

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
3 X N, LLC		01/01/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DFBK, LLC		
<b>Street Address:</b>	780 Third Avenue, 7th Fl		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3004096	DEFEND BROOKLYN	
<b>Registration Number:</b>	4617558	DEFEND BROOKLYN	
<b>Serial Number:</b>	86437307	DEFEND BROOKLYN	
<b>Serial Number:</b>	86205577	DEFEND BROOKLYN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8662775486		
<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>Email:</b>	anibal@hoffmanluque.com		
<b>Correspondent Name:</b>	Anibal A. Luque		
<b>Address Line 1:</b>	40 Clinton Street, 5A		
<b>Address Line 4:</b>	Brooklyn, NEW YORK 11201		
<b>NAME OF SUBMITTER:</b>	Anibal A. Luque		
<b>SIGNATURE:</b>	/Anibal A. Luque/		
<b>DATE SIGNED:</b>	01/02/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK AGREEMENT

This Trademark Agreement is effective on the 1st day of January 2015, and is by and between 3 X N, LLC, a limited liability company having offices at 345 South End Avenue, New York, New York 10280 (hereinafter referred to as "Transferor", and DFBK, LLC, a limited liability company, having offices at 780 Third Avenue, 7th Floor, New York, NY 10017 (hereinafter referred to as "Transferee").

WHEREAS, Transferor is the owner of the Trademark or has an ownership interest in and to the Trademark, hereinafter defined; and

WHEREAS, Transferor and Transferee now wish to enter into an agreement upon the terms and conditions contained herein, under which Transferor desires to transfer all of Transferor's rights, title, and interest in and to the Trademark to Transferee and to thereafter cease any continuing rights of and to the Trademark;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** 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, sweatshirts, and sweat pants, including, without limitation, all related designs, logos, trademarks, service marks, trade names and copyrights, including the trademarks identified by serial number or registration number in Exhibit A, attached herein, and any other trademark, whether owned by Transferor or another party, 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 decided by the Transferor or Transferee.

2. **Assignment.** Transferor irrevocably assigns, grants and transfers to Transferee, all of Transferor's right, title and interest in and to the Trademarks, if any, including all common law rights, and any and all trademark registrations and applications, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks (the "Assignment").

To the extent that Transferee is seeking to perfect the ownership of the Trademark and Transferor has not perfected the ownership of the Trademark by the Effective Date, Transferor agrees to promptly assign ownership of the Trademark to Transferee, in

3 X N, LLC 

DFBK, LLC 

**TRADEMARK**

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accordance with the terms of this Agreement, and further agrees to take all steps necessary to promptly expedite any perfection of ownership in and to the Trademark. Transferor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademark to Transferee as owner of all right, title and interest therein, or otherwise as Transferee may direct, in accordance with the terms of this Assignment. The cost for the assignment and filing of the same with the United States Patent and Trademark Office shall be borne by the Transferee.

3. **Execution and Delivery.** Upon Transferee's request, Transferor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any real or intangible property as may be necessary to vest in and secure unto Transferee the full right, title and interest in and to the Trademark and to protect and enforce the Trademark.

4. **Representations and Warranties.** Transferor represents and warrants that Transferor has the full right to convey the entire right, title, and interest herein assigned, and that Transferor will not take any action, use any trademark, or execute any instrument or grant or transfer any rights, title, or interests inconsistent with the rights, title and interests assigned herein; and this Agreement constitutes a valid and binding obligation of Transferor enforceable against it in accordance with its terms.

5. **Limitations of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARK, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Indemnification.** Each Party agrees to defend, indemnify, and hold the other Party harmless from, against, and in respect of any and all claims, costs, expenses (including reasonable attorneys' fees), liabilities, obligations, losses, damages, actions, suits or proceedings, of any nature (i) arising in connection with the breach of any representation, warranty or covenant under this Agreement; (ii) arising from or in connection with the assertion against the other Party of any claim, whether at law or equity, in contract or in tort, or under or by virtue of any statute, regulation, or common law theory of liability, including any claim for payment or performance of any obligation, debt, or liability, whether fixed or contingent, arising in connection with any infringement or other claim relating to or resulting from the negligence or willful misconduct of either Party, its officers, directors, employees, agents, assigns, or contractors.

7. **Severability.** In the event that any one or more of the provisions contained in this Agreement is or are held invalid, illegal, or unenforceable in any respect under a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

3 X N, LLC

DFBK, LLC

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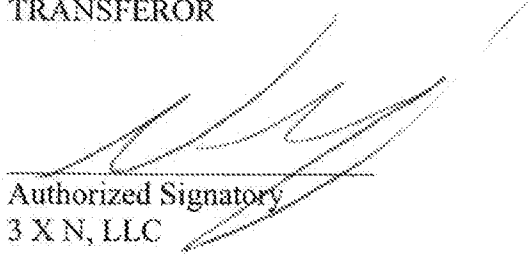
8. **Dispute Resolution.** Any dispute or difference between the Parties hereto arising out of or relating to this Agreement shall be settled by arbitration in the state of New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA").

9. **Entire Agreement.** This Agreement contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. No party shall be liable or bound to any other Party in any manner by representations, warranties, or covenants relating to such subject matter except as specifically set forth herein.

10. **Applicable Law.** This Agreement shall be governed by the laws of the State of New York without regard to its rules governing conflicts of law that would apply the law of another jurisdiction.

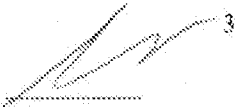
In witness hereof, the Parties affixed their signatures below, as of the Effective Date.

TRANSFEROR

  
Authorized Signatory  
3 X N, LLC

TRANSFeree

  
Authorized Signatory  
DFBK, LLC

3 X N, LLC 

DFBK, LLC 

TRADEMARK

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Exhibit A

1. Registration No. 3004096
2. Registration No. 4617558
3. Serial No. 86437307
4. Serial No. 86205577
5. Serial No. 86457389

3 X N, LLC

DFBK, LLC

TRADEMARK