

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605179

<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>
Filly Flair, Inc.		10/23/2020	Corporation: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Filly Flair Boutique, LLC		
<b>Street Address:</b>	339 Auburn St		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5545851	FILLY FLAIR	
<b>Serial Number:</b>	90013495	FARMERS TAN	
<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>	617-367-2500		
<b>Email:</b>	achan@davismalm.com, djanis@davismalm.com		
<b>Correspondent Name:</b>	Daniel T. Janis, Esq.		
<b>Address Line 1:</b>	Davis, Malm & D'Agostine, P.C.		
<b>Address Line 2:</b>	One Boston Place, 37th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02108		
<b>NAME OF SUBMITTER:</b>	Daniel T. Janis		
<b>SIGNATURE:</b>	/s/ Daniel T. Janis		
<b>DATE SIGNED:</b>	10/27/2020		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of October 23, 2020 (the "Effective Date") and is made from Filly Flair, Inc., a South Dakota corporation ("Assignor"), to Filly Flair Boutique, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks set forth in Schedule 1 (the "Trademarks") and the goodwill associated with such Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby assigns, transfers, delivers and conveys to Assignee all of its rights, title and interests in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Trademarks, and all records and files relating to said Trademarks. This Trademark Assignment will be governed by the laws of the State of Delaware without regard to application of its conflicts of laws principles that would result in the law of another jurisdiction applying to this Trademark Assignment.

Assignor hereby covenants and agrees to prepare, execute and deliver all instruments, applications, forms and other documents, to provide all testimony and to take all actions and do all lawful things reasonably requested of Assignor by Assignee to carry out and fulfill the purposes and intent of this Trademark Assignment (but no other actions or things for any other purpose, including any litigation relating to any of the Trademark or applications), all without further consideration but at the expense of the Assignee.

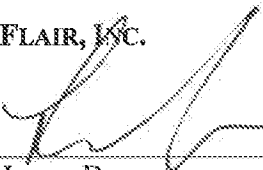
The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, indemnities contained therein and choice of governing law, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and the applicable foreign authorities to record this Trademark Assignment.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed, made and delivered this Trademark Assignment under seal as of the date first set forth above.

FILLY FLAIR, INC.

By:   
Name: Laura Benson  
Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE 1

TRADEMARK ASSIGNMENT

Registered Trademark:

<u>Mark</u>	<u>Type of Mark</u>	<u>Registration #</u>	<u>Jurisdiction</u>	<u>Registration Date</u>
Filly Flair	Trademark	5545851	United States	August 21, 2018

Trademark Application:

<u>Mark</u>	<u>Type of Mark</u>	<u>Application #</u>	<u>Jurisdiction</u>	<u>Issue Date</u>
Farmers Tan	Trademark	90013495	United States	September 24, 2020