

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lori Goldstein, Ltd.		04/01/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Gold Licensing, LLC		
Street Address:	c/o Xcel Brands, Inc., 1333 Broadway		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4952297	ANYTHING GOES WITH EVERYTHING	
Registration Number:	3941883	INSTANT CHIC	
Registration Number:	4811198	LOGO BY LORI GOLDSTEIN	
Registration Number:	5464909	LOGO BY LORI GOLDSTEIN	
Registration Number:	4519203	LOGO LAYERS	
Registration Number:	4947013	LOGO LINKS	
Registration Number:	4689785	LOGO LITTLES	
Registration Number:	5464913	LOGO LORI GOLDSTEIN	
Registration Number:	4969565	LOGO LOTUS	
Registration Number:	4526940	LOGO LOUNGE	
Registration Number:	4778472	LOGO LUNA	
Serial Number:	88669630	PERMISSION TO PLAY	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	2155695767		
Email:	perry@blankrome.com		

OP \$315.00 4952297

Correspondent Name: David M. Perry
Address Line 1: Blank Rome LLP, One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: David M. Perry

SIGNATURE: /David M. Perry/

DATE SIGNED: 04/19/2021

Total Attachments: 6

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WORLDWIDE TRADEMARK ASSIGNMENT

This Worldwide Trademark Assignment is effective as of April 1, 2021 by and between Lori Goldstein, Ltd. (“Assignor”), a New York corporation having an address at 54 West 21st Street, Suite 702, New York, NY 10010, and Gold Licensing, LLC, a Delaware limited liability company, having an address c/o Xcel Brands, Inc., 1333 Broadway, 10th Floor, New York, New York 10018.

WHEREAS, Assignor owns (a) the trademark filings listed in Exhibit 1 to this Worldwide Trademark Assignment; (b) the trademarks listed in the “Trademark” column in this Exhibit 1; and (c) all goodwill associated with these trademark filings and the listed trademarks (the trademark filings, listed trademarks, and goodwill are hereinafter collectively the “Trademarks”); and

WHEREAS, Assignor is selling certain assets to Assignee pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of March 30, 2021, and these Trademarks are included within such assets and pertain to such assets.

NOW THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s worldwide right, title, and interest in and to the Trademarks, including but not limited to (a) all rights to sue and recover for past, present, and future infringement, dilution, and other violations concerning the Trademarks, and (b) all rights of priority and protection of interests under the laws of any jurisdiction worldwide. This assignment is in connection with a sale of the business to which the Trademarks pertain.

2. Assignor agrees to promptly execute all documents and assist in all proceedings to perfect, register, and record Assignee’s rights to the Trademarks as Assignee may reasonably deem appropriate, and any additional documents that Assignee reasonably believes are necessary to accomplish the intent of this Worldwide Trademark Assignment, and such efforts shall be at Assignee’s expense.

3. The original signatures on this Worldwide Trademark Assignment may be delivered by facsimile or PDF, which shall be deemed originals. This Worldwide Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Assignor and Assignee agree that the signatories below have the full right, power, and authority to execute this document.

[Signature block on next page]

IN WITNESS WHEREOF, the undersigned have caused this Worldwide Trademark Assignment to be duly executed and effective as of April 1, 2021.

LORI GOLDSTEIN, LTD. (Assignor)



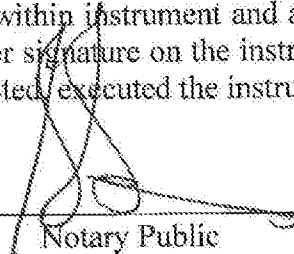
Name: Ms. Lori Goldstein
Title: President
Date:

GOLD LICENSING, LLC (Assignee)

Name: Robert W. D'Loren
Title: CEO
Date:

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 24th day of March 2021, before me, the undersigned, personally appeared LORI GOLDSTEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

SIMON GERSON
Notary Public, State of New York
Qualified in New York County
No. 31-02GE6081555
Commission Expires January 27, 2023

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the _____ day of March 2021, before me, the undersigned, personally appeared ROBERT W. D'LOREN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

IN WITNESS WHEREOF, the undersigned have caused this Worldwide Trademark Assignment to be duly executed and effective as of April 1, 2021.

LORI GOLDSTEIN, LTD. (Assignor)

GOLD LICENSING, LLC (Assignee)

Name: Ms. Lori Goldstein
Title: President
Date:



Name: Robert W. D'Loren
Title: CEO
Date:


STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the ___ day of March 2021, before me, the undersigned, personally appeared LORI GOLDSTEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 31st day of March 2021, before me, the undersigned, personally appeared ROBERT W. D'LOREN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



EXHIBIT 1 –
TRADEMARKS

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
CANADA	LOGO BY LORI GOLDSTEIN	1732613	June 12, 2015	TMA1036153	July 4, 2019	REGISTERED
CANADA	LOGO LORI GOLDSTEIN AND DESIGN	1759535	December 15, 2015	TMA1083708	October 6, 2020	REGISTERED
CHINA	LOGO BY LORI GOLDSTEIN	1274903	June 19, 2015	1274903	June 19, 2015	REGISTERED
EUROPEAN UNION	LOGO	012826426	April 28, 2014	012826426	January 5, 2016	REGISTERED
EUROPEAN UNION	LOGO BY LORI GOLDSTEIN	014888226	December 7, 2015	014888226	September 16, 2016	REGISTERED
EUROPEAN UNION	LOGO LORI GOLDSTEIN AND DESIGN	1309889	December 15, 2015	1309889	December 15, 2015	REGISTERED
HONG KONG	LOGO BY LORI GOLDSTEIN	303444651	June 16, 2015	303444651	March 11, 2016	REGISTERED
JAPAN	LOGO LORI GOLDSTEIN AND DESIGN	1309889	December 15, 2015	1309889	December 15, 2015	REGISTERED
TAIWAN	LOGO BY LORI GOLDSTEIN	104034001	June 12, 2015	1750413	January 16, 2016	REGISTERED
TAIWAN	LOGO LORI GOLDSTEIN AND DESIGN	104074763	December 15, 2015	01817559	January 1, 2017	REGISTERED
UNITED STATES	ANYTHING GOES WITH EVERYTHING	86463036	November 24, 2014	4952297	May 3, 2016	REGISTERED
UNITED STATES	INSTANT CHIC	77931382	February 9, 2010	3941883	April 5, 2011	REGISTERED
UNITED STATES	LOGO BY LORI GOLDSTEIN	86366905	August 14, 2014	4811198	September 15, 2015	REGISTERED
UNITED STATES	LOGO BY LORI GOLDSTEIN	86653502	June 5, 2015	5464909	May 8, 2018	REGISTERED
UNITED STATES	LOGO LAYERS	85940904	May 23, 2013	4519203	April 22, 2014	REGISTERED
UNITED STATES	LOGO LINKS	86366913	August 14, 2014	4947013	April 26, 2016	REGISTERED
UNITED STATES	LOGO LITTLES	86142380	December 12, 2013	4689785	February 17, 2015	REGISTERED
UNITED STATES	LOGO LORI GOLDSTEIN and Design	86663050	June 15, 2015	5464913	May 8, 2018	REGISTERED
UNITED STATES	LOGO LOTUS	86408453	September 29, 2014	4969565	May 31, 2016	REGISTERED
UNITED STATES	LOGO LOUNGE	85916181	April 26, 2013	4526940	May 6, 2014	REGISTERED
UNITED STATES	LOGO LUNA	86262942	April 25, 2014	4778472	JULY 21, 2015	REGISTERED
UNITED STATES	PERMISSION TO PLAY	88669630	October 25, 2019			PENDING - ALLOWED
WIPO (INTERNATIONAL)	LOGO BY LORI GOLDSTEIN	1274903	June 19, 2015	1274903	June 19, 2015	REGISTERED
WIPO (INTERNATIONAL)	LOGO LORI GOLDSTEIN and Design	1309889	December 15, 2015	1309889	December 15, 2015	REGISTERED

[END OF EXHIBIT 1]