

OMB Collection 0651-0027 (exp. 04/30/2015)

United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

David Reeves
1233 Lilac Terrace
Los Angeles, CA 90026

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 31, 2013

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 3XN LLC.

Street Address: 345 Southend Ave Suite 5D

City: New York

State: NY

Country: USA Zip: 10280

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3004096 - 4 October 2005

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Standard Character Mark "Defend Brooklyn"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: David Reeves

Internal Address: _____

Street Address: 1233 Lilac Terrace

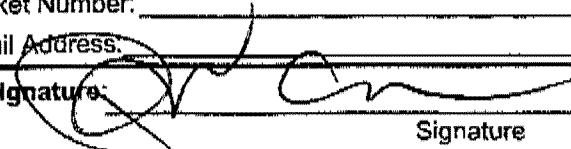
City: Los Angeles

State: CA Zip: 90026

Phone Number: _____

Docket Number: _____

Email Address: _____

9. Signature: 

Signature

David Reeves

Name of Person Signing

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

NOV 7, 2013
Date

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005217 FRAME: 0837

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LICENSE AND EQUITY AGREEMENT

This License and Equity Agreement is effective on the 1st day of January, 2013 and is by and between Neil Mossberg, an individual residing at 110 Greenwich Street, New York, New York 10018 and Alex B. Wright, an individual who resides at 67-30 Cycle Street, Forest Hills, New York 11375 (hereinafter collectively referred to as "Licensee"), and David Reeves, an individual having offices at 1456 Echo Park Avenue, Los Angeles, California 90026 (hereinafter referred to as "Licensor").

WHEREAS, Licensor is the owner of the Trademark, hereinafter defined; and

WHEREAS, Licensor and Licensee now wish to enter into a license agreement upon the terms and conditions contained herein, under which license Licensee shall have the exclusive right to utilize the mark in connection with the articles specifically defined hereunder as the Products for the Licensed Term, as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing, and of the respective covenants and agreements of the parties herein contained, the parties hereto agree as follows.

Definitions and Interpretations. In this Agreement, the following words shall have the meanings assigned to them hereunder:

"Trademark" - shall mean the "Defend Brooklyn" United States federal trademark registration number 3,004,096 for clothing, namely tee shirts, shirts, shorts, pants, swimsuits, socks, footwear, hats, caps, blouses, sweaters, underwear, vests, tank tops, skirts, sweat shirts and sweat pants, including, without limitation, all related designs, logos, trademarks, service marks, trade names and copyrights, whether owned by Licensor now or in the future as set forth herein.

"Products" - shall mean tee shirts, shirts, shorts, pants, swimsuits, socks, footwear, hats, caps, blouses, sweaters, underwear, vests, tank tops, skirts, sweat shirts and sweat pants and such other products as may be agreed between the parties in writing from time to time during the Term of this Agreement. Provided that any items described in this Subdivision, which shall not be agreed between the parties shall remain the exclusive property of the Licensor.

"Licensed Property" - shall mean all advertising materials, labels, catalogs, hang tags, brochures, business forms, trade mailers, display units, stationery, posters, packaging, hangers and other goods utilizing the Trademark.

"Territory" - shall mean the world.

"Net Sales" - shall mean the gross price of all sales by Licensee of the

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Products, less actual returns and quantity discounts, tax and any shipping and freight expenses. Net Sales includes all transactions of Products distributed by Licensee or any of its affiliates, associates or subsidiary companies, whether or not charged. Regarding all sales, transfers or other deliveries made by Licensee to any other purchaser which does not deal at arm's length with Licensee, the selling price shall be computed on an amount equal to the price at which Licensee or its affiliates, at the time of such sales, transfers or deliveries would invoice the same or similar items to purchasers dealing at arm's length with Licensee. The term "affiliate" shall mean any entity in which Licensee has a direct or indirect ownership interest (other than insubstantial interest in publicly held companies) or any entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Licensee, or which is contracted with Licensee for the purposes of performing under this Agreement.

License Term. This Agreement shall commence on the effective date hereof, and continue for until December 31, 2014 (hereinafter "Initial Term"); provided, however, that the Agreement may be renewed for successive two (2) year periods upon the mutual consent of Licensor and Licensee and provided that Licensee is not in breach of this Agreement. Said mutual consent shall be in each parties' sole discretion and shall be in writing and executed at least three (3) months prior to the expiration of the Initial Term hereof or any applicable extensions or renewals.

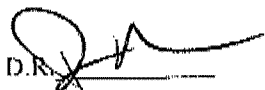
The License. Licensor hereby grants to Licensee the exclusive and non-assignable right to use the Trademark and artwork in the design, manufacture, distribution, advertising, promotion and sale of the Products in the Territory. Licensee's rights under this license shall preclude all others, including Licensor, from using and/or licensing the Trademark in connection with the manufacture, advertising, promotion, sale and/or distribution of the Products in the Territory during the License Term. This Agreement shall be construed as a license of trademark rights and related intellectual property rights owned by Licensor. The parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Licensee shall not have the right to sub-license Products without the written consent of Licensor. Licensee may have the Products manufactured and distributed by independent contractors, without Licensor's prior written approval.

Royalty. Licensee shall pay Licensor a royalty in the amount of five percent (5%) of the Net Sales of all Products sold or shipped during the Term of this Agreement. All payments required under this Agreement shall be in U.S. Dollars and shall be payable at the location and manner that Licensor shall specify.

Quarterly Reports and Payments.

Within twenty (20) days following the end of each quarter during the License Term, and irrespective of whether any Products were sold during the preceding quarter to which

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the statement relates, Licensee shall furnish Licensor with:

A royalty statement, certified to be accurate by an officer of Licensee, completely and accurately specifying on such statement as mutually agreed between the parties, including the gross sales, returns, Net Sales and the number and description of each Product sold or distributed by Licensee during the preceding month; and

A check, free from set off or deduction, in payment of the amount shown to be owing to Licensor for the preceding quarter for royalties (as shown in the royalty statement).


Time is of the essence regarding all payments due hereunder. Licensor's acceptance of any payment shall be without prejudice to Licensor's right to verify and collect any amounts due hereunder. Late royalty payments shall bear interest at the rate of ten percent (10%) per annum until paid.

Production Methods and Standards. Licensee shall furnish to Licensor, and at no expense to Licensor, artwork, jpegs, pre-production samples or other mutually agreed upon presentation of each item of Products that Licensee intends to manufacture or distribute under the Trademark. Licensor shall have the right to exercise quality control over the Products manufactured and sold by Licensee. Licensee shall incorporate said reasonable changes or corrections. Should Licensor fail to specifically reject the proposed Products within twenty four (24) hours of receipt of the samples, said Products will be deemed acceptable to Licensor. Licensee shall make no material changes in any sample approved by Licensor without resubmitting the sample for re-approval and shall manufacture Products substantially in accordance with the approved sample. Licensee shall not sell Substandard Products under the Trademark without obtaining the prior written consent of Licensor. Licensor may prohibit Licensee from using the Trademark on any Products which in the reasonable opinion of the Licensor fails to conform to the quality and design standards of Licensor or for which sub-contractors are found to be in violation of federal or state laws, statutes or regulations.

Licensed Property Approval. Prior to the manufacture of all packaging, including all labels, tags, hang tags, catalogs, advertising, publicity material and promotional or display material, Licensee shall provide Licensor, at no expense to Licensor, samples or other mutually agreed upon presentation of each item that Licensee intends to manufacture or distribute under the Trademark. Licensor shall have the right of approval of said items. Licensee shall make and incorporate said changes or corrections of Licensor. Should Licensor fail to specifically reject any of the proposed items within twenty four (24) hours of receipt of the samples, then said items will be deemed acceptable to Licensor.

Marketing and Best Efforts. Licensee shall exert its best efforts to manufacture, design, sell and ship the Products and develop a marketing plan to accomplish the foregoing and

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to use its best efforts to implement such plans; maintain personnel and facilities sufficient to adequately accomplish the foregoing; and maintain reasonably sufficient supplies of Products to promptly and accurately execute orders received.

Use and Display of Trademark. Licensee will use the proper trademark and copyright notices under the applicable law of the Territory in connection with the Trademark. Such notices shall appear in the screen for any screen-printed design or on any packaging, label or tag affixed to the Products, provided the same does not interfere with the Product design.

Licensee's Records. Licensee shall keep and maintain at its regular place of business complete books and records covering all transactions relating to the Products and to this Agreement. Such books and records shall be kept for at least three (3) years after the fiscal year relating to the information therein contained. Upon ninety six (96) hours prior written notice, Licensor or its duly authorized representatives shall have the right to inspect and to make extracts from, such records and all other documents; provided, however, that Licensor shall have the right to conduct such audit not more than twice per calendar year. The costs of said audit shall be borne by Licensor. However, if any audit reveals an underpayment by Licensee of five percent (5%) or more, Licensee shall pay forthwith the cost of the audit and all payments found to be due with the maximum legal rate of interest thereon from the day the payment had to be done.

Legal Actions. Licensee shall promptly notify Licensor in writing of any infringements, claims or actions by others in derogation of the License Rights; provided, however, that Licensor shall have the sole right to determine whether any action shall be taken on account of such infringements, claims or actions, after considering the advice and suggestion of Licensee. Licensee shall not take any action on account of any such infringement, claim or action without the prior written consent of Licensor. In the event Licensor allows Licensee to take action on account of any such infringement, claim or action, Licensee shall bear all costs and expense related thereto and shall be entitled to retain any and all awards, judgments or settlement sums should Licensee prevail in such an action. Licensee shall not settle any matter relating to the Licensed Property, Products or Trademark without the prior written consent of Licensor. Licensor agrees to take all commercially reasonable efforts to defend and/or prosecute, as is appropriate, any infringements, claims or actions by others in derogation of the License Rights.

Ownership of Trademark.

Except as otherwise set forth herein, nothing in this Agreement shall give to Licensee any right, title or interest in the Trademark and such Trademark are the sole property of Licensor. All use of the Trademark by Licensee shall inure only to the benefit of Licensor. Licensee will not seek or obtain any registration of the Trademark in any name or participate directly or indirectly in such registration without Licensor's prior written permission.

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In the event that Licensee provides during the Initial Term to Licensor, a payment in the amount of Three Thousand Dollars (\$3,000.00), then Licensor shall assign and transfer sixty six and two thirds percent (66 2/3%) ownership rights to the Trademark to Licensee. The cost for the assignment and filing of the same with the United States Patent and Trademark Office shall be divided equally between the parties. In the event that Licensor is not paid said amounts by such time, then the equity ownership option set forth herein shall terminate.

Upon assignment of the Trademark as noted above in Subdivision b of this Section, royalties shall no longer be paid on the Net Sales of the Products, but instead, Licensor shall be paid 33 1/3% of the Net Profits of the Net Sales of the Products every three (3) months thereafter. For the purpose of this Agreement, the term "Net Profits" shall mean the wholesale selling price of the Products, less the pro-rata bona fide costs for such Products including trade show, promotional and sales expenses. Notwithstanding any other provision of this Agreement, if Licensee satisfies the condition of Subdivision b of this Section, and Licensor fails to perform within fifteen (15) business days following said performance by Licensee, then Licensee may proceed to directly file all necessary documents transferring said 66 2/3% ownership rights to Licensee with the United States Patent and Trademark Office.

Insurance. Licensee may, but shall not be obligated to, purchase a policy of insurance in effect during the term of this Agreement, insuring against those risks customarily insured under the comprehensive general liability policies, including "product liability."

Indemnification. The parties shall indemnify and hold each other harmless from any liability and expense (including, without limitation, attorneys' fees and costs) in connection with any claim arising out of this Agreement or in connection with each other's association, to the extent that such liability and expense is caused by the negligence, gross misconduct or intentional wrongdoing of the other party or any of it's directors, officers, employees, agents or affiliates.

Default. If either party, at any time, defaults or fails to fulfill any material term or obligation hereunder, the other party may, at its option, terminate this Agreement by giving the defaulting party at least thirty (30) days written notice of its intention to terminate; provided, however, that during the thirty (30) day notice period should the defaulting party remedy such default or breach, then said notice of termination shall be null and void; otherwise, this Agreement shall be considered terminated on the expiration of said thirty (30) day period.

Non-Curable Termination. Licensor shall be entitled to terminate the license at its sole discretion with written notice to Licensee upon the occurrence of any of the following events:

Licensee manufactures, sells, distributes, advertises or promotes any Product

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(including labels, hang tags and other packaging material) without having obtained the prior written approval by Licensor as required hereunder or after receipt of notice from Licensor disapproving or withdrawing approval of the same; or

Licensee fails to make a payment of royalties or other payments when due or fails to submit royalty statements as required herein.

Licensee asserts any ownership or proprietary interest in the Trademark or contests Licensor's ownership rights therein, except as permitted herein; or

A receiver is appointed by any person or a secured creditor takes possession directly or through an agent of a majority of the assets of Licensee; or a compromise or arrangement is proposed or made between Licensee and a majority of its creditors, or if an application is made to any court for an order summoning a meeting of creditors of Licensee or if Licensee becomes or is deemed insolvent.

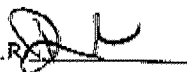
Upon termination of this Agreement, Licensee will do all such things and execute all such documents as Licensor may reasonably require to effect the termination of the license and the surrender of any rights conferred upon Licensee pursuant to this Agreement or in relation to the Trademark of Licensor.

Continuing Obligations on Termination.

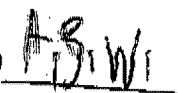
Upon termination of this Agreement, Licensee shall immediately cease all use of the Trademark and shall not use any marks deceptively similar thereto and, in particular, shall immediately:

- (1) Cease manufacture, sale and distribution of the Products except in accordance with this paragraph and delete any reference to the Trademark from any advertising, promotional or directory materials, including any reference to having been a licensee of the Trademark;
- (2) Within fifteen (15) days of termination, furnish Licensor with a full and complete statement setting forth (i) the inventory of Products manufactured or in the process of manufacturing, including the wholesale price thereof, (ii) the number of orders received, accepted and approved (iii) production and distribution schedules, and (iv) advertising and promotional schedules.
- (3) Licensee shall be entitled to sell its remaining inventory of Products for a period of ninety (90) days after termination; provided however that the submission of the inventory report and payment of all royalties is an express condition of Licensee's permission to sell the remaining inventory as set forth herein. Such sales shall be governed by the terms of

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this Agreement. After expiration of the said ninety (90) day period, Licensee shall completely remove the Trademark from any products not sold or distributed before the expiration of the sell off period.

The termination of this Agreement, for whatever reason, shall not relieve Licensee of any duties and obligations contained herein, including, but not limited to, the obligation to pay royalties and interest, furnish royalty statements, receive prior consent and approvals nor shall termination extinguish any rights of Licensor necessary to ensure an expeditious conclusion of this Agreement, including, without limitation, the right to inspect the books, records and facilities of Licensee.

Assignments or Transfer of Rights.

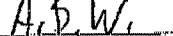
- a) Licensee shall not, sell, assign, sub-license, or transfer any of these rights under this Agreement or sell or transmit to any party any design, style, technology, or other items of a competitive nature which originated from Licensor.
- b) In the event Licensor shall receive a bona fide offer for the purchase of the Trademark, or any rights or privilege granted to Licensor by reason of this Agreement, and the offer of purchase shall be acceptable to Licensor, Licensor will not sell said interest or any portion thereof without first offering the same pursuant to this paragraph to Licensee. Licensee shall give Licensee the right to purchase said rights at the price and on the terms of the offer so made. This right shall be extended by Licensor giving written notice of the offer by registered mail to Licensee, requiring Licensee to accept the offer in writing and to sign a purchase agreement within forty-five (45) days after the mailing of the notice. In the event that Licensee does not purchase said rights on the terms set forth above, then the Right of First Refusal granted herein shall lapse.

Successors and Assigns. This Agreement shall be binding upon the parties, their legal representatives and successors.

Force Majeure. If either party is delayed or prevented from performing its obligations under any provisions hereof by reasons of fire, strike, labor dispute, government law or regulation, insurrection, war, public disaster, flood, unavoidable casualty, act of God or the elements, embargo, or any other material cause beyond the control of the breaching party, then the other party may not terminate this Agreement, unless the period of non-performance shall exceed one (1) month.

Notices. All notices, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by United States postal service, overnight delivery, email or facsimile with transmission verification. The effective notice date shall be the date of actual receipt by the party receiving the notice.

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Attorney's Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to immediate reimbursement from the other party for reasonable attorney's fees and costs in addition to any other relief to which it may be entitled. This attorney fee and cost provision shall also apply to any and all motions or applications made to the court in which the other party is permitted or required to respond, including but not limited to motions to quash, dismiss, change of venue, injunctive relief and all forms of discovery disputes. Payment of attorney fees to the prevailing party under this provision shall be paid within five (5) days after the court's decision on the applicable motion or hearing. Application of this paragraph is to be interpreted broadly.

Confidentiality. The parties may be exposed to artwork, designs, financial and sales information, improvements, concepts, processes and other confidential information regarding each other products, processes and businesses. Said confidential information is considered to be trade secrets and each party agrees not to disclose or divulge any confidential information to any other person, whatsoever, without the prior written approval by the other party. Neither party shall disclose to the public or any other third party any term of this Agreement except by compulsion of law. Breach of this provision shall be deemed a material breach.

No Waiver. No relaxation which either party may give at any time regarding the performance of any obligation hereunder shall prejudice or be a waiver of any rights under this Agreement.

No Joint Venture. This Agreement does not constitute and shall not be construed as an agency, partnership, or joint venture between the parties.

Applicable Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California and the parties agree that it is executed and delivered in that state. Any legal action to enforce or interpret the terms of this Agreement will be brought in the Los Angeles County Superior Court or District Court and the parties hereby submit to the venue and jurisdiction of said courts.

Severance. If any provision or term of this Agreement is held to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

No Variations. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior and contemporaneous agreements, whether written or oral, between the parties. This Agreement may be amended only by an instrument in writing which expressly refers to the Agreement and specifically states that it is intended to amend it. No party is relying on any warranties, representations, or inducements not set forth herein.

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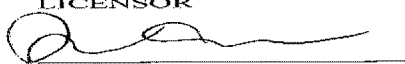
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Binding Effect. This Agreement shall not be binding and effective unless and until it is signed by a representative of Licensor and returned to Licensee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the day and year first above written.

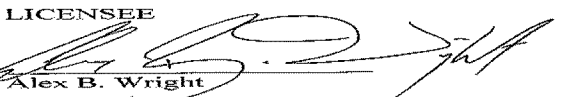
LICENSOR


David Reeves

LICENSEE

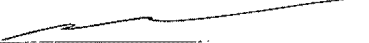
By: 
Neil Mossberg

LICENSEE

By: 
Alex B. Wright

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TRADEMARK

3XN

345 SOUTHEND AVE, 5D NY NY 10280

To Whom It May Concern,

I found out today the transfer was not approved. I did not receive the email that was send . I was told it was recent again but I still do not have. You will find enclosed the agreement in which the mark was to be transferred once payment was received. We sent Mr. Reeves payment and requested the mark be transferred to 3XN. Mr. Reeves signed the transfer documents.

Thank You,

Neil Mossberg


well,

THIS LETTER CONTAINS THE
ORIGINAL COPY SIGNED BY
ME ON NOV 7, 2013.

Dave Adams

Please transfer Defend Brooklyn registration number 3004096 to 3XN LLC.

Thank You ,

Alex Wright  11/7/13
Clyde
67-30 Clyde Street
Forest Hills NY 11375