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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM481280

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/09/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ML Fashion, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Threads of Privilege, LLC	
Street Address:	264 West 40th Street, Suite 702	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87767877	PRVLG

CORRESPONDENCE DATA

Fax Number: 6098961469

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: 561-804-4423

Email: IPDocket@foxrothschild.com

Correspondent Name: Fox Rothschild LLP

Address Line 1: 997 Lenox Drive, Building 3

Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

ATTORNEY DOCKET NUMBER:	180401.00100
NAME OF SUBMITTER:	Shannon Vieau
SIGNATURE:	/Shannon Vieau/
DATE SIGNED:	07/10/2018

Total Attachments: 2

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> TRADEMARK REEL: 006376 FRAME: 0892

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated April 6, 2018, is made *nunc pro tunc* as of March 9, 2018 (the "<u>Effective Date</u>"), by and between ML Fashion, LLC, a Delaware limited liability company ("<u>Assignor</u>"), and Threads of Privilege, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor owns all rights and interest in and to the trademark PRVLG, including but not limited to U.S. Trademark Application Ser. No. 87767877 (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:

- The recitals stated above are hereby incorporated herein and shall have binding and interpretive effect.
- 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;
 - 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, Assigner and Assignee have caused this instrument to be executed on the date first indicated above.

MI, FASHION, I.I.C. By:
By:
Name: Stephanie Menkin
Title: President
Date: <u>04/06/2018</u>
THREADS OF PRIVILEGE, LLC
By Jus Shaller Lilley
Name: Lisa Shaller-Goldberg
Title: 1000 Rest Ret LOED
Date:5_24/8:
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RECORDED: 07/10/2018