

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L-7 Designs, Inc.		12/03/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Kid Made Modern, LLC		
Street Address:	85 Fifth Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86326846	HANDMADE MODERN	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<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:	2142064300		
Email:	trina@richardlawgroup.com		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	8411 Preston Road, Suite 890		
Address Line 4:	Dallas, TEXAS 75225		
ATTORNEY DOCKET NUMBER:	KMMO-0001		
NAME OF SUBMITTER:	Molly Buck Richard		
SIGNATURE:	/Molly Buck Richard/		
DATE SIGNED:	08/09/2015		
Total Attachments: 6			
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement"), dated as of ~~October~~ ^{DECEMBER 30} 3, 2014, is by and between L-7 Designs, Inc. (dba Todd Oldham Studios), a Texas corporation (the "Contributor"), and Kid Made Modern, LLC, a Texas limited liability company (the "Company"). Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Company's Amended and Restated Limited Liability Company Agreement, dated as of March 13, 2014 (as amended, the "LLC Agreement").

WHEREAS, the Contributor is the holder of Class A Common Units of the Company; and

WHEREAS, the Contributor and the Company desire to enter into this Agreement pursuant to which the Contributor will convey certain assets to the Company in exchange for 26,219 additional Class A Common Units of the Company, on the terms and set forth in this Agreement (the "Contribution").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution of Assets. On and as of the date hereof, the Contributor hereby contributes, transfers, assigns, conveys and delivers to the Company, and the Company does hereby acquire and accept from the Contributor, all of the Contributor's right, title and interest in, to and under the assets described in Schedule 1 (the "Assets").

2. Assumed Liabilities. The Contribution is subject to the assumption by the Company of all liabilities and obligations of the Contributor to the extent exclusively or primarily resulting from, relating to or arising out of the Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (the "Assumed Liabilities"). The Company hereby assumes and shall perform, pay and discharge when due the Assumed Liabilities. Nothing contained herein shall prevent the Company or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

3. Consideration. As consideration for the contribution of the Assets set forth under Section 1, the Company agrees to issue 26,219 Class A Common Units to the Contributor.

4. Representations and Warranties of the Contributor.

(a) Organization of the Contributor. The Contributor is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

(b) Authority. The Contributor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to

consummate the transactions contemplated hereby. The Contributor has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Contributor and (assuming due authorization, execution and delivery by the Company) shall constitute the Contributor's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) Ownership and Transfer of Assets. The Contributor has valid, good and marketable title to all of the Assets, and such Assets are free and clear of all liens. The Contributor has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to the Company all right, title and interest in and to all right, title and interest in the Assets without penalty or other adverse consequences.

5. Representations and Warranties of the Company.

(a) Organization of the Company. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.

(b) Authority. The Company has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The Company has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and (assuming due authorization, execution and delivery by the Contributor) shall constitute the Company's legal, valid and binding obligation, enforceable against it in accordance with its terms.

6. Intellectual Property Assignment Agreement; Further Assurances. Concurrently with the execution and delivery of this Agreement, the Company and Contributor are executing and delivering that certain Intellectual Property Assignment Agreement in the form attached hereto as Exhibit A. The Contributor, Todd Oldham and the Company agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement. In the event that the Company is unable for any reason whatsoever to secure the signature of the Contributor or Todd Oldham to any document reasonably necessary or appropriate for any of the foregoing purposes, each of the Contributor and Todd Oldham hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its or his agents and attorneys-in-fact to act for and on behalf of it or him, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the Contributor or Todd Oldham, as applicable.

7. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one


and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

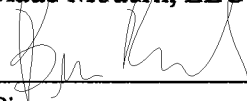
Contributor

L-7 Designs, Inc. (dba Todd Oldham Studios), a Texas corporation

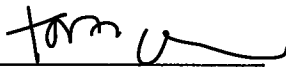
By: 
Name: LINDA L. OLDHAM
Title: VICE PRESIDENT

Company

Kid Made Modern, LLC

By: 
Name: Brian Richards
Title: CEO

For Purposes of Section 6 hereof:


Todd Oldham

Schedule 1

Assets

A. Domain Name. The “handmademodern.com,” Internet domain name, including all registrations thereof, including, without limitation, Network Solutions, LLC, or any other applicable registrars, registrations thereof, and all rights to listings or keyword associations in any Internet search engines or directories associated with the domain names (collectively, the “Domain Names”).

B. Web Site and Web Site Materials. The web pages principally associated with, or located at or under, the Domain Names (collectively, the “Web Site”), including all Web Site Materials. “Web Site Materials” means: (i) web pages, support files and related information and data principally associated with the Web Site; (ii) any and all text, graphics, HTML or similar code, applets, scripts, programs, databases, source code, object code, templates, forms, image maps, documentation, audio files, video files, log files or customer data, in each case principally associated with the Web Site; (iii) all copyrights, copyright registrations, copyright applications, trade secrets, moral rights, publicity rights and know-how, in each case principally associated with the Web Site; (iv) all content that has appeared in any past or present editions of the Web Site, whether archived on the Web Site or otherwise; and (v) the operation, concepts, look and feel of the Web Site and Web Site Materials listed in clauses (i) through (iv) above (the “Content”).

C. Trademarks. All trademarks, trade names or service marks related to “Handmade Modern”, or “Hand Made Modern” including any registrations or applications for registration, and all goodwill associated therewith (collectively, the “Marks”). All income, royalties, damages and payments due or payable and causes of action for infringement or violation of all rights in and to the Marks after the Contribution as they pertain to the rights hereby assigned.

D. Customer Information. All customer lists, databases, and files of the Handmade Modern business (the “Business”) and documents relating to customers of the Business.

E. Copyrights. The copyright registration “TX0006166456” filed on May 5, 2005 for the work titled “Hand made modern.”

F. Contracts. Any contract that relates exclusively to the Business.

G. Accounts Receivable. All accounts receivable of the Business.