

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old Time Sports, LLC		01/04/2016	Limited Liability Company: DELAWARE
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: 7			
Property Type	Number	Word Mark	
Registration Number:	3554965	CAUSEWAY COLLECTION	
Registration Number:	2299703	OLD TIME SPORTS	
Registration Number:	3343303	ALL GUTS NO GLORY	
Registration Number:	2434221	OLD TIME BASEBALL	
Registration Number:	2434220	OLD TIME FOOTBALL	
Registration Number:	2214606	OTH	
Registration Number:	2162917	OLD TIME HOCKEY	
CORRESPONDENCE DATA			
Fax Number:	6174439292		
<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:	617-443-9292		
Email:	adaley@sunsteinlaw.com		
Correspondent Name:	Lisa M. Tittlemore		
Address Line 1:	125 Summer Street		
Address Line 2:	Sunstein Kann Murphy & Timbers LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Lisa M. Tittlemore		
SIGNATURE:	/Lisa M. Tittlemore/		

CH \$190.00 3554965

DATE SIGNED:	06/27/2016
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of January 4, 2016, by and between, Old Time Sports, LLC, a Delaware limited liability company with a principal place of business at 10 Fanaras Drive, Salisbury, Massachusetts 01952 ("Assignor"), and '47 Brand, LLC, a Delaware limited liability company with a principal place of business at 15 Southwest Park, Westwood, Massachusetts 02090 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated January 4, 2016 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of the Business (as defined in the Purchase Agreement) to Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, all of Assignor's entire right, title and interest in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment (collectively, the "Assigned Rights").

2. Assignee hereby assumes and shall be responsible for, and will hereafter pay, perform and discharge when due, all liabilities or obligations, maintenance or otherwise, related to the Assigned Rights from and after the Closing.

3. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

4. Each party hereto will take such further actions and execute promptly such further documents as are reasonably necessary to effect the above assignment or as may be necessary to secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

5. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

6. Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

Assignor:

Assignee:

OLD TIME SPORTS, LLC

'47 BRAND, LLC

By: 

Name: Robert C. Magnuson

Title: President

By: _____

Name: _____

Title: _____


[Signature Page to Trademark Assignment]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

Assignee:

'47 BRAND, LLC

By: 
Name: David D'Angelo
Title: Vice President

Signature Page to Trademark Assignment

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Exhibit A

Marks

U.S. Trademarks

Trademark	Registration number	Registration Date
WE BELIEVE!	3149735	9/26/06
LOW CARB	3169501	11/7/06
CAUSEWAY COLLECTION	3554965	12/3/08
ALL GUTS NO GLORY	3343303	11/27/07
OLD TIME SPORTS	2299703	12/14/99
OLD TIME BASEBALL	2434221	3/6/01
OLD TIME FOOTBALL	2434220	3/6/01
OTH	2214606	12/29/98
OLD TIME HOCKEY	2162917	6/2/98

Canadian Trademarks

Trademark	Registration Number	Registration Date
OLD TIME HOCKEY	TMA510172	March 29, 1999