

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBIP, LLC		03/23/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Yellowstone Brands, LLC		
Street Address:	180 South Street		
Internal Address:	Unit 101		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2816472	CB SPORTS	
Registration Number:	3999223	CB SPORTS	
Registration Number:	3999222	CB	
Serial Number:	85575853	CB	
Serial Number:	85575802	CB SPORTS	
Serial Number:	86818516	CB SPORTS	
Serial Number:	86818471	CB SPORTS	
Serial Number:	86818307	CB	
Serial Number:	86818408	CB	
CORRESPONDENCE DATA			
Fax Number:	2129745444		
<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:	2129745444		
Email:	sgerber@gerblaw.com		
Correspondent Name:	Steven Gerber		
Address Line 1:	666 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10103		

OP \$240.00 2816472

NAME OF SUBMITTER:	Steven M. Gerber
SIGNATURE:	/Steven M. Gerber/
DATE SIGNED:	04/11/2016
Total Attachments: 19 source=Assumption Agreement CB#page1.tif source=Assumption Agreement CB#page2.tif source=Assumption Agreement CB#page3.tif source=Assumption Agreement CB#page4.tif source=Assumption Agreement CB#page5.tif source=Assumption Agreement CB#page6.tif source=Assumption Agreement CB#page7.tif source=Assumption Agreement CB#page8.tif source=Assumption Agreement CB#page9.tif source=Assumption Agreement CB#page10.tif source=Assumption Agreement CB#page11.tif source=Assumption Agreement CB#page12.tif source=Assumption Agreement CB#page13.tif source=Assumption Agreement CB#page14.tif source=Assumption Agreement CB#page15.tif source=Assumption Agreement CB#page16.tif source=Assumption Agreement CB#page17.tif source=Assumption Agreement CB#page18.tif source=Assumption Agreement CB#page19.tif	

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is entered into effective as of the 24th day of March, 2016, by and among Q4 Designs, LLC ("Q4"), CBIP, LLC ("CBIP"), and Yellowstone Brands, LLC ("Yellowstone").

RECITALS

- A. Pursuant to a certain Asset Purchase Agreement (the "APA"), dated as of December 31, 2015, Q4 purchased and acquired from Yellowstone certain trademarks (the "Trademarks") and Yellowstone's rights under certain license agreements (the "License Agreements"; the Trademarks and License Agreements are listed on Exhibit A).
- B. In connection with the APA, Q4 executed and delivered to Yellowstone certain promissory notes, one in the principal amount of \$500,000 and the other in the principal amount of \$480,000 (the "Notes"; copies attached as Exhibit B).
- C. To secure repayment of the Notes, Q4 executed and delivered to Yellowstone a certain Collateral Assignment and Security Agreement (the "Security Agreement"; copy attached as Exhibit C).
- D. In connection with the APA, Q4 also entered into a Trademark License Agreement, dated as of January 1, 2016, Yellowstone, granting Yellowstone the right to use the Trademarks in connection with products in International Class 9 (the "TLA").
- D. Q4 desires to assign its rights and obligations under the APA and the TLA to CBIP, and to transfer all of its right, title, and interest in and to the Trademarks, and its rights under the License Agreements, to CBIP (the "Assignment and Transfer"), and CBIP has agreed to assume all of Q4's rights, obligations, and liabilities created or arising under the APA, the Notes and the Security Agreement (the "Assumption").

AGREEMENT

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained in this Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Assumption of Obligations.** CBIP covenants, promises, and agrees that CBIP, will unconditionally assume and be bound by all terms, provisions, and covenants of the Notes and the Security Agreement as if CBIP had been the original maker of the Notes and Security Agreement. CBIP will pay all sums to be paid and perform each and every obligation to be paid or performed by Q4 under and in accordance with the terms and conditions of the Notes and the Security Agreement, assumed by CBIP.
2. **Guarantee by Q4.** Q4 hereby agrees to guarantee the obligations assumed by CBIP hereunder and will execute a guaranty simultaneously herewith.

3. **Yellowstone's Consent.** Yellowstone consents to the Assignment and Transfer, and the Assumption. Yellowstone shall release any rights and security interests in and to the Trademarks and the License Agreements, as they are or were owned by Q4, as set forth in the Security Agreement, but shall have all such rights and security interests in and to the Trademarks and the License Agreements, as they are owned by CBIP, as set forth in the Security Agreement.

4. **Miscellaneous.**

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof. The parties hereto consent that any legal or equity proceeding brought in connection with or arising out of any matter relating to this Agreement, shall be instituted only in a Federal or State Court of New Jersey, and each of the parties hereto hereby irrevocably consents to and submits to the jurisdiction of the courts of the State of New Jersey and waives any objection it may have to either the jurisdiction or venue of such courts.

(b) This Agreement cannot be altered, amended, changed, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party against whom the same is sought to be enforced.

(c) This Agreement and the rights, duties and obligations arising hereunder shall be binding upon and shall inure to the benefit hereof of the respective parties, their successors and assigns.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

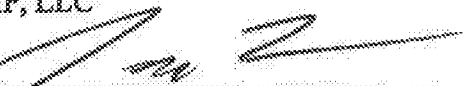
(e) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof in such jurisdiction, and shall not in any manner, affect such clause or provision in any other jurisdiction, or any other clause or provisions of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Q4 DESIGNS, LLC

By: 
Name: Harry Tawil
Title: CEO / President

CBIP, LLC

By: 
Name: Harry Tawil
Title: CEO / President

YELLOWSTONE BRANDS, LLC

By: _____
Name:
Title:

Q4 DESIGNS, LLC

By: _____
Name:
Title:

CBIP, LLC

By: _____
Name:
Title:

YELLOWSTONE BRANDS, LLC

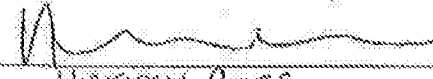
By: 
Name: Harvey Ross
Title: Manager

EXHIBIT A

UNITED STATES:

<u>REG./APP. NO.</u>	<u>MARK</u>	<u>CLASS</u>	<u>REG./APP. DATE</u>
2,816,472	CB SPORTS	25	2/24/2004
3,999,223	CB SPORTS	25	7/19/2011
3,999,222	CB	25	7/19/2011
85-575,853	CB	9, 14, 18, 25	3/21/2012
85-575,802	CB SPORTS	9, 14, 18, 25	3/21/2012
86-818,516	CB SPORTS	9	11/12/2015
86-818,471	CB SPORTS	18	11/12/2015
86-818,307	CB	9	11/12/2015
86-818,408	CB	18	11/12/2015

CANADA:

<u>MARK</u>	<u>REG./APP. NO.</u>
CB SPORTS DESIGN	TMA375312
CB SPORTS	TMA887452
CB	TMA806380
CB SPORTS AND DESIGN II	1757831
CB SPORTS	1757830
CB	1757828

TRADEMARK LICENSE AGREEMENTS

1. Trademark License Agreement dated September 22, 2014, effective as October 1, 2014 (which supersedes agreements dated April 1, 2010 and July 1, 2010)
Between: Yellowstone Brands, LLC, Stretch-O-Rama, Inc. d/b/a Longstreet and Q4 Designs LLC
2. Trademark License Agreement dated February 6, 2015, effective March 1, 2015
Between: Yellowstone Brands, LLC and Cudlie Accessories, Inc.

Note: The following two License Agreements will be converted into sublicense agreements between the Licensees, as Sublicensees and Yellowstone Brands, LLC, as Sublicensor:

1. Trademark License Agreement dated January 28, 2014, effective as of February 1, 2014
Between: Yellowstone Brands, LLC and Sun Ban Fashions (Worldwide), Inc.
2. Trademark License Agreement dated and effective as of June 1, 2013
Between: Yellowstone Brands, LLC and Mondottica USA

EXHIBIT B

PROMISSORY NOTE

\$500,000

Dated as of December 31, 2015

FOR VALUE RECEIVED, the undersigned Q4 Designs, LLC, a New York limited liability company, with an address at 20 West 33rd Street, New York, NY (hereinafter known as "Maker"), hereby promises to pay to Yellowstone Brands, LLC, a New Jersey limited liability company, with an address at 180 South Street, Unit 101, New Providence, NJ 07974 (hereinafter "Holder") or at such other place as Holder may designate in writing from time to time, the principal sum of Five Hundred Thousand (\$500,000) Dollars, with interest at a rate of two and five (5%) percent per annum, in lawful money of the United States of America, due and payable, as follows:

(i) Three (3) equal installments of principal in the amount of One Hundred Sixty-Six Thousand Six Hundred and Sixty (\$166,666) Dollars each, payable October 1, 2017; November 1, 2017; and on December 1, 2017, together with interest; and

(ii) If not paid prior, Maker shall pay on or before December 31, 2017 all of the then remaining and outstanding balance of principal and all accrued interest and any other amounts due and owing hereunder.

All payments shall be applied first to any late charges or penalties and then to outstanding interest and then to principal.

The obligations under this Note are secured by that certain Collateral Assignment of Trademarks (the "Assignment") executed and delivered by the Maker to the Holder on or about the date hereof, whereby Maker has collaterally assigned its interests in certain Trademarks registered in the United States and Canada.

Notwithstanding anything herein to the contrary, the principal amount of this Note, together with costs, shall become immediately due and payable, at the option of the Holder, in the event of the occurrence of any of the following which are hereby specified as "Events of Default":

1. a failure to make payment of any amount due under this Note following a ten (10) day written notice from the Holder to the Maker within which time Maker shall have the right to cure;

2. any default in the terms, covenants and conditions of the Assignment, the terms, covenants and conditions of which are incorporated herein and made a part hereof as though fully set forth herein again at length;

3. any default in the terms, covenants and conditions of that certain promissory note from the Maker to the Holder dated on or about the date hereof in the principal amount of \$480,0000;

619816

4. any default by the Maker in its obligations pursuant to that certain Asset Purchase Agreement by and between the Maker and the Holder dated on or about the date hereof, the terms, covenants and conditions of which are incorporated herein and made a part hereof as though fully set forth herein again at length; or

5. the filing of a petition by or against the Maker for relief under any bankruptcy or insolvency laws which is not dismissed within sixty (60) days from the date of filing, or an assignment of any of the Maker's assets for the benefit of creditors.

Upon the occurrence of an Event of Default and while such Default remains uncured, this Note shall bear interest at the rate equal to the lesser of ten (10%) percent per annum or the highest permissible rate of interest chargeable in the State of New Jersey without violation the usury laws of such state. In addition, Maker shall pay a late charge equal to three (3%) percent of any amount overdue and unpaid after the fifth (5th) day of any month.

The Maker hereby agrees to pay all costs and expenses which may be incurred by the Holder in connection with the enforcement of the terms, covenants and conditions of this Note, and the collection of the monies due and owing hereon, including, without limitation, reasonable counsel fees.

The Maker hereby waives presentment, demand for payment, protest and notice of dishonor of this Note, and hereby authorizes the Holder, without notice, to grant extensions in the time of payment of and reductions in the rate of interest on any money due and owing hereunder.

The Maker may prepay this Note in whole or in part at any time without penalty.

The terms, covenants and conditions of this Note shall be binding upon and shall inure to the benefit of the Maker and the Holder and their respective heirs, executors, administrators, successors and assigns.

This Note shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above-written.


WITNESS:



Q4 DESIGNS, LLC

By 

619816

 12.23.15
ASTA MILLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01M18181227
Qualified in Kings County
My Commission Expires August 11, 20__16

PROMISSORY NOTE

\$480,000

Dated as of December 31, 2015

FOR VALUE RECEIVED, the undersigned Q4 Designs, LLC, a New York limited liability company, with an address at 20 West 33rd Street, New York, NY (hereinafter known as "Maker"), hereby promises to pay to Yellowstone Brands, LLC, a New Jersey limited liability company, with an address at 180 South Street, Unit 101, New Providence, NJ 07974 (hereinafter "Holder") or at such other place as Holder may designate in writing from time to time, the principal sum of Four Hundred Eighty Thousand (\$480,000) Dollars, with interest at a rate of two and one-half (2.5%) percent per annum, in lawful money of the United States of America, due and payable, as follows:

(i) Three (3) equal installments of principal in the amount of One Hundred Sixty Thousand (\$160,000) Dollars each, payable October 1, 2016; November 1, 2016; and on December 1, 2016, together with interest; and

(ii) If not paid prior, Maker shall pay on or before December 31, 2016 all of the then remaining and outstanding balance of principal and all accrued interest and any other amounts due and owing hereunder.

All payments shall be applied first to any late charges or penalties and then to outstanding interest and then to principal.

The obligations under this Note are secured by that certain Collateral Assignment of Trademarks (the "Assignment") executed and delivered by the Maker to the Holder on or about the date hereof, whereby Maker has collaterally assigned its interests in certain Trademarks registered in the United States and Canada.

Notwithstanding anything herein to the contrary, the principal amount of this Note, together with costs, shall become immediately due and payable, at the option of the Holder, in the event of the occurrence of any of the following which are hereby specified as "Events of Default":

1. a failure to make payment of any amount due under this Note following a ten (10) day written notice from the Holder to the Maker within which time Maker shall have the right to cure;
2. any default in the terms, covenants and conditions of the Assignment, the terms, covenants and conditions of which are incorporated herein and made a part hereof as though fully set forth herein again at length;
3. any default in the terms, covenants and conditions of that certain promissory note from the Maker to the Holder dated on or about the date hereof in the principal amount of \$500,0000;

619816

4. any default by the Maker in its obligations pursuant to that certain Asset Purchase Agreement by and between the Maker and the Holder dated on or about the date hereof, the terms, covenants and conditions of which are incorporated herein and made a part hereof as though fully set forth herein again at length; or

5. the filing of a petition by or against the Maker for relief under any bankruptcy or insolvency laws which is not dismissed within sixty (60) days from the date of filing, or an assignment of any of the Maker's assets for the benefit of creditors.

Upon the occurrence of an Event of Default and while such Default remains uncured, this Note shall bear interest at the rate equal to the lesser of ten (10%) percent per annum or the highest permissible rate of interest chargeable in the State of New Jersey without violation the usury laws of such state. In addition, Maker shall pay a late charge equal to three (3%) percent of any amount overdue and unpaid after the fifth (5th) day of any month.

The Maker hereby agrees to pay all costs and expenses which may be incurred by the Holder in connection with the enforcement of the terms, covenants and conditions of this Note, and the collection of the monies due and owing hereon, including, without limitation, reasonable counsel fees.

The Maker hereby waives presentment, demand for payment, protest and notice of dishonor of this Note, and hereby authorizes the Holder, without notice, to grant extensions in the time of payment of and reductions in the rate of interest on any money due and owing hereunder.

The Maker may prepay this Note in whole or in part at any time without penalty.

The terms, covenants and conditions of this Note shall be binding upon and shall inure to the benefit of the Maker and the Holder and their respective heirs, executors, administrators, successors and assigns.

This Note shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above-written.

WITNESS:



Q4 DESIGNS, LLC

By: 

619816

MO 12.23.15
ASTA MILLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01M10101227
Qualified in Kings County
My Commission Expires August 11, 2016

EXHIBIT C

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Collateral Assignment and Security Agreement is made as the 23 day of December, 2015 by Q4 Designs, LLC, a New York limited liability company, with an address at 20 West 33rd Street, New York, New York 10001 ("Assignor") to and in favor of Yellowstone Brands, LLC, a New Jersey limited liability company with an address at 180 South Street, Unit 101, New Providence, New Jersey 07974 ("Secured Party").

WITNESSETH:

WHEREAS, the Assignor and the Secured Party are parties to that certain Asset Purchase Agreement, dated December 23, 2015, (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the Assignor has purchased and acquired the trademarks listed on Schedule A attached hereto, which are registered in the United States or Canada and/or for which applications are pending (the "Trademarks"); and

WHEREAS in connection with the purchase of the Trademarks, the Assignor has executed and delivered to the Secured Party those certain promissory notes, one in the principal amount of \$500,000 and the other in the principal amount of \$480,000 (the "Notes"); and

WHEREAS, the Assignor has agreed to secure its obligations under the Notes by, among other things, executing and delivering this Collateral Assignment and Security Agreement to the Secured Party;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Defined Terms: All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to such terms in the Asset Purchase Agreement.

2. Grant of Security Interest:

2.1 Trademarks and Licenses: Assignor hereby assigns, pledges, grants and conveys to the Secured Party, as security for the prompt payment of all of Assignor's obligations to the Secured Party under the Notes, and all covenants under this Agreement and the Asset Purchase Agreement (collectively, the "Obligations"), a security interest in: (a) all present and future right, title and interest of Assignor in and to the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks, and the applications relating thereto, the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including without limitation, license royalties and proceeds of infringement suits; and (b) all license and license agreements with any other person or entity with respect to any of the Trademarks (all license agreements assigned to the Secured Party are hereinafter referred to as the "Licenses").

2.2 Restrictions on Future Agreements. Assignor agrees that until the Notes shall have been paid in full, Assignor shall not without the Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, that grants to any person or entity other than the Secured Party rights to or an interest in any of the Trademarks; provided, however, that prior to the occurrence of an Event of Default, Assignor may, without the consent of the Secured Party, grant licenses to use any of the Trademarks or enter into Licenses in the ordinary course of Assignor's business provided that the Assignor promptly provides copies of such new license agreements to Secured Party.

2.3 Royalties and Terms: Assignor agrees that upon the occurrence and continuance of an event of default under the Notes ("Event of Default"), the Secured Party (or any designee of the Secured Party) may, subject to applicable laws and to any then-existing License granted by Assignor of any such Trademarks, use any or all of the Trademarks or enter into Licenses worldwide without any liability to Assignor for royalties or other related charges. The term of the right to use granted in this Section 2.3 shall extend until the earlier of (i) the expiration of all rights under each of the respective Trademarks or Licenses securing the Obligations; (ii) the payment and performance in full of the Obligations; or (iii) any other release of the security interest granted hereunder, as otherwise required by the terms of this Agreement and/or the Notes.

2.4 Release. Upon the payment in full of the Notes, the Secured Party shall execute and deliver to Assignor, at Assignor's request, such releases, satisfactions, deeds, assignments and other instruments as may be necessary to relinquish any of the Secured Party's rights in such of the Trademarks or Licenses as shall not have been previously sold or disposed of, by the Secured Party, pursuant to the terms of this Agreement.

2.5 Duties of Assignor. Until the Obligations shall have been paid and performed in full, or until the security interest is released, as otherwise required hereunder, Assignor shall (i) prosecute diligently any trademark application pending as of the date hereof, and (ii) preserve and maintain all rights in the Trademarks, including the filing of any registrations and renewals thereof. Any expenses incurred in connection with such application shall be borne by Assignor. Assignor shall not abandon any Trademark or License or the right to file any Trademark application without the consent in writing of the Secured Party. Assignor shall give prompt written notice to the Secured Party in the event Assignor becomes aware of any infringement or threat of infringement of the Trademarks. No claim or controversy arising out of any such infringement or alleged infringement may be settled or compromised without the express authorization and approval of the Secured Party, which shall not be unreasonably withheld.

2.6 Secured Party's Right to Sue. If an Event of Default shall have occurred and be continuing, the Secured Party shall have the right, but shall in no way be obligated, to bring suit on behalf of Assignor to enforce Assignor's rights with respect to any of the Trademarks or Licenses in the event Assignor declines to bring such suit and, if the Secured Party shall commence any such suit, Assignor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and Assignor shall promptly pay, or reimburse and indemnify the

Secured party upon demand, for all out-of-pocket costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Secured Party in the exercise of its rights under this Section 2.6.

3. Representations and Warranties: Assignor represents and warrants that (i) the Trademarks listed on Schedule A hereto are owned by Assignor; and (ii) based upon the representations and warranties made by Secured Party in the Asset Purchase Agreement, each of the Trademarks is valid and enforceable.

4. Filings and Consents: Assignor shall deliver to the Secured Party, upon the execution of this Agreement, in form and substance reasonably satisfactory to the Secured Party, such instruments and documents as shall be necessary, in the reasonable opinion of the Secured Party, to perfect the interest granted by Assignor to the Secured Party hereby, including, without limitation, filings with the United States Patent and Trademark Office and the filing of any UCC-1 financing statements.

5. Covenants: Assignor covenants and agrees that until all of the Obligations have been paid and satisfied in full, Assignor will at its sole cost and expense, forever warrant and defend the Trademarks and Licenses from any and all claims and demands of any other person or entity; (b) it will not grant, create or permit to exist any lien on, or security interest in any of the Trademarks or Licenses in favor of any other persons or entities and (c) it will not enter into any agreement that is inconsistent with Assignor's obligations under this Agreement.

6. Remedies Upon Default:

(a) Upon the occurrence of an Event of Default, the Secured Party, in its discretion, may, upon not less than five (5) business days' notice:

(i) collect, receive, appropriate and realize upon the Trademarks and Licenses, or any part thereof;

(ii) sell or otherwise dispose, including, without limitation, the granting of licenses, of any of the Trademarks and /or Licenses at public or private sale for cash or credit in accordance with applicable law.

(b) Upon the occurrence and during the continuance of an Event of Default, the Secured Party, in its discretion, may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code as adopted in New Jersey.

(c) Any notice required to be given by the Secured Party of a sale, lease, or other disposition of the Trademarks and/or Licenses or any other intended action by the Secured Party, delivered by facsimile transmission or overnight mail courier service, postage prepaid and duly addressed to Assignor at its address set forth at the beginning of this Agreement, not less than ten (10) business days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to Assignor.

(d) All cash proceeds received by the Secured Party in respect of any sale of, collection from or other realization upon all or any part of the Trademarks and/or Licenses may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to the Secured party as reimbursement for all costs and expenses, including, without limitation, reasonable attorney's fees incurred by it in connection with the sale of the Trademarks and/or Licenses), in whole or in part, by the Secured Party to the payment of all the Obligations. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all amounts due on account of the Obligations shall be paid over to the Assignor, subject to the rights of any holder of a subordinate lien on the Trademarks and Licenses of which the Secured Party has actual notice.

(e) Except as otherwise provided under applicable law, Assignor waives all right to notice and a hearing prior to Secured Party's taking possession or control of, or to the Secured Party's replevy, attachment or levy upon, any of the Trademarks and/or Licenses or any bond or security that might be required by any court prior to allowing the Secured Party to exercise any of the Secured Party's rights to take possession and control of the Trademarks and/or Licenses.

(f) All of the Secured Party's rights and remedies with respect to the Trademarks and Licenses shall be cumulative and may be exercised singularly or concurrently.

7. Miscellaneous:

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof. The parties hereto consent that any legal or equity proceeding brought in connection with or arising out of any matter relating to this Agreement, shall be instituted only in a Federal or State Court of New Jersey, and each of the parties hereto hereby irrevocably consents to and submits to the jurisdiction of the courts of the State of New Jersey and waives any objection it may have to either the jurisdiction or venue of such courts.

(b) This Agreement cannot be altered, amended, changed, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party against whom the same is sought to be enforced.

(c) No act, delay, omission or otherwise of Assignee shall be deemed to be a waiver of Assignee's rights or remedies hereunder and no waiver shall be valid unless in writing, signed by Assignee, and then only to the extent therein set forth.

(d) This Agreement and the rights, duties and obligations arising hereunder shall be binding upon and shall inure to the benefit hereof of the respective parties, their successors and assigns.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

C-11

unenforceability shall affect only such clause or provision or part thereof in such jurisdiction, and shall not in any manner, affect such clause or provision in any other jurisdiction, or any other clause or provisions of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

[Signature]

ASSIGNOR:
Q4 DESIGNS, LLC

By: *[Signature]*

Name: *Harry Lewis*
Title: *Resident*

12.23.15 *[Signature]*

ASTA MILLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01M18191227

SECURED PARTY: *Qualified in Kings County*
YELLOWSTONE BRANDS, LLC
Expires August 11, 2016

By: _____
Name: _____
Title: _____

UNITED STATES:

<u>REG./APP. NO.</u>	<u>MARK</u>	<u>CLASS</u>	<u>REG./APP. DATE</u>
2,816,472	CB SPORTS	25	2/24/2004
3,999,223	CB SPORTS	25	7/19/2011
3,999,222	CB	25	7/19/2011
85-575,853	CB	9, 14, 18, 25	3/21/2012
85-575,802	CB SPORTS	9, 14, 18, 25	3/21/2012
86-818,516	CB SPORTS	9	11/12/2015
86-818,471	CB SPORTS	18	11/12/2015
86-818,307	CB	9	11/12/2015
86-818,408	CB	18	11/12/2015

CANADA:

<u>MARK</u>	<u>REG./APP.NO.</u>
CB SPORTS DESIGN	TMA375312
CB SPORTS	TMA887452
CB	TMA806380
CB SPORTS AND DESIGN II	1757831
CB SPORTS	1757830
CB	1757828