

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JSA Fashions, Inc.		03/28/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Malco Modes, LLC		
Street Address:	200-C Garrett St.		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22902		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4484615	MALCO MODES	
Registration Number:	4978478	BELLASOUS	
CORRESPONDENCE DATA			
Fax Number:	2317140200		
<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:	231-714-0100		
Email:	john@revisionlegal.com		
Correspondent Name:	John Di Giacomo		
Address Line 1:	444 Cass St.		
Address Line 2:	Suite D		
Address Line 4:	Traverse City, MICHIGAN 49684		
NAME OF SUBMITTER:	John Di Giacomo		
SIGNATURE:	/JAD/		
DATE SIGNED:	03/28/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), dated as of March 28, 2019 (the “**Effective Date**”), is made by JSA Fashions, Inc. (“**Assignor**”), in favor of Malco Modes, LLC (“**Assignee**”).

WHEREAS, Assignor desires to convey, transfer, and assigned to Assignee, among other assets, certain intellectual property of Assignor; and

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein) and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor and Assignor, all of Assignor’s and Assignor’s right, title and interest in and to the following:

a. all common law trademarks, trademark registrations, and trademark applications, including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “**Trademark Assets**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

JSA Fashions, Inc.
a Delaware Corporation

DocuSigned by:
Jason Allevato
By: _____
D6990BB7D2494F6...
Jason S. Allevato, Shareholder

ASSIGNEE:

Malco Modes, LLC
a Virginia Limited Liability Company

DocuSigned by:
Elliott Garber
By: _____
223AD75AA159415...
Elliott Garber, Member

SCHEDULE 1
Trademark Assets

Mark	Agency	Registration Number	Registration Date
MALCO MODES	United States Patent and Trademark Office	4,484,615	February 18, 2014
BELLASOUS	United States Patent and Trademark Office	4,978,478	June 14, 2016