

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411609

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	01

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The McCall Pattern Company		12/13/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Fit Acquisition, Inc.
Street Address:	120 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10271
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2060078	BETSY MCCALL
Registration Number:	2017916	BETSY MCCALL
Registration Number:	2058417	BETSY MCCALL
Serial Number:	86953300	BUTTERICK
Registration Number:	2357690	BUTTERICK
Registration Number:	3536344	CLUB BMV.COM
Registration Number:	5065353	COSPLAY BY MCCALL'S
Registration Number:	3131761	DANCING NEEDLE
Registration Number:	1753905	
Registration Number:	2786157	DESIGNED BY: KERSTIN MARTENSSON
Registration Number:	4142853	ELLIE MAE DESIGNS
Registration Number:	1381337	KWIK SERGE
Registration Number:	1758315	KWIK SEW
Registration Number:	0967035	KWIK SEW
Serial Number:	86953287	KWIK SEW
Registration Number:	2886147	KWIK START
Registration Number:	3878385	MADE TO MATCH
Registration Number:	3915355	MAKE SEWING A SUCCESS

CH \$865.00 2060078

Property Type	Number	Word Mark
Registration Number:	5065354	
Registration Number:	0569596	MC CALL'S
Registration Number:	0555927	MC CALL'S
Serial Number:	86953212	MCCALL'S
Registration Number:	1445122	NON-STOP WARDROBE
Registration Number:	2063389	NY THE COLLECTION NY
Registration Number:	1085998	QUICK & EASY
Registration Number:	1103032	SEE & SEW
Registration Number:	3299764	SEWING TODAY
Registration Number:	1320602	STITCH 'N SAVE
Registration Number:	5074385	THE VAULT COLLECTION
Registration Number:	5096480	THE VAULT COLLECTION UNLOCKED TREASURES
Registration Number:	3813167	WALL PLAY
Registration Number:	2853373	WALLCANDY
Registration Number:	2041318	WALLIES
Registration Number:	1460858	YES IT'S EASY

CORRESPONDENCE DATA

Fax Number: 9736247070

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.

Phone: 973-622-4444

Email: mfriscia@mccarter.com, kknoll@mccarter.com

Correspondent Name: Michael R. Friscia, Esq.

Address Line 1: MCCARTER & ENGLISH, LLP

Address Line 2: 100 Mulberry Street, Four Gateway Center

Address Line 4: NEWARK, NEW JERSEY 07102

NAME OF SUBMITTER: MICHAEL R. FRISCIA

SIGNATURE: /Michael R. Friscia/

DATE SIGNED: 01/09/2017

Total Attachments: 11

- source=Trademark Assignment Executed#page1.tif
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 13th day of December, 2016 by The McCall Pattern Company, a Delaware corporation, McCall's Pattern Services Pty Limited, an Australian company, and Butterick Company Limited, an English corporation (collectively, "Assignor") in favor of Fit Acquisition, Inc., a Delaware corporation ("Assignee"),

W I T N E S S E T H :

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks identified in Schedule A (hereinafter the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated December 13, 2016, pursuant to which Assignor agrees to assign to Assignee its title, rights and interest in and to the Trademarks;

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;

2. Assignor shall cooperate with Assignee at Assignee's expense in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;

3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its provisions concerning conflict of laws. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms;

5. This Assignment, together with the Asset Purchase Agreement, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor relating to the subject matter hereof; and

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above-written.

The McCall Pattern Company

Date: December 13, 2016

By: Frank Rizzo

Name: FRANK RIZZO

Title: PRESIDENT & CHIEF EXECUTIVE OFFICER

McCall's Pattern Service Pty Limited

Date: December 13, 2016

By: Frank Rizzo

Name: FRANK RIZZO

Title: DIRECTOR

Butterick Company Limited

Date: December 13, 2016

By: Frank Rizzo

Name: FRANK RIZZO

Title: DIRECTOR

ACKNOWLEDGMENT

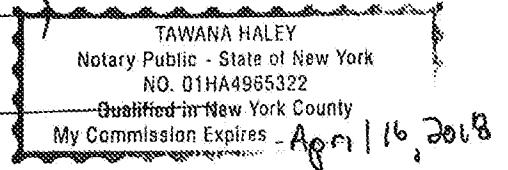
STATE OF New York :
 : ss.
COUNTY OF New York :

FRANK RIZZO, being duly sworn, says that [s]he is the PRESIDENT of The McCall Pattern Company, a Delaware corporation, and acknowledges that [s]he did sign said instrument on behalf of The McCall Pattern Company pursuant to due authority.

Sworn to and subscribed before me this 13 day of December, 2016.


Notary Public

My commission expires:



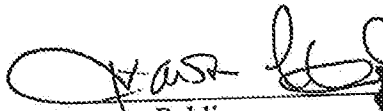
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ACKNOWLEDGMENT

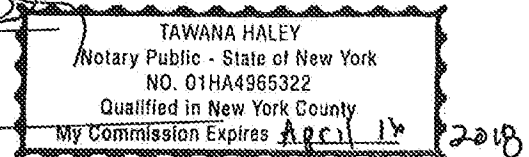
STATE OF New York :
 : ss.
COUNTY OF New York :

FRANK RIZZO, being duly sworn, says that [s]he is the OWNER of McCall's Pattern Service Pty Limited, an Australian company, and acknowledges that [s]he did sign said instrument on behalf of McCall's Pattern Service Pty Limited, pursuant to due authority.

Sworn to and subscribed before me this 13 day of December, 2016.


Notary Public

My commission expires:



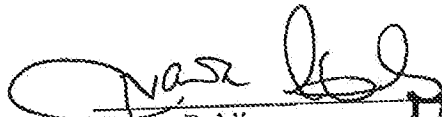
(SEAL)

ACKNOWLEDGMENT

STATE OF New York :
 :
COUNTY OF New York : ss.
 :

FRANK RIZZO, being duly sworn, says that [s]he is the PRESIDENT of The McCall Pattern Company, a Delaware corporation, and acknowledges that [s]he did sign said instrument on behalf of The McCall Pattern Company pursuant to due authority.

Sworn to and subscribed before me this 13 day of December, 2016.


Notary Public

My commission expires:

TAWANA HALEY
Notary Public - State of New York
NO. 01HA4965322
Qualified in New York County
My Commission Expires April 16, 2018

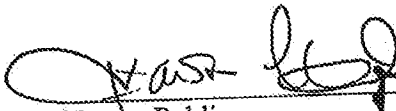
(SEAL)

ACKNOWLEDGMENT

STATE OF New York :
 :
COUNTY OF New York : ss.
 :

FRANK RIZZO, being duly sworn, says that [s]he is the OWNER of McCall's Pattern Service Pty Limited, an Australian company, and acknowledges that [s]he did sign said instrument on behalf of McCall's Pattern Service Pty Limited, pursuant to due authority.

Sworn to and subscribed before me this 13 day of December, 2016.


Notary Public

My commission expires:

TAWANA HALEY
Notary Public - State of New York
NO. 01HA4965322
Qualified in New York County
My Commission Expires April 16, 2018

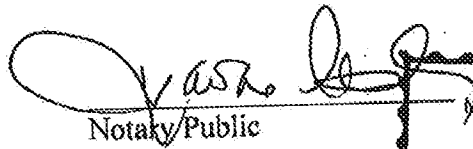
(SEAL)

ACKNOWLEDGMENT

STATE OF New York :
 :
 : ss.
COUNTY OF New York :

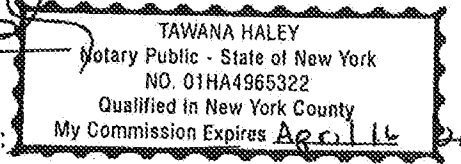
FRANK RIZZO, being duly sworn, says that [s]he is the Director of Butterick Company Limited, an English corporation, and acknowledges that [s]he did sign said instrument on behalf of Butterick Company Limited pursuant to due authority.

Sworn to and subscribed
before me this 13 day
of December, 2016.



Notary Public

My commission expires:



(SEAL)

SCHEDULE A

TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. / APP. NO.</u>	<u>DATE</u>	<u>STATUS</u>
Albania	MCCALL'S	5717	8/4/1993	REGISTERED
Australia	BUTTERICK	(WIPO)	9/22/2016	FILED
Australia	Dancing Needle Design	A334654	3/4/1983	REGISTERED
Australia	KWIK SEW	B624083	6/8/1995	REGISTERED
Australia	MCCALL'S	A119653	8/13/1954	REGISTERED
Australia	SEE & SEW (Stylized)	A309557	7/25/1997	REGISTERED
Australia	SUN SILKY	722007	10/31/1997	REGISTERED
Australia	WALLIES WALLPAPER CUTOUTS	789775	1/28/2000	REGISTERED
Bahamas	BUTTERICK	9660	12/5/1979	REGISTERED
Benelux	KIJK EN KNIP	361535	7/24/1979	REGISTERED
Benelux	SEE & SEW (Stylized)	347988	7/28/1977	REGISTERED
Benelux	VOIR ET COUDRE	360461	9/5/1979	REGISTERED
Benelux	VOYEZ ET COUSEZ	362283	7/24/1979	REGISTERED
Bermuda	SEE & SEW (Stylized)	B8798	10/3/1984	REGISTERED
Brazil	MCCALL'S	002967120	5/30/1964	REGISTERED
Canada	BUTTERICK	TMA273698	11/12/1997	REGISTERED
Canada	CLUB BMV.COM	735347	2/27/2009	REGISTERED
Canada	Dancing Needle Design	TMA449,626	11/3/1995	REGISTERED
Canada	KWIK SEW	TMA210,477	11/7/1975	REGISTERED
Canada	LEARN TO SEW FOR FUN	378380	1/18/1991	REGISTERED
Canada	MCCALL'S	UCA43822	10/3/1952	REGISTERED
Canada	SEE & SEW (Stylized)	236503	10/12/1979	REGISTERED
Canada	SEWING TODAY	690862	6/26/2007	REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. / APP. NO.</u>	<u>DATE</u>	<u>STATUS</u>
Canada	STITCH 'N SAVE	372480	8/24/1990	REGISTERED
Canada	WALL PLAY (STYLIZED)	790742	2/15/2011	REGISTERED
Canada	WALLIES	671611	8/30/2006	REGISTERED
Chile	MCCALL'S	1075341	11/15/1973	REGISTERED
China (PRC)	BUTTERICK	714534	11/7/1994	REGISTERED
China (PRC)	MCCALL'S	333509	12/20/1988	REGISTERED
China (PRC)	MCCALL'S (IN CHINESE)	333506	12/20/1988	REGISTERED
China (PRC)	WALLIES	892724	4/17/2007	REGISTERED
China (PRC)	WALLIES in Chinese Characters	17026287	5/25/2015	FILED
China (PRC)	WALLIES in Chinese Characters	17026286	5/25/2015	FILED
Czech Republic	MCCALL'S	175690	4/11/1994	REGISTERED
Denmark	BUTTERICK	04430-1993	6/18/1993	REGISTERED
Denmark	KWIK SEW & Dancing Needle Design	VR 03651 1992	5/1/1992	REGISTERED
Denmark	MCCALL'S	941/1953	8/8/1973	REGISTERED
Denmark	SEE & SEW (Stylized)	VR00401 1978	2/3/1978	REGISTERED
Dominican Rep.	MCCALL'S	8369	3/31/1983	REGISTERED
Ecuador	MCCALL'S	624	6/13/1953	REGISTERED
European Union	BUTTERICK	009082173	11/8/2010	REGISTERED
European Union	BUTTERICK	15817323	9/9/2016	FILED
European Union	KWIK SEW	15860869	9/23/2016	FILED
European Union	MCCALL'S	186866	11/25/1998	REGISTERED
European Union	WALLIES	892724	7/20/2006	REGISTERED
Finland	BUTTERICK	130329	1/20/1994	REGISTERED
Finland	KWIK SEW	118996	5/5/1992	REGISTERED
Finland	SEE & SEW (Stylized)	130330	1/20/1994	REGISTERED
France	BUTTERICK	1566175	12/18/1989	REGISTERED
France	MCCALL'S	1422861	8/14/1987	REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. / APP. NO.</u>	<u>DATE</u>	<u>STATUS</u>
France	SEE & SEW (Stylized)	093676360	2/19/2010	REGISTERED
France	SEE & SEW (Stylized)	1418337	7/11/1987	REGISTERED
Germany	BUTTERICK	652052D	12/10/1992	REGISTERED
Germany	KWIK SEW	30509371	9/14/2005	REGISTERED
Germany	SEE & SEW (Stylized)	976030	8/26/1987	REGISTERED
Iceland	KWIK SEW	943/1992	9/25/1992	REGISTERED
Ireland	SEE & SEW (Stylized)	107476	8/12/1977	REGISTERED
Italy	MCCALL'S	1578949	9/18/1996	REGISTERED
Italy	SEE & SEW (Stylized)	1272847	8/4/1977	REGISTERED
Japan	BUTTERICK	4007509	6/6/1997	REGISTERED
Japan	MCCALL IN KATAKANA	625504	9/27/1963	REGISTERED
Japan	MCCALL'S	424957	5/8/1953	REGISTERED
Japan	MCCALL'S	4315207	9/17/1999	REGISTERED
Mexico	BUTTERICK	(WIPO)	9/22/2016	FILED
Mexico	MCCALL'S	72758	11/7/1982	REGISTERED
Mexico	MCCALL'S	73269	11/7/1992	REGISTERED
New Zealand	BUTTERICK	(WIPO)	9/22/2016	FILED
New Zealand	Dancing Needle Design	232523	6/20/1997	REGISTERED
New Zealand	KWIK SEW	249823	6/20/1997	REGISTERED
New Zealand	KWIK SEW	B110112	4/1/1976	REGISTERED
New Zealand	MCCALL'S	(WIPO)	9/22/2016	FILED
New Zealand	SEE & SEW (Stylized)	B120521	7/29/1998	REGISTERED
Nicaragua	MCCALL'S	16052	8/8/1984	REGISTERED
Norway	BUTTERICK	121092	5/23/1995	REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. / APP. NO.</u>	<u>DATE</u>	<u>STATUS</u>
Norway	KWIK SEW & Dancing Needle Design	152486	9/24/1992	REGISTERED
Norway	MCCALL'S	42376	1/16/1983	REGISTERED
Peru	MCCALL'S	10399	9/17/1974	REGISTERED
Poland	MCCALL'S	77316	1/14/1992	REGISTERED
Portugal	MCCALL'S	125247	7/3/1984	REGISTERED
Romania	MCCALL'S	18462	3/24/1992	REGISTERED
Singapore	BUTTERICK	(WIPO)	9/22/2016	FILED
Slovak Republic	MCCALL'S	173895	1/17/1992	REGISTERED
South Africa	BUTTERICK	2016/27104	9/22/2016	FILED
South Africa	Dancing Needle Design	2010/03037	6/28/2013	REGISTERED
South Africa	KWIK SEW	B93/3254	3/15/1995	REGISTERED
South Africa	MCCALL'S	B92/2662	3/30/1992	REGISTERED
South Africa	MCCALL'S	B92/2660	3/30/1992	REGISTERED
South Africa	SEE & SEW (Stylized)	77/3204	7/25/1997	REGISTERED
South Africa	SEWING TODAY	93/11612	12/7/1993	REGISTERED
South Africa	SEWING TODAY	93/11613	12/7/1993	REGISTERED
South Africa	SEWING TODAY	93/11611	12/7/1993	REGISTERED
South Korea	WALLIES	892724	4/17/2007	REGISTERED
Spain	MCCALL'S	272740	2/5/1955	REGISTERED
Sweden	KWIK SEW	236959	6/26/1992	REGISTERED
Sweden	MCCALL'S	75460	2/12/1974	REGISTERED
Sweden	SEE & SEW (Stylized)	163383	5/19/1978	REGISTERED
Switzerland	BUTTERICK	(WIPO)	9/22/2016	FILED

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. / APP.NO.</u>	<u>DATE</u>	<u>STATUS</u>
Switzerland	MCCALL'S	420.052	1/21/1994	REGISTERED
Switzerland	SEE & SEW (Stylized)	290978	8/4/1977	REGISTERED
Taiwan	BUTTERICK	00632723	2/16/1994	REGISTERED
Taiwan	SEE & SEW (Stylized)	00632724	2/16/1994	REGISTERED
United Kingdom	BUTTERICK	812752	11/1/1960	REGISTERED
United Kingdom	BUTTERICK	3180328	8/15/2016	FILED
United Kingdom	KWIK SEW & Dancing Needle Design	B1198377	5/8/1987	REGISTERED
United Kingdom	MCCALL'S	1044872	4/10/1975	REGISTERED
United States	BETSY MCCALL	2060078	5/6/1997	REGISTERED
United States	BETSY MCCALL	2017916	11/19/1996	REGISTERED
United States	BETSY MCCALL	2058417	4/29/1997	REGISTERED
United States	BUTTERICK	86/953300	3/25/2016	FILED
United States	BUTTERICK	2357690	6/13/2000	REGISTERED
United States	CLUB BMV.COM	3536344	11/25/2008	REGISTERED
United States	COSPLAY BY McCALL'S AND MASK DESIGN	86/685753	7/7/2015	FILED
United States	DANCING NEEDLE	3131761	8/22/2006	REGISTERED
United States	Dancing Needle Design	1753905	2/23/1993	REGISTERED
United States	DESIGNED BY: KERSTIN MARTENSSON	2786157	11/25/2003	REGISTERED
United States	ELLIE MAE DESIGNS	4142853	5/15/2012	REGISTERED
United States	KWIK SERGE and Design	1381337	2/4/1986	REGISTERED
United States	KWIK SEW	1758315	3/16/1993	REGISTERED
United States	KWIK SEW	967035	8/28/1973	REGISTERED
United States	KWIK SEW	86/953287	3/25/2016	FILED
United States	KWIK START	2886147	9/21/2004	REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. / APP. NO.</u>	<u>DATE</u>	<u>STATUS</u>
United States	MADE TO MATCH	3878385	11/23/2010	REGISTERED
United States	MAKE SEWING A SUCCESS & Design	3915355	2/8/2011	REGISTERED
United States	MASK DESIGN02	86/685769	7/7/2015	FILED
United States	MCCALL'S	569596	1/20/1953	REGISTERED
United States	MCCALL'S	555927	3/11/1952	REGISTERED
United States	MCCALL'S (Stylized)	86/953212	3/25/2016	FILED
United States	NON-STOP WARDROBE	1445122	6/30/1987	REGISTERED
United States	NY THE COLLECTION NY & Design	2063389	5/20/1997	REGISTERED
United States	QUICK + EASY	1085998	2/21/1978	REGISTERED
United States	SEE & SEW (Stylized)	1103032	9/26/1978	REGISTERED
United States	SEWING TODAY	3299764	9/25/2007	REGISTERED
United States	STITCH 'N SAVE	1320602	2/19/1985	REGISTERED
United States	THE VAULT COLLECTION	86/685827	7/7/2015	FILED
United States	THE VAULT COLLECTION UNLOCKED TREASURES BY THE McCALL PATTERN COMPANY with Keyhole and Dial Lock Design	86/685732	7/7/2015	FILED
United States	WALL PLAY (STYLIZED)	3813167	7/6/2010	REGISTERED
United States	WALLCANDY	2853373	6/15/2004	REGISTERED
United States	WALLIES	2041318	2/25/1997	REGISTERED
United States	YES IT'S EASY	1460858	10/13/1987	REGISTERED
Venezuela	MCCALL'S	30193-F	8/17/1985	REGISTERED
WIPO	BUTTERICK	(WIPO)	9/22/2016	FILED
WIPO	MCCALL'S	(WIPO)	9/22/2016	FILED
WIPO	WALLIES	892724	7/20/2006	REGISTERED