

## 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
Mr Edward M. Soares		05/03/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	ABG Sinister IP, LLC		
Street Address:	100 West 33rd Street		
Internal Address:	Suite 1007		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3816165	S	
Registration Number:	3823577	SINISTER BRAND	
Registration Number:	3305654	SINISTER	
CORRESPONDENCE DATA			
Fax Number:	2127602419		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 760 2148		
Email:	tdipaolo@authenticbrandsgroup.com		
Correspondent Name:	Terri L. DiPaolo, Esq.		
Address Line 1:	100 West 33rd Street		
Address Line 2:	Suite 1007		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Terri L. DiPaolo		

OP \$90.00 3816165

Signature:	/Terri L. DiPaolo/
Date:	05/04/2012
Total Attachments: 2 source=sinister_us_tm_assign.05032012#page1.tif source=sinister_us_tm_assign.05032012#page2.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment, dated the 03 day of MAY, 2012 (the "Effective Date") is made BETWEEN:

**EDWARD M. SOARES**

4700 Paseo De Las Tortugas, Torrance, CA 90505  
United States of America

(the "Assignor")

OF THE FIRST PART

AND:

**ABG SINISTER IP, LLC**

100 West 33<sup>rd</sup> Street, Suite 1007, New York, NY 10001  
United States of America

(the "Assignee")

OF THE SECOND PART

WITNESSES THAT in consideration of the sum of \$1.00 of lawful money of the United States now paid by the Assignee to the Assignor and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Assignor hereby conveys, transfers and assigns to the Assignee all right, title and interest which the Assignor has in and to the following:

- (a) United States Trademark Registration No. 3,816,165; United States Trademark Registration No. 3,305,654; United States Trademark Registration No. 3,823,577 (collectively, the "Trademarks");
- (b) All goodwill appertaining to the said Trademarks;
- (c) The right to sue for all past, present and future infringement of the said Trademarks by third parties; and
- (d) The rights of the Assignor in and to:
  - (1) The Application to register said Trademarks and the rights of the Assignor in and to the Registration resulting from such Application; and
  - (2) The Registration of the said Trademarks in the United States and all countries of the world.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. The parties agree that delivery of an executed copy of this Agreement by electronic facsimile transmission, or other means of electronic communication capable of producing a printed copy, will be deemed to be execution and delivery of this Agreement as of the date on which it was executed.

EXECUTED and DELIVERED by the Assignor to have effect from and after the Effective Date.

**EDWARD M. SOARES**

Per: Edward Soares

The Assignee hereby accepts the above assignment and appoints Terri L. DiPaolo of 100 West 33<sup>rd</sup> Street, Suite 1007, New York, NY 10001 as its Agent and the firm to which any Notice in respect of the Trademarks may be sent and upon which service of any proceedings in respect the Trademarks may be given or served with the same effect as if they had been given to or served upon the Assignee,

EXECUTED and DELIVERED by the Assignee to have effect from and after the Effective Date.

**ABG SINISTER IP, LLC**

Per: [Signature]  
Authorized Signatory