

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591622

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900552355		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holden Outerwear LLC		05/19/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Fashion Box USA Inc.		
Street Address:	16 Farview Rd.		
City:	Tenafly		
State/Country:	NEW JERSEY		
Postal Code:	07670		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85334319	HOLDEN	
Serial Number:	78378687	HOLDEN	
Serial Number:	87350453		
Serial Number:	87350450	UNCONVENTIONAL ADVENTURE	
Serial Number:	85010758	HOLDEN	
CORRESPONDENCE DATA			
Fax Number:	7139369622		
<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:	6086586121		
Email:	p.nebiolo@fashionboxusa.com		
Correspondent Name:	Patrick Nebiolo		
Address Line 1:	16 Farview Road		
Address Line 4:	Tenafly, NEW JERSEY 07670		
NAME OF SUBMITTER:	John Davis		
SIGNATURE:	/John Davis/		
DATE SIGNED:	08/12/2020		

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of May 19, 2020, is made by and between Holden Outwear, LLC, a Michigan limited liability company, ("Assignor"), and Fashion Box USA Inc., a Delaware corporation ("Assignee").

RECITALS:

- A. Assignor is the owner of record of the Trademark applications 78378687, 85010758, 85334319, 87350450, and 87350453.
- B. Assignor and Assignee entered into that certain Asset Purchase Agreement whereby Assignee purchased substantially all of Assignor's assets, upon the terms set forth therein.
- C. In furtherance of the Purchase Agreement, (i) Assignee desires to acquire all of Assignor's entire right, title, and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks, and (ii) Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks, together with whatever goodwill is associated with the Trademarks.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title, and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance, and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at Assignee's expense, upon Assignee's request, execute and deliver any agreement, document, certificate or instrument that Assignee deems reasonably necessary to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives or to effect this Assignment.
4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.
5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Delaware, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.
7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.
8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Holden Outwear, LLC, a Michigan limited liability company

By: Adam Shiffman
Name: Adam Shiffman
Its: Managing Director

ASSIGNMENT ACCEPTED:

ASSIGNEE:

Fashion Box USA Inc.,
a Delaware corporation

By: Patrick Nebiolo
Name: Patrick Nebiolo
Its: Director