

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622832

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900580283		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Willi's Wine Accessories		09/23/2020	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Onesie Fashion NewCo LLC		
Street Address:	27 W 16th, 5 E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87690955	WILL'S	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5709557127		
Email:	william.j.barton@gmail.com		
Correspondent Name:	William Barton		
Address Line 1:	205 Laurel Ln		
Address Line 4:	Clarks Summit, PENNSYLVANIA 18411		
NAME OF SUBMITTER:	William Barton		
SIGNATURE:	/William Barton/		
DATE SIGNED:	01/28/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of
____23 September 2020____
(the "Effective Date"), is made by
____Will's Wine Accessories____
("Assignor") located at
____205 Laurel Ln Clarks Summit PENNSYLVANIA 18411____,
And Onesie Fashion NewCo LLC
corporation ("Assignee"), located at
____27 W 16th, 5 E, New York, NY, United States, 10011____.

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor own all of the rights, title and interest in and to the Assigned Trademark with the goodwill of the business connected with the use of, and symbolized by, the Trademark (as defined herein), and, pursuant to the Purchase Agreement, have 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, all of Assignor's right, title and interest in and to the following:
 - a. a trademark registration including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the "Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;
 - 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 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 Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee (as applicable) with respect to the Assigned Trademark. 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 of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. 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.

5. 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.

6. 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 United States and the State of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction).

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

ASSIGNOR: Sellers Name / Signature

By: William Barton

DocuSigned by:
William Barton
B8D9E7364AB04B0...

ASSIGNEE: Buyers Name / Signature

By: Jeremy Bell

DocuSigned by:
Jeremy Bell
27A65C15CA7449A...

Schedule 1

Mark Name	Country	Reg. number	Reg. Date
Will's	United States of America	5,502,667	June 26, 2018