

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346936

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRETORN AKTIEBOLAG		06/29/2015	COMPANY: SWEDEN
RECEIVING PARTY DATA			
Name:	ABG-Tretorn, LLC		
Street Address:	100 West 33rd Street, Suite 1007		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3078464	DUNKER	
Registration Number:	3276878	DUNKER GUMMI	
Registration Number:	2466860	MICRO X	
Registration Number:	1590980	NYLITE	
Registration Number:	1102189		
Registration Number:	212494	TRETORN	
Registration Number:	1003270	TRETORN	
Registration Number:	2228070	TRETORN	
Registration Number:	2866631	TRETORN	
Registration Number:	3516945	TRETORN	
Registration Number:	4500457	TRETORN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	legaldept@authenticbrandsgroup.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	100 West 33rd Street, Suite 1007		
Address Line 4:	New York, NEW YORK 10001		

OP \$290.00 3078464

ATTORNEY DOCKET NUMBER:	TRE
NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	07/06/2015
Total Attachments: 6 source=TRE ASsignment US Only#page1.tif source=TRE ASsignment US Only#page2.tif source=TRE ASsignment US Only#page3.tif source=TRE ASsignment US Only#page4.tif source=TRE ASsignment US Only#page5.tif source=TRE ASsignment US Only#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of June 29, 2015, by and between **TRETORN AKTIEBOLAG**, a company organised under the laws of Sweden with offices at Box 931, 251 09 Helsingborg, Sweden (the “**Assignor**”), and **ABG-Tretorn, LLC**, a Delaware limited liability company with offices at 100 West 33rd Street, New York, New York 10001 USA (the “**Assignee**”). Assignor and Assignee are sometimes hereinafter collectively referred to as the “**Parties**,” or individually as a “**Party**.”

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Transfer Agreement Regarding the Tretorn Brand dated June 29, 2015 (the “**Transfer Agreement**”);

WHEREAS, pursuant to the terms of the Transfer Agreement, the Assignor agrees to sell, transfer, assign, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the Intellectual Property Rights (as defined in the Transfer Agreement) in and to all trademarks, service marks, trade names, logos, slogans, brand names, trade names, and corporate names (whether or not registered), together with all translations, adaptations, derivations and combinations thereof, including those trademarks listed in Appendix 1 hereto, together with all goodwill of the business developed through the use of such trademarks, registrations and applications related to the foregoing (the “**Trademarks**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Transfer Agreement.
2. Assignment. Assignor does hereby sell, assign, convey and transfer to Assignee (i) all its right, title and interest (whether statutory, common law or otherwise) in and to the Trademarks; (ii) all claims, causes of action and other legal rights and remedies, whether or not known as of the date hereof, relating to the ownership of the Trademarks; and (iii) all other rights of any kind whatsoever of Assignor or any of its affiliates accruing under or pertaining to any of the foregoing. The foregoing assignment includes the exclusive rights to (a) apply for and maintain all registrations and renewals of the Trademarks, (b) bring actions or otherwise recover for infringements, dilutions or other violations thereof, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements, dilutions and other violations of the Trademarks, and (c) file documents reflecting changes of corporate name or form.
3. Acknowledgement. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor’s right, title and interest in and to the Trademarks and the related rights set forth in Section 1 of this Assignment.
4. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record

and register Assignee as the owner of the Trademarks, and to issue any and all Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Trademarks.

5. Further Assurances. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to effectuate, perfect, register, confirm and/or record the assignment granted herein with any applicable government entity.

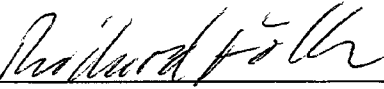
6. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

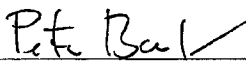
7. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party has received a counterpart signed by the other Party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

TRETORN AKTIEBOLAG

By: 
Name: Richard Folke
by Power of Attorney

By: 
Name: Peter Baehr
by Power of Attorney

ABG-Tretorn, LLC

By: _____
Name: James Salter
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

TRETORN AKTIEBOLAG

By:
Name: Richard Folke
by Power of Attorney



By:
Name: Peter Baehr
by Power of Attorney



ABG-Tretorn, LLC

By: 
Name: James Salter
Title: Chief Executive Officer

APPENDIX 1

TRADEMARKS

TRADEMARK	COUNTRY	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
DUNKER	United States of America	78310484	3078464	25	Registered
 dunker gummi	United States of America	78632939	3276878	17	Registered
MICRO X	United States of America	75461441	2466860	28	Registered
NYLITE	United States of America	73751038	1590980	25	Registered
 SERIE +	United States of America	940486	940486	28	Registered
 Shoe with Wing Device	United States of America	73039457	1102189	25	Registered
TRETORN	United States of America	71209789	0212494	25	Registered
TRETORN	United States of America	72454054	1003270	25, 28	Registered
TRETORN	United States of America	75406236	2228070	25, 28	Registered
TRETORN	United States of America	78211180	2866631	18	Registered
TRETORN	United States of America	77018028	3516945	25	Registered
TRETORN	United States of America	923053	923053	9	Registered

 TRETORN with Flag Logo	United States of America	85828650	4500457	18, 25, 28	Registered
 Wing Device	United States of America	870677	870677	18, 25	Registered