

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381215

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/17/2015
RESUBMIT DOCUMENT ID:	900359993

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Twins Enterprise, Inc.		12/17/2015	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	'47 Brand, LLC
Street Address:	15 Southwest Park
City:	Westwood
State/Country:	MASSACHUSETTS
Postal Code:	02090
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85889137	47
Registration Number:	4277350	47
Serial Number:	86480084	47
Registration Number:	3397324	B
Serial Number:	86088557	BASEBALL UNITED
Serial Number:	86088543	BASEBALL UNITED A CAPSULE COLLECTION BYF
Serial Number:	86287363	CLOSER
Registration Number:	3712731	FAN FAVORITE
Serial Number:	85889148	FORTY SEVEN
Registration Number:	4239368	FORTY SEVEN
Serial Number:	85889167	47 FORTY SEVEN BRAND
Registration Number:	4223433	47 · FORTY SEVEN · BRAND
Serial Number:	86152483	LET YOUR YOU OUT
Registration Number:	3586944	THE FRANCHISE

CORRESPONDENCE DATA

Fax Number: 6174430004

TRADEMARK

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.

Phone: 617-443-9292
Email: ltittlemore@sunsteinlaw.com
Correspondent Name: Lisa M. Tittlemore
Address Line 1: 125 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	3207/201
NAME OF SUBMITTER:	Lisa M. Tittlemore
SIGNATURE:	/Lisa M. Tittlemore/
DATE SIGNED:	04/20/2016

Total Attachments: 8

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TWINS ENTERPRISE, INC.", A MASSACHUSETTS CORPORATION,
WITH AND INTO "'47 BRAND, LLC" UNDER THE NAME OF "'47 BRAND, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2015, AT 11:57 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

5910078 8100M
SR# 20151403816

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 10654240
Date: 12-19-15

TRADEMARK
REEL: 005770 FRAME: 0021

State of Delaware

**Certificate of Merger of a Foreign Corporation
into a Domestic Limited Liability Company**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act:

1. The constituent companies in the merger are Twins Enterprise, Inc., a Massachusetts corporation (the "Massachusetts Company"), and '47 Brand, LLC, a Delaware limited liability company (the "Delaware Company").
2. An Agreement and Plan of Merger (the "Merger Agreement") has been approved and executed by the Massachusetts Company and the Delaware Company.
3. The Delaware Company shall be the surviving limited liability company (the "Surviving Company"), and the name of the surviving limited liability company is '47 Brand, LLC, a Delaware limited liability company.
4. The executed Merger Agreement is on file at the principal place of business of the Surviving Company at 19 Yawkey Way, Boston, MA 02215.
5. A copy of the Merger Agreement will be furnished by the Surviving Company on request, without cost, to any member or stockholder of the constituent entities to the Merger Agreement or any person holding an interest in any other business entity which is to merge or consolidate.

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IN WITNESS WHEREOF, the Surviving Company has caused this certificate to be signed by an authorized person as of this 17th day of December, 2015.

'47 Brand, LLC,
a Delaware limited liability company

By: Twins Holdings, Inc., its Manager and sole Member

By: Anita D'Angelo
Name: Anita D'Angelo
Title: President, Treasurer and Secretary

[Signature Page to Certificate of Merger]

TRADEMARK
REEL: 005770 FRAME: 0023

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 17, 2015 (this "Agreement"), is entered into between Twins Enterprise, Inc., a Massachusetts corporation ("Twins"), and '47 Brand, LLC, a Delaware limited liability company ("'47 Brand").

WITNESSETH:

WHEREAS, '47 Brand desires to acquire the properties and other assets, and to assume the liabilities and obligations, of Twins by means of a merger of Twins with and into '47 Brand (the "Merger"), following which '47 Brand shall be the surviving entity;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act") and Section 11.02 of the Massachusetts Business Corporation Act (the "MBCA"), authorize the merger of a Massachusetts corporation with and into a Delaware limited liability company;

WHEREAS, the certificate of formation and operating agreement of '47 Brand and the articles of organization and bylaws of Twins permit '47 Brand and Twins, respectively, to enter into this Agreement and to consummate the Merger;

WHEREAS, the Board of Directors of Twins has (i) determined that the Merger is in the best interests of Twins, (ii) approved and adopted this Agreement and all transactions contemplated hereby, including the Merger, and (ii) submitted this Agreement to Twins Holdings, Inc., a Delaware corporation ("Holdings"), the sole stockholder of Twins, for its approval;

WHEREAS, Holdings, in its capacity as the sole stockholder of Twins, has approved this Agreement and all transactions contemplated hereby, including the Merger;

WHEREAS, Holdings, in its capacity as the sole member of '47 Brand has approved this Agreement and all transactions contemplated hereby, including the Merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I – THE MERGER

SECTION 1.01. The Merger.

(a) After satisfaction or waiver of all conditions to the Merger, '47 Brand, which shall be the surviving entity, shall merge with Twins and shall file (i) a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware and (ii) articles of merger (the "Articles of Merger") with the Secretary of the Commonwealth of the Commonwealth of Massachusetts, and make all other filings or recordings required by Delaware law and Massachusetts law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger filed with the Secretary of State of the State

of Delaware and the Articles of Merger with the Secretary of the Commonwealth of Massachusetts (the “Effective Time”).

(b) At the Effective Time, Twins shall be merged with and into ‘47 Brand, whereupon the separate existence of Twins shall cease, and ‘47 Brand shall be the surviving entity of the Merger (the “Surviving LLC”) in accordance with Section 18-209 of the Delaware Act and Section 11.07 of the MBCA.

SECTION 1.02. Effect on Capital Stock. All of the shares of capital stock of Twins outstanding immediately prior to the Effective Time shall, by virtue of the Merger, be cancelled and exchanged for one Class A Unit of the Surviving LLC in consideration for the Merger (the “Merger Consideration”).

ARTICLE II – THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01. Certificate of Formation and Operating Agreement. The certificate of formation and limited liability company operating agreement of ‘47 Brand in effect at the Effective Time shall be the certificate of formation and limited liability company operating agreement of the Surviving LLC unless and until amended in accordance with their respective terms and applicable law. The name of the Surviving LLC shall be ‘47 Brand, LLC.

ARTICLE III – FURTHER ASSURANCES

SECTION 3.01. Further Assurances. If at any time ‘47 Brand shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of Twins, or otherwise to carry out the provisions hereof, the proper representatives of Twins as of the Effective Time shall execute and deliver any and all proper deeds, assignments and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

ARTICLE IV – TERMINATION

SECTION 4.01. Termination. Notwithstanding anything to the contrary in this Agreement, This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (a) by mutual consent of ‘47 Brand and the Board of Directors of Twins; or
- (b) by either ‘47 Brand or the Board of Directors of Twins, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining Twins or ‘47 Brand from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

ARTICLE V – MISCELLANEOUS

SECTION 5.01. Amendments; Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by '47 Brand and by Twins.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.02. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, provided, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 5.03. Governing Law. This Agreement shall be governed by and construed in accordance the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws.

SECTION 5.04. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

'47 BRAND:

'47 BRAND, LLC

By: Twins Holdings, Inc., its Manager and
sole Member

By: Anita D'Angelo
Name: Anita D'Angelo
Title: President, Treasurer and Secretary

TWINS:

TWINS ENTERPRISE, INC.

By: Anita D'Angelo
Name: Anita D'Angelo
Title: President, Treasurer and Secretary

[Signature Page to Agreement and Plan of Merger]