

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orva Stores, Inc.		12/21/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ORVADIRECT.COM LLC		
Street Address:	88 Pine Street		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4948044	OUTLANDISH	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Maryann Thompson		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	M. Thompson -66462.0003		
NAME OF SUBMITTER:	Maryann Thompson		
SIGNATURE:	/Maryann Thompson/		
DATE SIGNED:	12/22/2020		
Total Attachments: 3			
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FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), effective as of December 21, 2020 (“Effective Date”), is by and among Orva Stores, Inc., a New York corporation (“Assignor”) and ORVADIRECT.COM LLC, a New York limited liability company (“Assignee”).

WHEREAS, Assignor desires to deliver and transfer to Assignee the trademark registration set forth on Exhibit A hereto (the “Assigned IP”); and

WHEREAS, Assignee desires to acquire the Assigned IP from Assignor.

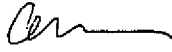
NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Assigned IP, including, without limitation, the right to claim priority from the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. Upon reasonable request by Assignee, Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to Assignee hereunder, in each case, at Assignee’s sole cost and expense. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

As Assignor:

ORVA STORES, INC.


By: 

Name: Abe Shalom

Title: Authorized Person

As Assignee:

ORVADIRECT.COM LLC

By: 

Name: Abe Shalom

Title: President

EXHIBIT A
ASSIGNED IP

Mark Name	Country	Owner	Filed Date	Application Number	Registration Number	Registration Date
OUTLANDISH	United States of America	Orva Stores, Inc. d/b/a Orva Shoes	July 30, 2015	86710103	4948044	April 26, 2016