

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367991

<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>
Mine O'Mine, LLC		12/17/2015	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABG-Shaq, LLC		
<b>Street Address:</b>	1411 Broadway, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 52</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4537819	DUNKM N	
<b>Registration Number:</b>	4537818	DUNKM N	
<b>Registration Number:</b>	4485481	DUNKMAN	
<b>Registration Number:</b>	2919666	DUNKMAN	
<b>Registration Number:</b>	4580411	DUNKMAN	
<b>Registration Number:</b>	4568552		
<b>Registration Number:</b>	4564462		
<b>Registration Number:</b>	2105617		
<b>Registration Number:</b>	3428609	SHAQ	
<b>Registration Number:</b>	4754072	SHAQ	
<b>Registration Number:</b>	2141174	SHAQ	
<b>Registration Number:</b>	4388336	SHAQ ATTAQ	
<b>Registration Number:</b>	4717948	SHAQ FU	
<b>Registration Number:</b>	4726018	SHAQDOWN	
<b>Registration Number:</b>	4765042	SHAQNOSIS	
<b>Registration Number:</b>	4684898	SHAQ'S ALL STAR COMEDY JAM	
<b>Registration Number:</b>	4754073	SHAQUILLE O'NEAL	
<b>Registration Number:</b>	4754074	SHAQUILLE O'NEAL	
<b>Registration Number:</b>	4813025	SHAQUILLE O'NEAL ALL STAR COMEDY JAM	
<b>TRADEMARK</b>			

OP \$1315.00 4537819

Property Type	Number	Word Mark
Registration Number:	4813024	SHAQUILLE O'NEAL'S ALL STAR COMEDY JAM
Registration Number:	4720764	SODA SHAQ
Serial Number:	86185635	COMEDY SHAQ
Serial Number:	86185639	COMEDY SHAQ
Serial Number:	86185629	COMEDY SHAQ
Serial Number:	86842328	COURAGEOUS BY SHAQUILLE O'NEAL
Serial Number:	85776172	DUNKMAN
Serial Number:	85906721	
Serial Number:	86745264	LEADERSHAQ
Serial Number:	85906944	SHAQ
Serial Number:	85906859	SHAQ
Serial Number:	85935892	SHAQ ATTAQ
Serial Number:	85948030	SHAQ FU
Serial Number:	85948061	SHAQ FU
Serial Number:	85948026	SHAQ FU
Serial Number:	85948054	SHAQ FU
Serial Number:	86569005	SHAQ JACK A J
Serial Number:	86569009	SHAQ JACK A J
Serial Number:	85926784	SHAQFIGHTER
Serial Number:	85926801	SHAQFIGHTER
Serial Number:	85926770	SHAQFIGHTER
Serial Number:	85926796	SHAQFIGHTER
Serial Number:	86568990	SHAQJACK
Serial Number:	86568995	SHAQJACK
Serial Number:	85935900	SHAQNOSIS
Serial Number:	86185624	SHAQR
Serial Number:	86185620	SHAQR
Serial Number:	86094385	SHAQRAMENTO
Serial Number:	86590062	SHAQTIN' A FOOL
Serial Number:	86590074	SHAQTIN' A FOOL
Serial Number:	85831879	SHAQUILLE O'NEAL
Serial Number:	85828920	THE WORLD IS MINE
Serial Number:	86851382	SHAQ

**CORRESPONDENCE DATA**

Fax Number:

*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.*

Email: trademark@abg-nyc.com

**Correspondent Name:** Bridgette Fitzpatrick  
**Address Line 1:** 1411 Broadway, 4th Floor  
**Address Line 4:** New York, NEW YORK 10018

**NAME OF SUBMITTER:** Bridgette Fitzpatrick

**SIGNATURE:** /Bridgette Fitzpatrick/

**DATE SIGNED:** 01/05/2016

**Total Attachments: 7**

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## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of December 17, 2015 by and between Mine O'Mine, LLC, a Nevada limited liability company ("Assignor") and ABG-Shaq, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, effective as of the Closing, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to all Transferred IP (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, the Transferred IP includes the trademarks and service mark registrations and applications for registration identified on the attached Schedule A (the "Assigned Trademarks"); and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks identified on Schedule A, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns (a) all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Closing and on the terms set forth in the Purchase Agreement; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Closing or thereafter in respect of any of the foregoing and (ii) rights to apply in any or

all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Closing and on the terms set forth in the Purchase Agreement.

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

4. Other Provisions. Sections 9.02 (Notices), 9.03 (Counterparts), 9.04 (Amendment of Agreement), 9.05 (Successors and Assigns; Assignability; Parties In Interest), 9.06 (Governing Law), 9.12 (Dispute Resolution; Submission to Jurisdiction), and 9.15 (Interpretation) of the Purchase Agreement are hereby incorporated by reference into this Agreement and the provisions of such Sections shall be applied, *mutatis mutandis*, to this Agreement.

5. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

6. Further Assurances. Without further consideration, at Assignee's reasonable request, Assignor agrees to execute and deliver such other documents and to take such other actions as the Assignee may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as may be necessary to effectuate, confirm and/or record the assignment in the Assigned Copyrights granted herein to Assignee with any applicable government entity.

*[Remainder of page intentionally left blank; signature page to follow.]*

**IN WITNESS WHEREOF**, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

**ASSIGNOR:**

**MINE O' MINE, LLC**

  
By: \_\_\_\_\_  
Name: Michael Dennis  
Title: \_\_\_\_\_

**ASSIGNEE:**

**ABG-SHAQ, LLC**

By: 

Name: KEVIN CLARKE

Title: CHIEF FINANCIAL OFFICER

**SCHEDULE A**

**Assigned Trademarks**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APP. NO</b>	<b>REG.NO</b>	<b>STATUS</b>
COMEDY SHAQ	United States of America	86185629		Pending
COMEDY SHAQ	United States of America	86185635		Pending
COMEDY SHAQ	United States of America	86185639		Pending
COURAGEOUS BY SHAQUILLE O'NEAL	United States of America	86842328		Pending
DUNKM N	United States of America	86132661	4537818	Registered
DUNKM N	United States of America	86132664	4537819	Registered
DUNKMAN	United States of America	85776172		Pending
DUNKMAN	United States of America	85223645	4580411	Registered
DUNKMAN	United States of America	85172447	4485481	Registered
DUNKMAN	United States of America	76977002	2919666	Registered
Dunkman Design (w/Backboard)	United States of America	74377474	2105617	Registered
Dunkman Design (w/Backboard)	United States of America	85172463	4568552	Registered
Dunkman Design (w/Backboard)	United States of America	85223677	4564462	Registered
Dunkman Design (w/Backboard)	United States of America	85906721		Pending
LEADERSHAQ	United States of America	86745264		Pending
SHAQ	United States of America	85906859		Pending
SHAQ	United States of America	85906944		Pending
SHAQ	United States of America	85906684	4754072	Registered
SHAQ	United States of America	74333818	2141174	Registered
SHAQ	United States of America	78875970	3428609	Registered



SHAQ	United States of America	86851382		Pending
SHAQ ATTAQ	United States of America	77725454	4388336	Registered
SHAQ ATTAQ	United States of America	85935892		Pending
SHAQ FU	United States of America	85948026		Pending
SHAQ FU	United States of America	85948054		Pending
SHAQ FU	United States of America	86229880	4717948	Registered
SHAQ FU	United States of America	85948030		Pending
SHAQ FU	United States of America	85948061		Pending
SHAQ JACK A J	United States of America	86569005		Pending
SHAQ JACK A J	United States of America	86569009		Pending
SHAQDOWN	United States of America	85811201	4726018	Registered
SHAQFIGHTER	United States of America	85926784		Pending
SHAQFIGHTER	United States of America	85926770		Pending
SHAQFIGHTER	United States of America	85926801		Pending
SHAQFIGHTER	United States of America	85926796		Pending
SHAQJACK	United States of America	86568990		Pending
SHAQJACK	United States of America	86568995		Pending
SHAQNOSIS	United States of America	85935900		Pending
SHAQNOSIS	United States of America	85982862	4765042	Registered
SHAQR	United States of America	86185620		Pending
SHAQR	United States of America	86185624		Pending
SHAQRAMENTO	United States of America	86094385		Pending
SHAQ'S ALL STAR COMEDY JAM	United States of America	77865412	4684898	Registered

SHAQTIN' A FOOL	United States of America	86590062		Pending
SHAQTIN' A FOOL	United States of America	86590074		Pending
SHAQUILLE O'NEAL	United States of America	85831879		Pending
SHAQUILLE O'NEAL	United States of America	85906889	4754074	Registered
SHAQUILLE O'NEAL	United States of America	85906877	4754073	Registered
SHAQUILLE O'NEAL ALL STAR COMEDY JAM	United States of America	77865405	4813025	Registered
SHAQUILLE O'NEAL'S ALL STAR COMEDY JAM	United States of America	77865404	4813024	Registered
SODA SHAQ	United States of America	85948073	4720764	Registered
THE WORLD IS MINE	United States of America	85828920		Pending