# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Branded, LLC		108/10/2009 I	LIMITED LIABILITY COMPANY: GEORGIA

#### **RECEIVING PARTY DATA**

Name:	Global Brand, LLC	
Street Address:	101 Huntington Avenue	
Internal Address:	10th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02199	
Entity Type:	JOINT VENTURE: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0854677	SALTY DOG

#### **CORRESPONDENCE DATA**

Fax Number: (843)577-7708

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8435777700

Email: bckillough@charleston.net

Correspondent Name: B. Craig Killough
Address Line 1: 885 Island Park Drive

Address Line 4: Charleston, SOUTH CAROLINA 29492

ATTORNEY DOCKET NUMBER:	816.016
NAME OF SUBMITTER:	B. Craig Killough
Signature:	/B. CRAIG KILLOUGH/
	TRADEMARK

TRADEMARK
REEL: 004046 FRAME: 0697

OP \$40.00 0854677

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Date:	08/17/2009	
Total Attachments: 5 source=Branded LLC to Global Brand LLC#page1.tif source=Branded LLC to Global Brand LLC#page2.tif source=Branded LLC to Global Brand LLC#page3.tif		
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# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into as of the 10 day of August, 2009, by and between Global Brand, LLC, a Delaware Joint Venture consisting of Branded LLC (a Georgia limited liability company) and Gordon Brothers Group (a Delaware limited liability company) (said Joint Venture referred to as the "Company"), and Branded, LLC, a Georgia limited liability company on (hereinafter the "Assignor").

WHEREAS, Assignor is the owner of US Registration number 0854677 for Salty Dog and Assignor is the owner of certain foreign "Salty Dog" and Design registrations in New Zealand, Hong Kong and Switzerland as set forth on Schedule A ("Assigned Marks");

WHEREAS, Company desires to acquire all of the right, title and interest that Assignor has in and to the Assigned Marks, including such goodwill of the business as is symbolized thereby and such common law rights as are associated therewith; and

WHEREAS, the parties are willing to now close on an assignment on the terms and conditions set forth herein.

NOW, THEREFORE, for one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Company agree as follows:

- 1. <u>Transfer of Assigned Mark</u>. Assignor hereby transfers and assigns all of its right, title and interest that Assignor has in and to the Assigned Marks, and the registrations therefore, together with such goodwill of the business symbolized thereby.
- 2. <u>Entire Agreement</u>. The provisions of this Agreement constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.
- 3. Governing Law. This Agreement shall be interpreted under the laws of the State of New York.
- 4. <u>Successors: Assigns</u>. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

[Signatures appear on the following page.]

TRADEMARK REEL: 004046 FRAME: 0699

# [Signature Page of the Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have hereunto set their hand this <u>b</u> day of August, 2009.

Branded, LLC, A Georgia limited liability

company

Its: Manager

STATE OF TEXAS COUNTY OF DALLAS

Personally appeared before me, Rafael Klotz, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this \\2\frac{1}{2}\day of August, 2009.

Notary Public

My Commission Expires:

KEITH CARLOS COJOE My Commission Expires December 7, 2010

Global Brand LLC

By its partners and joint venturers

Gordon Brothers Brands, LLC

A Delawaye//mited liability company

STATE OF MASSACHUSETTS COUNTY OF SUFFOLK

Personally appeared before me, Rafael Klotz, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 12 day of August, 2009.

Whauseen f. (Bally Notary Public

My Commission Expires:

MAUREEN P. GALLAGHER
Notary Public
Commonwealth of Massachusetta
My Commission Expires

June 30, 2011

TRADEMARK
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## Schedule A

## ASSIGNED MARKS

New Zealand "Salty Dog" and Design Trademark Registration No. 186053

Hong Kong "Salty Dog" and Design Trademark Registration No. 19910461

Switzerland "Salty Dog" and Design Trademark Registration No. 395767

USPTO Registration No. 0854677

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**RECORDED: 08/17/2009**