

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	01/31/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Global Design Concepts, Inc.		02/02/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BioWorld Merchandising, Inc.		
<b>Street Address:</b>	2111 W. Walnut Hill Lane		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75038		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4786626	ALI&ZAK	
<b>Registration Number:</b>	4890382	BROOKLYN BOUND	
<b>Registration Number:</b>	4912874	DANIELLE MORGAN	
<b>Registration Number:</b>	4795987	LILY REESE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4078412343		
<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>			
<b>Phone:</b>	407-841-2330		
<b>Email:</b>	aimber@allendyer.com		
<b>Correspondent Name:</b>	Allison R. Imber		
<b>Address Line 1:</b>	255 S. Orange Avenue		
<b>Address Line 2:</b>	Suite 1401		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>NAME OF SUBMITTER:</b>	Allison R. Imber		
<b>SIGNATURE:</b>	/Allison R. Imber/		
<b>DATE SIGNED:</b>	03/22/2018		
<b>Total Attachments: 5</b>			

OP \$115.00 4786626

source=15M6338#page1.tif  
source=15M6338#page2.tif  
source=15M6338#page3.tif  
source=15M6338#page4.tif  
source=15M6338#page5.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT  
(Trademarks)**

This Intellectual Property Assignment Agreement (this “**Assignment**”) executed February 2, 2018, effective as of January 31, 2018, by and between Global Design Concepts, Inc., a Delaware corporation (“**Seller**”), and BioWorld Merchandising, Inc., a Texas corporation (“**Buyer**”), pursuant to that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), among Buyer, Seller and Seller’s sole shareholder. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

For the consideration set forth in the Purchase Agreement, and intending to be legally bound, Seller hereby irrevocably sells, assigns, conveys, transfers, delivers, and sets over to Buyer and its successors and assigns, all of the right, title, and interest of Seller in and to all of the Intellectual Property Assets including all trademarks listed on Exhibit A hereto, any applications or registrations therefor, together with all common law rights therein, all goodwill symbolized by and associated with the foregoing, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach of any of the foregoing (collectively, “**Assigned IP Rights**”). With respect to any trademarks included in the Assigned IP Rights which are filed on the basis of Seller’s “intent to use” such trademarks and as to which a verified statement of use or amendment to allege use has not yet been filed with the United States Patent and Trademark Office as of the date hereof, the parties acknowledge that Buyer is a successor to the business of the Seller to which such trademarks apply, which business is ongoing and existing.

Seller will (a) execute and deliver such further instruments and documents and take such other actions as Buyer may reasonably request in order to effectuate the purposes of this Assignment and to carry out the terms hereof, and (b) take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations, and agreements, or otherwise to consummate and make effective the transactions contemplated by this Assignment.

Without limiting the foregoing, Seller hereby appoints Buyer as the true and lawful agent and attorney in fact of Seller, with full power and substitution and resubstitution, in whole or in part, in the name and stead of Seller, but on behalf and for the benefit of Buyer and their successors and assigns from time to time (a) to demand, receive and collect any and all of the Assigned IP Rights and to give receipts and releases for and with respect to the same, or any part thereof; (b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors or assigns may deem proper in order to collect or reduce to possession any of the Assigned IP Rights and in order to collect and enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and (c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Assigned IP Rights transferred and assigned hereby and to use the name of Seller in such manner as Buyer may reasonably deem necessary for the collection and recovery of same. Seller hereby acknowledges that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

The terms and provisions of this Assignment shall be governed by and construed in accordance with the laws of the State of New York.

Buyer and Seller acknowledge and agree that the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities, 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. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

**BUYER:**

BIOWORLD MERCHANDISING, INC.

By: \_\_\_\_\_

  
Raf Malik, Chief Executive Officer

**SELLER:**

GLOBAL DESIGN CONCEPTS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 006297 FRAME: 0473**

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

**BUYER:**

BIOWORLD MERCHANDISING, INC.

By: \_\_\_\_\_  
Raj Malik, Chief Executive Officer

**SELLER:**

GLOBAL DESIGN CONCEPTS, INC.

By: Carol Pedelty  
Name: CAROL PEDELTY  
Title: CEO/President

Exhibit A

Intellectual Property Assets

Mark	Application Serial Number (U.S. Patent and Trademark Office) (if applicable)	Filing Date (if applicable)
<b>Ali &amp; Zak</b>	4,786,626	4/7/2014
<b>Brooklyn Bound</b>	4,890,382	4/3/2014
<b>Danielle Morgan</b>	86/671126	
<b>Global Degree</b>	86/668131	
<b>Lily Reese</b>	4,795,987	5/1/2015
<b>Moonbugs</b>	87/602883	
<b>My Atta-Tude</b>	87/602880	
<b>Underrated</b>	86/668118	