

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369211

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <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>                  |
| Lock & Key Goods, LLC   |  | 11/23/2015            | LIMITED LIABILITY COMPANY: ILLINOIS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Brachstar Enterprises LLC                          |                       |                                     |
| <b>Doing Business As:</b>   | Superfun Yoga Pants                                |                       |                                     |
| <b>Street Address:</b>  | 4810 Kensington Avenue                             |                       |                                     |
| <b>City:</b>  | Richmond   |                       |                                     |
| <b>State/Country:</b>   | VIRGINIA   |                       |                                     |
| <b>Postal Code:</b>   | 23226  |                       |                                     |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: VIRGINIA                |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 3993694  | SUPERFUN              |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 8047880115   |                       |                                     |
| <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>   | (804) 697-2065                                     |                       |                                     |
| <b>Email:</b>   | trademarks@spottsfain.com                          |                       |                                     |
| <b>Correspondent Name:</b>  | Dana D. McDaniel                                   |                       |                                     |
| <b>Address Line 1:</b>  | 411 E. Franklin St., Suite 600                     |                       |                                     |
| <b>Address Line 4:</b>  | Richmond, VIRGINIA 23219                           |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 149-00274.001                                      |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Dana D. McDaniel                                   |                       |                                     |
| <b>SIGNATURE:</b>   | /Dana D. McDaniel/                                 |                       |                                     |
| <b>DATE SIGNED:</b>   | 01/14/2016   |                       |                                     |
| <b>Total Attachments: 5</b>   |  |                       |                                     |
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 23<sup>rd</sup> day of November, 2015, by and between Lock & Key Goods, LLC, an Illinois limited liability company ("Lock & Key") and Marc Moran, Virgil Abloh, and Shannon Sangster, who are the sole and exclusive members of Lock & Key (individually and collectively with Lock & Key, "Assignor"), and Brachstar Enterprises, LLC, a Virginia limited liability company ("Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing a Trademark Assignment Agreement to which this Assignment is referenced and attached;

WHEREAS, Assignor owns the entire right, title and interest in and to U. S. Trademark Registration No. 3,993,604 (the "Registration"), issued July 12, 2011, for the trademark SUPERFUN (the "Mark") in International Classes 25 and 35, together with the goodwill of the business connected with and symbolized by the Mark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark.

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

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest, whether statutory or at common law, in and to (i) the Mark, together with all the goodwill of the business in connection with which the Mark has been used in the United States and in all countries throughout the world, and all claims related thereto, if any, which may have arisen prior to the date of this Assignment and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's right to: (a) apply for and maintain all registrations, renewals, and/or extensions thereof, (b) bring actions and recover damages for past, present, and future infringement or other violation thereof, and (c) grant licenses or other interests therein.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record this Assignment memorializing the transfer of the Mark, including the Registration for the Mark, to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Mark.

3. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart that is manually signed may be delivered by facsimile transmission or other electronic means, which shall be deemed delivery of an originally executed document and shall bind the parties signing and delivering in such manner.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

ASSIGNOR

*[Handwritten signature]*

LOCK & KEY GOODS, LLC

By: Marc Moran

Title: Partner

STATE OF IL:

COUNTY OF Cook:

On this 21<sup>st</sup> day of ~~November~~ <sup>December</sup>, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared MARC MORAN, known by me to be the person of the above name and an officer of LOCK & KEY GOODS, LLC, duly authorized to execute this Assignment on behalf of Lock & Key Goods, LLC, and who signed and executed the foregoing instrument on behalf of Lock & Key Goods, LLC.

Given under my hand and seal of office this 21<sup>st</sup> day of ~~November~~ <sup>December</sup>, 2015.

My commission expires:

12-10-2018

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public

1658 N. MILWAUKEE AVE.  
Address CHICAGO, IL 60647



ASSIGNOR

MEMBER, LOCK & KEY GOODS, LLC

[Signature]  
Signature

VIRGIL ABLOH  
Print Name

STATE OF IL :

COUNTY OF COOK :

On this 27 day of November, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Virgil Abloh, known by me to be the person of the above name who signed and executed the foregoing instrument.

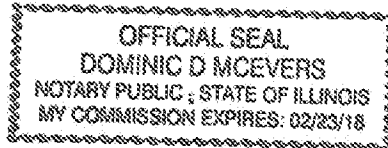
Given under my hand and seal of office this 27 day of November, 2015.

My commission expires:

02/23/2018

[Signature]  
Notary Public

3501 N. SOUTHPORT  
Address CHICAGO IL 60657



ASSIGNOR

MEMBER, LOOK & KEY GOODS, LLC

[Signature]  
Signature

Marc Moran  
Print Name

STATE OF IL:

COUNTY OF Cook:

On this 16 day of November, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Marc Moran, known by me to be the person of the above name who signed and executed the foregoing instrument.

Given under my hand and seal of office this 16 day of November, 2015.

My commission expires:

12/16/2015

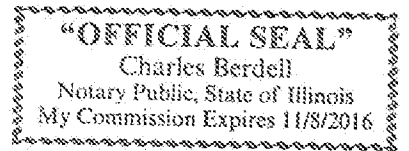
Charles Berdell

Notary Public

917 W Washington Blvd

Address

UPS Store # 5871



ASSIGNOR

MEMBER, LOCK & KEY GOODS, LLC

Signature

Print Name

*[Handwritten Signature]*  
Shannon Sangster

STATE OF IL :

COUNTY OF COOK :

On this 24 day of November, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Shannon Sangster, known by me to be the person of the above name who signed and executed the foregoing instrument.

Given under my hand and seal of office this 24 day of November, 2015.

My commission expires:

11-8-2016

Charles Berdell

Notary Public

UPS Store 917 W Washington Blvd

Address Chicago, IL 60607 C.B.

