

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ML Fashion, LLC		01/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MLG Retail, LLC		
Street Address:	38 East 29th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5271788	DENIM & SOUL	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	trademarks@nge.com		
Correspondent Name:	Andrew Fraker Neal, Gerber & Eisenberg		
Address Line 1:	Two North LaSalle Street		
Address Line 2:	Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Andrew S. Fraker		
SIGNATURE:	/Andrew S. Fraker/		
DATE SIGNED:	02/14/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made this 1st day of January 2018 (the "Effective Date"), by and between ML Fashion, LLC, a Delaware limited liability company ("Assignor"), and MLG Retail, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all rights and interest in and to the trademark DENIM & SOUL, including but not limited to U.S. Trademark Reg. No. 5271788 (the "Mark");

WHEREAS, Assignor wishes to assign all rights and interest in and to the Mark, and that part of the goodwill of Assignor's business connected with the use of and symbolized by the Mark, to Assignee.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

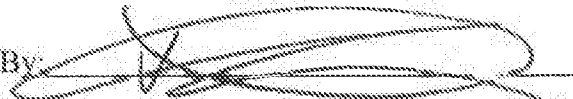
1. The recitals stated above are hereby incorporated herein and shall have binding and interpretive effect.

2. Assignor does hereby assign, convey and transfer to Assignee, its successors, assigns and legal representatives, the full and entire right and interest in and to the following property:

- (i) the Mark;
- (ii) that part of the goodwill of Assignor's business connected with the use of and symbolized by the Mark;
- (iii) all of Assignor's trademark rights in the Mark under the laws of any jurisdiction, including all rights granted under 15 U.S.C. §1051, *et. seq.*, all rights granted under the statutes of any other jurisdiction, and all rights granted under the common laws of any jurisdiction (collectively, the "Trademark Rights");
- (iv) the right to claim the Trademark Rights and to obtain registrations therefor in the sole name of Assignee under the trademark laws of any jurisdiction; and
- (v) all causes of action for, and claims for damages by reason of, any infringement of the Trademark Rights in any jurisdiction, which causes of action and claims arose prior to the date of execution hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed on the date first indicated above.

ML Fashion, LLC

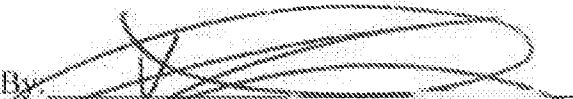
By: 

Name: Marcus Lemonis

Title: Manager

Date: 1-1-18

MLG Retail, LLC

By: 

Name: Marcus Lemonis

Title: Manager

Date: 1-1-18

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