

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Macs Designs, LLC		11/12/2021	Limited Liability Company: IDAHO
RECEIVING PARTY DATA			
Name:	NanaMacs Boutique, LLC		
Street Address:	c/o Digital Fuel Capital, 339 Auburn St., Suite 12		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6349086	NM	
Registration Number:	6349078	NM	
Registration Number:	6201763	NM	
Registration Number:	6201596	NANAMACS	
Registration Number:	6201594	NANAMACS	
Registration Number:	6201593	NANAMACS	
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:	617-589-3898		
Email:	rsampson@davismalm.com		
Correspondent Name:	Richard L. Sampson		
Address Line 1:	One Boston Place, Suite 37th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02108		
NAME OF SUBMITTER:	Richard L. Sampson		
SIGNATURE:	/rls/		
DATE SIGNED:	06/09/2022		

OP \$165.00 6349086

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of November 12, 2021 (the "Effective Date") and is made from Macs Designs, LLC., an Idaho limited liability company ("Assignor"), to NanaMacs 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.

MACS DESIGNS, LLC

By: 
Name: Jeremy Shute
Title: Manager






[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

994357.1

TRADEMARK
REEL: 007747 FRAME: 0090

SCHEDULE 1

United States Trademarks

Serial No.	Reg No./Status	Mark	Class
88619364	6349086	NM 	3: cosmetics; eye shadows, foundation make-up, body bronzers
88618783	6349078	NM 	21: tumblers, drinking glasses, water bottles sold empty 25: shirts, t-shirts, tank tops, tops, crop tops, blouses, sweatshirts, bottoms, pants, shorts, skirts, leggings, bodysuits, jumpsuits, rompers, dresses, maxi dresses, jackets, blazers, shoes, sandals, flip-flops, socks, underwear, lingerie, bras, swimsuits, scarves, hats, caps, ties, sleep wear, pajamas
88618751	6201763	NM 	35: online retail store services featuring clothing, shoes, swimwear, fashion accessories, jewelry, sunglasses, bags and purses, beverage containers, water bottles, and mobile device accessories
88573699	6201596	NANAMACS 	3: cosmetics; eye shadows, lip glosses, lipsticks, foundation make-up, self-tanners, body bronzers, and false eyelashes
88573563	6201594	NANAMACS 	35: online retail store services featuring clothing, shoes, swimwear, fashion accessories, jewelry, sunglasses, bags and purses, beverage containers, water bottles, and mobile device accessories

88573252	6201593	NANAMACS NANAMACS	21: tumblers, drinking glasses, water bottles sold empty 25: shirts, t-shirts, tank tops, tops, crop tops, blouses, sweatshirts, bottoms, pants, shorts, skirts, leggings, bodysuits, jumpsuits, rompers, dresses, maxi dresses, jackets, blazers, shoes, sandals, flip-flops, socks, underwear, lingerie, bras, swimsuits, scarves, hats, caps, ties, sleep wear, pajamas
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