

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TEGRIN HOLDINGS LLC		06/01/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RETROBRANDS USA LLC		
<b>Street Address:</b>	POB 11106		
<b>City:</b>	FORT LAUDERDALE		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33339		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4081335	TEGRIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9544869558		
<i>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.</i>			
<b>Phone:</b>	954- 203-3097		
<b>Email:</b>	jeff@retrobrands.net		
<b>Correspondent Name:</b>	Jeffrey Kaplan		
<b>Address Line 1:</b>	POB 11106		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33339		
<b>NAME OF SUBMITTER:</b>	Fred Horowitz		
<b>SIGNATURE:</b>	/Fred Horowitz/		
<b>DATE SIGNED:</b>	06/16/2014		
<b>Total Attachments: 3</b>			
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OP \$40.00 4081335

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made and entered into as of June 1, 2014 (the "Assignment Date"), by and between **TEGRIN Holdings, LLC**, a New Jersey limited liability company, having its principal place of business at 594 Jersey Avenue, New Brunswick, New Jersey 08901 (hereinafter collectively referred to as "**TEGRIN**") and **RetroBrands USA, LLC**, having its principal place of business at 1771 Blount Road, Suite 203, Pompano Beach, Florida 33069 (hereinafter referred to as "**RETRO**"), (each individually a "Party" and collectively referred to as the "Parties"), who agree as follows:

### BACKGROUND

WHEREAS, Retro is a Member of **TEGRIN Holdings, LLC**, pursuant to a certain Operating Agreement, dated June 27, 2013, (the "**Operating Agreement**"); and

WHEREAS, Retro, pursuant to the Operating Agreement, made a certain initial Capital Contribution (as defined in the Operating Agreement) to **TEGRIN**, which included certain Licensed Property (as defined in Paragraph 1 below); and

WHEREAS, **TEGRIN** has now agreed to assign any and all right, title and interest in may have in such Licensed Property to Retro; and

WHEREAS, Retro has agreed to accept such assignment of the Licensed Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### Section 1. Licensed Property.

"Licensed Property" under this Assignment Agreement shall mean the following:

- A. **TEGRIN**  
U.S. Registration Number 4081335; and
- B. **TEGRIN**  
Registration Application Canada Serial Number 1544515.

#### Section 2. Assignment.

**TEGRIN** hereby assigns any and all rights, title and interest it may have in the Licensed Property to Retro.

#### Section 3. Mutual Releases.

Each of the Parties, on behalf of each of themselves and each of their respective officers, members, managers, agents, employees, successors and assigns (the "Releasing Parties"), do hereby

generally release now and forever discharge the other Party, and each of their respective officers, members, managers, agents, employees, attorneys, successors and assigns (the "Released Parties") of and from any and all manner of claims, debts, costs, contracts, liens, accounts, demands, actions, suits, causes of action, obligations, amounts, expenses, attorney's fees, damages, judgments, orders and liabilities of every kind and nature, known or unknown, suspected or unsuspected, fixed or contingent, in law or in equity, arising out of or in any way connected with or related to the Operating Agreement and this Assignment Agreement that the Releasing Parties now have up to the Assignment Date, or at anytime hereafter may have, against the Released Parties with regard to the Licensed Property.

#### **Section 4. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws in effect in the State of New Jersey.

#### **Section 5. Further Assurances.**

Each of the Parties agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Assignment Agreement.

#### **Section 6. Execution of Counterparts.**

To facilitate execution, this Assignment Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that all such signatures appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Assignment Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

#### **Section 7. Severability.**

In the event that any provision of this Assignment Agreement shall be found in any jurisdiction to be in violation of public policy or illegal or unenforceable in law or equity, such finding shall not invalidate any other provision of this Assignment Agreement in that jurisdiction. If any provision hereof should be held invalid, illegal or unenforceable in any respect in any jurisdictions then, to the fullest extent permitted by Applicable Law:

A. all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intentions of the Parties hereto as nearly as may be possible;

B. such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction; and

C. the Parties shall promptly negotiate in good faith a replacement provision to carry out the intention of the invalid, illegal or unenforceable provision to the fullest extent permitted by Applicable Law.

To the extent permitted by Applicable Law, each Party hereby waives any provision of Applicable Law that would render any provision hereof prohibited or unenforceable in any aspect. "Applicable Law" means applicable national, federal, state, provincial, local or other laws, statutes, rules, regulations and guidances, including rules, regulations, guidances, guidelines or other requirements of regulatory authorities or other governmental authorities, as in effect from time to time in any jurisdiction.

**Section 8. Entire Agreement.**

This Assignment Agreement, including its recitals and exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. The Parties each acknowledge that they have read and understood the terms of this Assignment Agreement and have been represented by legal counsel in connection with the negotiation and execution of this Assignment Agreement.

**Section 9. Authority.**

Each Party warrants and represents to the other Party that it has the exclusive legal right, power and authority to enter into this Assignment Agreement, grant this release to forever settle any claim arising out of the License Agreement.

**Section 10. Headings.**

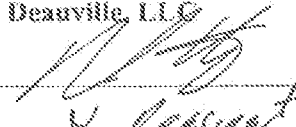
The paragraph and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Assignment Agreement to be effective as of the Assignment Date.

TEGRIN Holdings, LLC

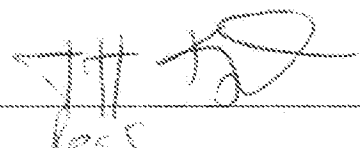
RetroBrands USA, LLC

A.P. Deauville, LLC

By:  \_\_\_\_\_

Title: V. President

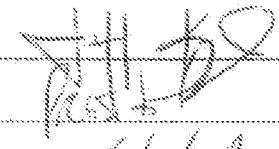
Date: 6/11/14

By:  \_\_\_\_\_

Title: CEO

Date: 6/9/14

RetroBrands USA, LLC

By:  \_\_\_\_\_

Title: CEO

Date: 6/9/14