

ESTTA Tracking number: **ESTTA674460**

Filing date: **05/27/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91221139
Party	Plaintiff The Wet Seal, Inc.
Correspondence Address	KATHERINE KEATING BRYAN CAVE LLP 560 MISSION STREET , SUITE 2100 SAN FRANCISCO, CA 94105 UNITED STATES katherine.keating@bryancave.com, todd.bolinger@bryancave.com
Submission	Motion to Join/Substitute Party
Filer's Name	Daniel L. Scales
Filer's e-mail	tmadmin@choate.com
Signature	/s/ Daniel L. Scales
Date	05/27/2015
Attachments	Motion to Substitute The Wet Seal LLC with Attachment.pdf(803024 bytes)

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Wet Seal, Inc.		04/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Wet Seal, LLC		
Street Address:	26972 Burbank		
City:	Foothill Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92610		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	2879970	ARDEN B	
Registration Number:	2795689	ARDEN B	
Registration Number:	3914458	ARDEN B	
Registration Number:	4644500	ARDEN B	
Registration Number:	3222313	B. REWARDED	
Registration Number:	3173864	BLINK	
Registration Number:	4380482	BLINK BY WET SEAL	
Registration Number:	4368866	BLINK BY WET SEAL	
Registration Number:	2171518	BLUE ASPHALT	
Registration Number:	3249286		
Registration Number:	4057171	CHIC BOUTIQUE	
Registration Number:	4498096	CLUB BY ARDEN B	
Registration Number:	1543610	CONTEMPO CASUALS	
Registration Number:	1850750	CONTEMPO CASUALS	
Registration Number:	3826181	FASHION INSIDER	

Registration Number:	4478533	FASHION RIGHT. ALL DAY ALL NIGHT.
Registration Number:	3296943	FIT IN. STAND OUT.
Registration Number:	3140432	GET IT. WEAR IT. FLAUNT IT.
Registration Number:	4198876	IRUNWAY
Registration Number:	4218185	IRUNWAY
Registration Number:	3842613	LOVE THE TREND - HATE TO SPEND
Registration Number:	4076847	LIFE'S A BLUR, FOCUS ON FASHION
Registration Number:	4161254	ROCK THESE BLUES
Registration Number:	3249248	TREND SPOT
Registration Number:	2217566	URBAN VIBE
Registration Number:	1508250	WET SEAL
Registration Number:	4316787	WET SEAL
Registration Number:	2241292	WET SEAL
Registration Number:	3244361	WET SEAL
Registration Number:	4571078	WET SEAL +
Registration Number:	4545430	+ PLUS
Registration Number:	4632406	WET SEAL
Registration Number:	4632408	WET SEAL
Registration Number:	4640746	WET SEAL
Registration Number:	4632405	WET SEAL
Serial Number:	86037868	DAWN TO DUSK
Serial Number:	86037828	DUSK TO DAWN
Serial Number:	86033797	ENR EVOLUTION NOT REVOLUTION

CORRESPONDENCE DATA

Fax Number: 6172484000

Email: tmadmin@choate.com

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.

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2011921-0000
NAME OF SUBMITTER:	Daniel L. Scales
Signature:	/daniel l. scales/
Date:	05/21/2015

Total Attachments: 9

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RECEIPT INFORMATION

ETAS ID:	TM342172
Receipt Date:	05/21/2015
Fee Amount:	\$965

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into as of the 15th day of April 2015 by and between The Wet Seal, LLC, a Delaware limited liability company agreement ("Assignee"), and The Wet Seal, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of March 12, 2015 (the "Purchase Agreement"), by and among Mador Lending, LLC ("Buyer") and each other Person that is a signatory thereto, including, without limitation, Assignor;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Assignor, all of Assignor's direct or indirect right, title and interest in, to and under certain assets (including, without limitation, the Trademarks);

WHEREAS, in accordance with Section 9.5 of the Purchase Agreement, Buyer has designated Assignee to acquire all of the Acquired Assets of Assignor (including, without limitation, the Trademarks);

WHEREAS, the execution and delivery of this Agreement is required by Sections 2.8(a) and 2.8(b) of the Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by Assignee and Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future except for any trademarks or related rights constituting Excluded Assets.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 6.1 and 6.2 of the Purchase Agreement, Assignor hereby agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement.

This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"ASSIGNEE"

THE WET SEAL, LLC

By: David S. Lorry
David S. Lorry, Authorized Person

"ASSIGNOR"

THE WET SEAL, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

“ASSIGNEE”

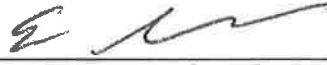
THE WET SEAL, LLC

By: _____

David S. Lorry, Authorized Person

“ASSIGNOR”

THE WET SEAL, INC.

By:  _____

Name: EDWARD S. LORRY

Title: CEO

SCHEDULE A

Trademark Registrations

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Serial Number or Registration Number</u>
ARDEN B (Stylized)	United States	76/378913 03/06/02	2,879,970 08/31/04
ARDEN B (Stylized)	United States	76/378912 03/06/02	2,795,689 12/16/03
ARDEN B (Stylized)	United States	85/073607 06/29/10	3,914,458 02/01/11
ARDEN B (International Reg.) (Extension of Protection to Singapore & Switzerland)	United States	n/a	1105350 12/16/11
ARDEN B (Word only)	United States	86/245674 04/08/14	4,644,500 11/25/14
B. REWARDED	United States	78/862810 04/17/06	3222313 03/27/07
BLINK	United States	78/776706 12/19/05	3,173,864 11/21/06
BLINK BY WET SEAL	United States	85/007343 04/06/10	4,380,482 08/06/13
BLINK BY WET SEAL	United States	85/007361 04/06/10	4,368,866 07/16/13
BLUE ASPHALT	United States	74/634185 02/14/95	2171518 07/07/98
Butterfly Design	United States	78/887280 05/18/06	3249286 06/05/07
CHIC BOUTIQUE	United States	85/063568 06/15/10	4,057,171 11/15/11
CLUB BY ARDEN B	United States	86/040604 08/16/13	4,498,096 03/18/14
CONTEMPO CASUALS	United States	73/691917 10/26/87	1543610 06/13/89
CONTEMPO CASUALS (& Line Design)	United States	74/400801 06/11/93	1850750 08/23/94
DAWN TO DUSK	United States	86/037868 08/14/13	n/a
DUSK TO DAWN	United States	86/037828 08/14/13	n/a
ENR EVOLUTION NOT REVOLUTION	United States	86/033797 08/09/13	n/a

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Serial Number or Registration Number</u>
FASHION INSIDER	United States	77/731914 05/07/09	3,82,6181 07/27/10
FASHION RIGHT. ALL DAY ALL NIGHT.	United States	85/514726 01/12/12	4,478,533 02/04/14
FIT IN. STAND OUT.	United States	77/090438 01/24/07	3296943 09/25/07
GET IT. WEAR IT. FLAUNT IT.	United States	78/584920 03/10/05	3140432 09/05/06
I RUNWAY	United States	77/882427 11/30/09	4,198,876 08/28/12
I RUNWAY	United States	77/882430 11/30/09	4218185 10/02/12
LOVE THE TREND-HATE TO SPEND	United States	77/733951 05/11/09	3,842,613 08/31/10
LIFE'S A BLUR. FOCUS ON FASHION (U.S.) (Word)	United States	85/321774 05/16/11	4,076,847 12/27/11
ROCK THESE BLUES	United States	85/456911 10/26/11	4,161,254 06/19/12
TREND SPOT (& Butterfly Design)	United States	78/862776 04/17/06	3249248 06/05/07
URBAN VIBE	United States	75/072790 03/14/96	2217566 01/12/99
WET SEAL	United States	73/672190 07/15/87	1508250 10/11/88
WET SEAL (International Reg.)	United States	n/a	1111835 12/14/11
WET SEAL	United States	85/702009 06/15/12	4,316,787 04/09/13
WET SEAL	United States	75/365487 09/30/97	2241292 04/20/99
WET SEAL (& W Butterfly Design)	United States	78/862902 04/17/06	3244361 05/22/07
WET SEAL + (Stylized Design)	United States	86/038610 08/15/13	4,571,078 07/22/14
+ PLUS	United States	86/050290 08/28/13	4,545,430 06/03/14
WET SEAL (Word) (2014)	United States	86/245522 04/08/14	4,632,406 11/04/14
WET SEAL (Word) (2014)	United States	86/245595 04/08/14	4,632,408 11/04/14

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Serial Number or Registration Number</u>
WET SEAL (Word) (2014)	United States	86/245551 04/08/14	4,640,746 11/18/14
WET SEAL (Word) (2014)	United States	86/245494 04/08/14	4,632,405 11/04/14
WET SEAL	Bahrain	91637 04/16/12	91637 04/16/12
BLUE ASPHALT	Brazil	819825174 02/25/97	819825174 10/05/99
THE WET SEAL	Brazil	820323853 10/14/97	820323853 10/26/99
URBAN VIBE	Brazil	820927058 07/22/98	820927058 02/15/05
ARDEN B	Chile	718108 01/23/06	921,373 03/03/06
ARDEN B	Chile	718105 01/23/06	921,372 03/03/06
ARDEN B	Chile	718104 01/23/06	921,371 03/03/06
WET SEAL	Canada	N/A 12/06/96	TMA333813 11/06/87
WET SEAL	Canada	1134462 03/15/02	TMA699099 10/22/07
THE WET SEAL	Colombia	97067077 11/14/97	208888 05/29/98
THE WET SEAL	Colombia	97067078 11/14/97	208907 05/29/98
WET SEAL	Europe	626200 09/05/97	626200 06/05/99
WET SEAL	Europe	2647345 04/08/02	2647345 05/31/04
WET SEAL	India	2273324 01/27/12	2273324 01/27/14
WET SEAL	Jamaica	59607 01/11/12	59607 01/11/12 (remains same)
BLUE ASPHALT	Japan	9-167688 10/15/97	4350971 01/14/00
CONTEMPO CASUALS (Word Only)	Japan	2012-5870 01/31/2012	Pending
THE WET SEAL	Japan	9-167687 10/15/97	4303575 08/06/99

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Serial Number or Registration Number</u>
WET SEAL	Japan	135219/95 12/28/95	4011764 06/13/97
WET SEAL	Japan	135220/95 12/28/95	4011765 06/13/97
WET SEAL	Japan	135221/95 12/28/95	4011766 06/13/97
ARDEN B. (Word)	Mexico	1045109 11/03/09	1131701 11/03/09
ARDEN B. (Word)	Mexico	1045110 11/03/09	1150962 11/03/09
ARDEN B. (Word)	Mexico	1045111 11/03/09	1140733 11/03/09
ARDEN B. (STYLIZED)	Mexico	553261 06/24/02	872949 03/28/05
ARDEN B. (STYLIZED)	Mexico	553264 06/24/02	868043 02/23/05
ARDEN B. (STYLIZED)	Mexico	553265 06/24/02	1024394 02/20/08
ARDEN B. (STYLIZED)	Mexico	553266 06/24/02	804394 08/15/03
ARDEN B. (STYLIZED)	Mexico	553262 06/24/02	818801 01/26/04
BLUE ASPHALT	Mexico	05/22/08 935783	01/27/09 1081250
BLUE ASPHALT	Mexico	05/22/08 935784	11/28/08 1074894
BLUE ASPHALT	Mexico	05/22/08 935785	11/28/08 1074895
WET SEAL	Norway (Madrid)	A0027600/ 12/14/11	1,508,250 (U.S.) 10/11/88
ARDEN B	Panama	150314 04/11/06	150314 04/11/06
ARDEN B	Panama	150310 04/11/06	150310 04/11/06
ARDEN B	Panama	150311 04/11/06	150311 04/11/06
BLUE ASPHALT	Peru	48067 09/16/97	42542 01/14/98
BLUE ASPHALT	Peru	48065 09/16/97	42540 01/14/98

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Serial Number or Registration Number</u>
BLUE ASPHALT	Peru	49743 09/16/97	13369 01/20/98
BLUE ASPHALT	Peru	48063 09/16/97	42539 01/14/98
BLUE ASPHALT	Peru	48066 09/16/97	42541 01/14/98
THE WET SEAL	Peru	49747 09/18/97	13370 01/20/98
WET SEAL	Peru	528158 03/24/13	Pending
WET SEAL	Philippines	4-2011-501953 12/28/11	4-2011-501953 06/07/12
CONTEMPO CASUALS	Puerto Rico	03/04/94	8045 06/13/89
WET SEAL	Saudi Arabia	180737 04/09/12	180737 04/09/12
WET SEAL	Singapore (Madrid)	A0027600 12/14/11	1,508,250 (U.S.) 10/11/88
WET SEAL	Switzerland (Madrid)	A0027600 12/14/11	1,508,250 (U.S.) 10/11/88
ARDEN B	Singapore (Madrid)	A0027644 12/14/11	IR Reg. No.: 1105350 (based on U.S. Reg. No.: 2,879,970) Singapore Reg. No.: T1201988A
ARDEN B	Switzerland (Madrid)	A0027644 12/14/11	2,879,970 (U.S.) 08/31/04
ARDEN B	Trinidad/ Tobago	44767 01/05/12	Pending
WET SEAL	Trinidad/ Tobago	44768 01/05/12	Pending
WET SEAL	United Arab Emirates	173668 05/15/12	Pending

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 27th day of May, 2015, a true copy of the foregoing was served by email and by U.S. first-class mail upon counsel for the Applicant identified in the attached Service List.

/s/ Daniel L. Scales

Daniel L. Scales

SERVICE LIST:

James D Weinberger
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