

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fashion Options, Inc		04/26/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BHPC Associates LLC		
Street Address:	1370 Broadway, 9th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1394123	GENERATION ONE	
CORRESPONDENCE DATA			
Fax Number:	2124480020		
<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:	2124481800		
Email:	trademark@rflfllp.com		
Correspondent Name:	Nancy Zoubek		
Address Line 1:	Rithols Levy Fields LLP		
Address Line 2:	235 Park Avenue South, 3rd Floor		
Address Line 4:	New York, NEW YORK 10003		
NAME OF SUBMITTER:	Nancy Zoubek		
SIGNATURE:	/NZ/		
DATE SIGNED:	05/05/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment agreement (the "Trademark Assignment") is made effective as of April 8, 2022 by and between Fashion Options, Inc., a New Jersey corporation, with an address of 1370 Broadway, 9th Floor, New York, NY 10018 ("Assignor"), and BHPC Associates LLC, a Delaware limited liability company with an address of 1370 Broadway, 9th Floor, New York, NY 10018 ("Assignee") with reference to the following facts:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark GENERATION ONE (the "Trademark") and to US Trademark Registration No. 1,394,123 for the Trademark (the "Trademark Registration"); and

WHEREAS, Assignee is desirous of acquiring said Trademark and Trademark Registration, together with the goodwill of the business connected with and symbolized by the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **ASSIGNMENT.** Assignor does hereby assign, grant and deliver exclusively to Assignee, its successors and assigns all rights, title and interests of every kind and nature along with the goodwill of the business connected with and symbolized by the Trademark, including without limitation, all right, title and interest therein and thereto the Trademark and Trademark Registration including the unlimited right to renew the Trademark Registration in perpetuity, as well as all related rights, powers, emoluments, advantages, or any causes of action, including those for infringement, arising from the date of first use of the Trademark, together with all the rights for recovery, damages, and profits for past infringement, if any, whether now known or unknown to Assignee or Assignor.
2. **FURTHER ASSURANCES.** Assignor shall execute and deliver and cause its successors and assigns to execute and deliver to Assignee, its successors and assigns, such other and further instruments and documents as Assignee reasonably may request for the purpose of establishing, evidencing and enforcing or defending its complete, exclusive, perpetual and worldwide ownership of all rights, title and interests of every kind and nature, including the Trademark Registration, in and to the Trademark including documents required to secure transfer of ownership and/or renewal of the Trademark Registration with the United States Patent and Trademark Office, and Assignor constitutes and appoints Assignee as Assignor's agent and attorney in fact, with full power of substitution, to execute and deliver such documents or instruments as Assignor may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.
3. **LEGAL CONFLICTS.** If any conflict exists between any provision of this Trademark Assignment and any present or future law (statutory or common law), contrary to which the parties have no legal or enforceable right to contract, the provision of this Trademark Assignment affected shall be curtailed and limited only to the extent necessary to bring it within legal and enforceable requirements and the other provisions of this Trademark Assignment shall not be affected but shall remain in full force and effect.
4. **MISCELLANEOUS.** This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any term or

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provision of this Trademark Assignment which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Trademark Assignment or affecting the validity or enforceability of any of the terms or provisions of this Trademark Assignment in any other jurisdiction. This Trademark Assignment may be executed by the parties in any number of counterparts, all of which taken together shall constitute one and the same document.

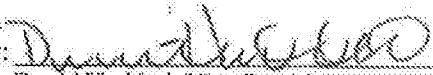
IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed, effective as of the date first written above.

ASSIGNOR:

FASHION OPTIONS INC,
a New Jersey corporation

ASSIGNEE:

BHPC ASSOCIATES LLC
a Delaware limited liability company

By: 
David Haddad, Vice President

By: _____
Sonny Haddad, Member

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