

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Times Three Clothier, LLC		04/24/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	RTPT Apparel, L.L.C.		
Street Address:	1641 W Carroll Ave		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60612		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3864196	RIPT FUSION	
Registration Number:	3801158	RIP'T FUSION	
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>			
Phone:	3125274100		
Email:	ds@saperlaw.com		
Correspondent Name:	Daliah Saper		
Address Line 1:	505 N. LaSalle St		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Daliah Saper		
SIGNATURE:	/Daliah Saper/		
DATE SIGNED:	09/03/2015		
Total Attachments: 7			
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AGREEMENT TO PURCHASE ASSETS

THIS AGREEMENT TO PURCHASE ASSETS ("Agreement") made and entered into this 24th day of April, 2015, by and between RIPT Apparel, LLC ("Buyer"), an Iowa limited liability company, and Times Three Clothier, LLC ("Seller"), a New York limited liability company. Collectively, the "Parties."

RECITALS

WHEREAS, Buyer desires to purchase all the trademarks, domain names, and social media accounts featuring or including the name RIPT FUSION, RIP'T FUSION, or any variation or iteration of the word "Ript" owned or otherwise controlled by Seller (collectively, the "Assets").

WHEREAS, Seller desires to sell and transfer all of its "Ript-based" trademarks, domain names, and social media accounts to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

I. Definitions.

"Buyer" means RIPT Apparel, LLC.

"Seller" means Times Three Clothier, LLC.

"Assets" mean the Assets as set forth in Section II which shall be transferred to Buyer under this agreement.

"Purchase Price" means the financial consideration provided Seller by Buyer for transfer of the assets as set forth in Section II.

II. Sale and Transfer of Assets.

a) Seller agrees to sell, assign, and deliver to Buyer, and Buyer shall purchase from Seller, Assets in exchange for consideration in the amount of \$8,000 (Eight Thousand United States Dollars) (the "Purchase Price"). The Assets shall be sold in accordance with Section V (the 'Representations and Warranties') and the Purchase Price shall be paid in accordance with Section VI (entitled "Terms of Payment").

b) Enumeration of Assets. The Assets shall include, without limitation, the following items:

i. Trademarks. All trademark rights in and registrations to Seller's RIP'T FUSION and RIPT FUSION marks, including, without limitation, (i) U.S. Registration Number 3864196, U.S. Registration Number 3801158, and E.U. Registration Number 0008749533 (with the associated goodwill of each) and (ii) common law trademark rights in the RIPT FUSION and RIP'T FUSION

names, logos, and marks, as well as any other name, logo, or mark incorporating or otherwise confusingly similar to the word "ript" (collectively, the "Trademarks").

ii. Internet Domain Names: The following internet domain name relating to Seller is part of the asset transfer, and Buyer shall own and enjoy full rights to this name in perpetuity: "riptfusion.com" Any other domain names or online accounts currently owned by Seller that contain or directly relate to the RIPT brand, including but not limited to www.twitter.com/RiptFusion, will also transfer to Buyer per this provision of the Agreement.

III. Closing of the Transaction. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place electronically (i.e., via e-mail or facsimile) on May 1, 2015, or such other time as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date."

IV. Order and Manner of Transfer. Title (if any) and control of the Assets shall be turned over to Buyer's attorney on or before the Closing Date. This includes, but is not limited to:

RIPT FUSION Trademark: U.S. Registration Number: 3801158

RIPT FUSION Trademark: U.S. Registration Number: 3864196

RIPT FUSION Trademark: E.U. Registration Number: 0008749533

riptfusion.com Domain: Location (URL): riptfusion.com

Twitter Account: Location: www.twitter.com/RiptFusion

Buyer's attorney shall be responsible for preparation of all transfer documents and shall hold all documents and other information relating to or evidencing the transfer of the Assets (the "Closing Documents") in escrow until Seller confirms receipt of the Purchase Price. If the Purchase Price has not been received by Seller by May 1, 2015, Buyer's attorney shall return all Closing Documents to Seller and this Agreement shall be deemed null and void.

V. Representations, Warranties, and Covenants.

a) To induce Buyer to enter into this Agreement and to perform Buyer's obligations hereunder, and with full knowledge that Buyer will rely thereon, Seller represents and warrants that the statements contained herein are correct and complete as of the date of this Agreement.

1) Seller has good and workable title to and rightful possession of the Assets, and each of the Assets is and shall, upon the delivery thereof to Buyer, be free and clear of all liens, claims, charges, encumbrances, pledges, hypothecations and security interests of any nature or type whatsoever. No other person has any rights with respect to any of the Assets, nor is any consent or approval of any third party needed to fully utilize and exploit the Assets as presently configured.

- 2) Seller is a company registered with the state of New York, duly organized, validly existing, and in good standing under the laws of the State of New York.
- 3) Seller has full right, power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby.
- 4) This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- 5) To Seller's knowledge, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will conflict with, violate or result in a breach of or default under (with or without the giving of notice or the passage of time, or both): (a) any license, instrument, lease, permit, arrangement, contract or agreement to which Seller is a party or by which Seller is bound; (b) the articles of incorporation or the bylaws of Seller (or other comparable charter documents); or (c) any law, statute, rule, regulation, order, judgment, decree, stipulation, injunction, charge or other restriction to which Seller is subject. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will result in the creation of any lien, claim, charge, encumbrance or security interest of any nature or type whatsoever with respect to the Seller's Assets. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will require any consent or approval of, or any filing with, any governmental entity or other person.
- 6) To Seller's knowledge the Assets do not conflict with or infringe upon the rights the intellectual property rights or other rights of others. Seller also represents that neither the trademarks nor the domain names are subject to any outstanding order, judgment, decree, stipulation, or agreement restricting in any material manner the licensing thereof by Seller. Seller has not entered into any agreement to indemnify any other person against any charge of infringement of any of the Assets, except in the ordinary course of business. Seller has not entered into any agreement granting any third party the right to bring infringement actions with respect to, or otherwise to enforce rights with respect to, any Assets. Seller has the exclusive right to file, prosecute, and maintain all applications and registrations with respect to the Assets developed or owned by Seller.
- 7) Seller is not subject to any outstanding injunction, judgment, order, decree, ruling or charge of any judicial or administrative body or agency relating to Seller's Assets, nor is Seller a party to, or, to Seller's knowledge, threatened to be made a party to, any action, suit, proceeding, hearing or investigation relating to Seller's Assets of, in, or before any court, arbitrator or other body or administrative agency of any federal, state, local or foreign government. There is no action, suit or other proceeding pending against Seller, in or before any court, arbitration, administrative agency or other body of any federal, state or local government, seeking to prevent or delay the consummation of the transactions contemplated

hereby.

- 8) There are no judgments, bankruptcies, executions, liens, encumbrances of any kind, or unpaid bills of any nature, pending against Seller's Assets that could in any way affect the title to the Assets or constitute a lien thereon, or which would in any way hinder or impede the free and clear transfer of the Assets conveyed hereby or the use thereof by Buyer.
- 9) To Seller's knowledge, nothing in this Agreement, nor any of the written statements, documents, certificates or other items prepared and supplied to Buyer in writing by or on behalf of Seller, in conjunction herewith contains any untrue statement of a material fact.
- 10) Seller represents and warrants and that it has disclosed and transferred to Buyer all social media and other internet accounts related to the Assets. Seller further represents and warrants that it will not create any new social media or other internet accounts related to or otherwise featuring the RIPT FUSION name and trademark.
- 11) Seller represents and warrants that it will not sell any clothing of any kind under the name RIPT FUSION or any name or mark featuring the word RIPT on or after the Closing Date.

b) To induce Seller to enter into this Agreement and to perform Seller's obligations hereunder, and with full knowledge that Seller will rely thereon, Buyer represents and warrants as follows:

- 1) Buyer is an Iowa limited liability company duly organized, validly existing and in good standing under the laws of the State of Iowa.
- 2) Buyer has the full right, power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby.
- 3) This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.
- 4) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will conflict with, violate or result in a breach of or default under (with or without the giving of notice or the passage of time, or both): (a) any license, instrument, contract or agreement to which Buyer is a party or by which Buyer is bound, or (b) the articles of organization or (or other comparable charter documents) of Buyer. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will require any consent or approval of, or any filing with, any governmental entity or other person.
- 5) There is no action, suit or other proceeding pending against Buyer, in or before

any court, arbitration, administrative agency or other body of any federal, state or local government, seeking to prevent or delay the consummation of the transactions contemplated hereby.

- 6) To Buyer's knowledge, nothing in this Agreement, nor any of the written statements, documents, certificates or other items prepared and supplied to the Seller in writing by or on behalf of Buyer in conjunction herewith contains any untrue statement of a material fact or omits a material fact necessary to make each statement not misleading.
- 7) Buyer understands and acknowledges that Seller has used the Trademarks on products that Seller has made and sold to retailers and to the general public (collectively, "Seller's Customers"). Buyer acknowledges and agrees that Seller's Customers shall continue to have the unfettered right to use the products distributed by Seller that may include the Trademarks, including for the purposes of reselling such products, without infringing upon or violating any of Buyer's rights acquired pursuant to this Agreement. Buyer covenants not to bring any claim, action, or other legal proceeding against any of Seller's Customers buy virtue of such customer's use or sale of products bearing the Trademarks that were acquired from Seller prior to the date of this Agreement.

VI. Terms of Payment. Buyer will pay Seller a total of \$8,000 United States Dollars on or before May 1, 2015 by wire transfer to the following account:

Bank Name: JP Morgan Chase

ABA: 021000021

Beneficiary Account Number: 801158981

Beneficiary Name: Times Three Clothier, LLC

VII. Limitation of Liability. To the maximum extent permitted by law, in no event will either Party be liable to the other party for any loss of profits, or indirect, special, incidental, exemplary, punitive or consequential damages of any kind whatsoever even if the Party was advised of the possibility of such damages in advance. Each Party's maximum liability for any and all causes of action arising out of or relating to this Agreement will be limited to the amount of the Purchase Price, Eight Thousand Dollars (\$8,000).

VIII. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IX. Severability. Any provision of this Agreement prohibited or rendered unenforceable by any applicable law shall be ineffective to the extent of such a prohibition or determination without invalidating the remaining provisions hereof.

X. Assignment. This agreement shall be binding upon and inure to the benefit of the parties herein and their respective successors and assigns. Buyer may, without need for any

consent or notice to Seller, assign all of its rights and obligations under this Agreement to any affiliate of Buyer, and such assignment shall release Buyer of all of its liabilities and obligations to Seller, provided such liabilities and obligations are fully assumed by Buyer's assignee.

XI. Expenses. Each party shall bear its own expenses incurred on its behalf with respect to this Agreement and the transactions contemplated hereby

XII. Governing Law. This Agreement was entered into and negotiated in New York, New York. For purposes of jurisdiction and judicial construction, this Agreement shall be governed and interpreted by the laws of the City, County, and State of New York and the Parties hereby agree and submit to the jurisdiction of New York County, New York.

XIII. Entire Agreement. This Agreement and all other agreements contemplated hereby sets forth the entire understanding of the Parties herein with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

XIV. Amendment and Waiver. This Agreement may only be amended or modified by an instrument in writing executed by the Parties.

XV. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signature pages shall be considered originals.

XVI. Construction. The Parties acknowledge that each Party was represented (or had the opportunity to be represented) by legal counsel in connection with this Agreement and the transactions contemplated by this Agreement and that each of them and its counsel have reviewed this Agreement, or have had an opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or any exhibits herein or thereto.

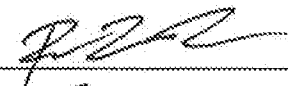
IN WITNESS WHEREOF, the Parties herein have executed this Agreement effective on the day and year first above written.

Times Three Clothier, LLC

By:

Print:

Title:



Richard Rothfeld

Member

Ript Apparel, LLC

By: *Matt Ingleby*

Print: Matt Ingleby

Title: CEO