

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.B.S., Limited		01/16/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JBS Dresses, LLC		
Street Address:	1375 Broadway, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3874202	ADRESSING WOMAN	
Registration Number:	4280296	CHIASSO	
Registration Number:	3778906	COCO BIANCO	
Registration Number:	5776151	EVERLILY	
Registration Number:	5206148	IVY LANE	
Registration Number:	5272408	IVY ROAD	
Registration Number:	5237251	JBS	
Registration Number:	5241622	JBS	
Registration Number:	3162609	MSK	
Registration Number:	3867061	PISARRO NIGHTS	
Registration Number:	3962586	PRELUDE	
Registration Number:	4426462	SAM AND JESS	
Serial Number:	88195763	28TH AND PARK	
Serial Number:	88507294	BETSY LAUREN	
Serial Number:	87259440	IVY GREEN	
Serial Number:	87259468	IVY STREET	
Serial Number:	87357908	JUST HANGIN	
Serial Number:	87155961	ROYALTY	

CH \$465.00 3874202

CORRESPONDENCE DATA**Fax Number:**

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.

Email: pto@sillscummis.com
Correspondent Name: Stanley Seuradge
Address Line 1: Sills Cummis & Gross P.C.
Address Line 2: 101 Park Avenue
Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER:	Stanley Seuradge
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SIGNATURE:	/Stanley Seuradge/
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DATE SIGNED:	01/21/2020
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Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is executed this January 16, 2020, by and between J.B.S., Limited, a New York corporation, having offices at 1375 Broadway, 4th Floor, New York, New York 10018 (the “**Assignor**”) and JBS Dresses, LLC, a New York limited liability company, having offices at 1375 Broadway, 4th Floor, New York, New York 10018 (the “**Assignee**”), each a “**Party**” and collectively, the “**Parties**”. Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Contribution Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business including the registered trademarks and pending applications in the United States, as well as those common-law trademarks and trademarks registered outside of the United States (if any), as set forth on the attached Exhibit A (the “**Assigned Trademarks**”);

WHEREAS, Assignee and Assignor are parties to that certain Contribution Agreement dated as of the date hereof (the “**Contribution Agreement**”), pursuant to which, among other things, Assignor has agreed to assign, transfer and deliver to Assignee, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including all common law rights therein, together with the goodwill of the business that is connected and/or associated with the use of, and symbolized by the Assigned Trademarks; and

WHEREAS, this Assignment is being executed and delivered at the Closing pursuant to the Contribution Agreement;

NOW, THEREFORE, pursuant to the terms and conditions of the Contribution Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby contributes, sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor’s entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Use of Assigned Trademarks. Assignor, as of the Effective Date, agrees to cease using the Assigned Trademarks, except as specifically provided in the Contribution Agreement, and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

2. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Contribution Agreement to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Contribution Agreement, consistent with its terms.

3. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Contribution Agreement, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

4. Contribution Agreement. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of Assignor or Assignee under the Contribution Agreement. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Contribution Agreement. It is agreed that the representations, warranties, covenants and agreements contained in the Contribution Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Contribution Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Contribution Agreement, the provision in the Contribution Agreement shall be deemed controlling.

5. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor and Assignee.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.


9. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed as of date first above written.

ASSIGNOR:

J.B.S., LIMITED

By: 
Name: MICHAEL MANN
Title: C.O.O.

ASSIGNEE:

JBS DRESSES, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed as of date first above written.

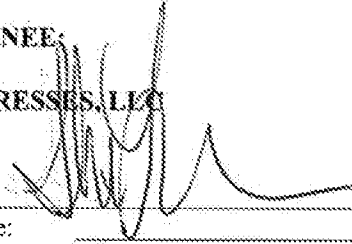
ASSIGNOR:

J.B.S., LIMITED

By: _____
Name: _____
Title: _____

ASSIGNEE:

JBS DRESSES, LLC

By:  _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

Exhibit A

Assigned Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
aDRESSing WOMAN	3874202	09-Nov-2010
CHIASO	4280296	22-Jan-2013
COCO BIANCO	3778906	20-Apr-2010
EVERLILY and Design	5776151	11-Jun-2019
IVY LANE	5206148	16-May-2017
IVY ROAD	5272408	22-Aug-2017
JBS	5237251	04-Jul-2017
JBS (Stylized)	5241622	11-Jul-2017
MSK	3162609	24-Oct-2006
PISARRO NIGHTS	3867061	26-Oct-2010
PRELUDE	3962586	17-May-2011
SAM AND JESS	4426462	29-Oct-2013

Pending Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
28TH AND PARK	88/195763	15-Nov-2018
BETSY LAUREN (Stylized)	88507294	10-Jul-2019
IVY GREEN	87259440	06-Dec-2016
IVY STREET	87259468	06-Dec-2016
JUST HANGIN	87357908	03-Mar-2017
ROYALTY	87155961	30-Aug-2016