governed by and construed in accordance with the laws of the State of New York.**

#### **6. INTEGRATION.**

This Assignment supersedes all prior representations and agreements, if any, between the parties. This Assignment contains the entire and only understanding between the parties hereto. It may not be altered, amended or extinguished, except by a writing which expressly refers to this Assignment and which is signed subsequent to the execution of this Assignment by the party or parties to any such alteration, amendment or extinguishment, or their successors-in-interest.

#### **7. SEVERABILITY.**

If any term, provision, covenant or condition of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, imparted or invalidated.

#### **8. BINDING EFFECT.**

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee their respective heirs, executors, administrators, assigns, successors in interest, predecessors in interest and anyone claiming by, through or under any one of them.

#### **9. INDEMNIFICATION.**

Assignor agrees to and does hereby indemnify, save and hold Assignee and its successors, assigns, privies, and licensees harmless of and from any and all liability, loss, damage, cost and expense (including legal expenses and attorney fees) arising out of or connected with any breach or alleged breach of this Assignment or any claim which is inconsistent with any of the warranties, representations or agreements made by Assignor in this Assignment, including, without limitation, any claim brought against Assignor, its successor, assigns, privies and licensees for infringement, unfair competition, intellectual property misappropriation or similar claim, and agrees to reimburse Assignee on demand for any payment made or incurred by Assignee with respect to the foregoing. Assignee may take such action as it deems necessary, either in Assignors' name or in its own name, against any person to protect all rights and interests acquired by Assignee hereunder. Assignor shall, at Assignee's request, cooperate fully with Assignee in any controversy that may arise or litigation that may be brought concerning any rights and interests obtained by Assignee hereunder. Assignee shall have the right, in its absolute discretion, to employ attorneys and to institute or defend any action or

proceeding and to take any other proper steps to protect the rights, title and interest of Assignee in and to the WANTED Mark assigned hereunder and every portion thereof. Assignee shall also have the right, in its absolute discretion, to settle, compromise or satisfy any judgment that may be rendered, or resolve or dispose of in any other manner, any claim, matter, action or proceeding.

#### **10. JURISDICTION.**

Assignor and Assignee consent to the sole and exclusive jurisdiction of the Courts of the State of New York, County of New York and the United States District Court for the Southern District of New York in connection with any disputes arising out of or relating to this Assignment and further consent and agree that any notice, process or service, including notice, process or service of or relating to the commencement of an action, suit or proceeding arising out of or relating to this Assignment may be delivered to the party subject thereof by certified mail return receipt requested, or by any nationally or internationally recognized overnight mail courier, including the United States Postal service.

#### **11. MISCELLANEOUS.**

As used in this Assignment, the masculine, feminine or neuter gender, or the singular or plural number, shall be deemed to include the others, whenever the text so indicates. Captions and paragraph headings are inserted solely for convenience and shall not be deemed to restrict or limit the meaning of the text. The language of all parts of this Assignment shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

#### **12. AUTHORITY.**

Each of the signatories to this Assignment warrants that he or she has the authority to sign on behalf of the party to this Assignment and that no other signature is required.

#### **13. TERMS READ AND UNDERSTOOD.**

The Parties to this Assignment hereby certify that they have read all of the terms of the foregoing Assignment, have conferred with counsel pertaining to same, or have had the full opportunity to do so, and fully understand all of the terms hereof, and the Parties hereby acknowledge and represent that they enter into this Assignment of their own free will and not from any representation, commitment, promise, pressure or duress from any other Party

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

**ASSIGNOR:**

**WANTED SHOES, INC.**

By: MWA  
Name: Morris Abraham  
Title: President

**ASSIGNEE:**

**FASHION FOOTWEAR IP HOLDING, LLC**

By: \_\_\_\_\_  
Name: Harry Adjimi  
Title: Managing Member

Assignment of Trademark – WANTED – US REGISTRATION NO.: 4485396 – International Class 3: Cosmetics.

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

**ASSIGNOR:**

**WANTED SHOES, INC.**

By: \_\_\_\_\_  
Name: Morris Abraham  
Title: President

**ASSIGNEE:**  
**FASHION FOOTWEAR IP HOLDING, LLC**

By: \_\_\_\_\_  
Name: Harry Adjmi  
Title: Managing Member

Assignment of Trademark – WANTED – US REGISTRATION NO.: 4485396 – International Class 3: Cosmetics.

**TRADEMARK**  
**REEL: 006141 FRAME: 0065**

# **EXHIBIT A**

Assignment of Trademark – WANTED – US REGISTRATION NO.: 4485396 – International Class 3: Cosmetics.

**TRADEMARK**  
**REEL: 006141 FRAME: 0066**





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# WANTED

<b>Word Mark</b>	WANTED
<b>Goods and Services</b>	IC 003. US 001 004 006 050 051 052. G & S: cosmetics. FIRST USE: 20101000. FIRST USE IN COMMERCE: 20101000
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	77228019
<b>Filing Date</b>	July 12, 2007
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	May 27, 2008
<b>Registration Number</b>	<b>4485396</b>
<b>Registration Date</b>	February 18, 2014
<b>Owner</b>	(REGISTRANT) Wanted Shoes Inc. CORPORATION NEW JERSEY 195 Carter Drive Edison NEW JERSEY 08817
<b>Attorney of Record</b>	Jeffrey Dweck, Esq.
<b>Prior Registrations</b>	2421760
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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