

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Wolf Group, LLC		04/22/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mondo International, LLC		
Street Address:	102 Madison Ave.		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4439606	MONDO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	wziegelbauer@sheppardmullin.com		
Correspondent Name:	Sheppard Mullin Richter & Hampton LLP		
Address Line 1:	30 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	52BK-243733		
NAME OF SUBMITTER:	William Ziegelbauer		
SIGNATURE:	/William Ziegelbauer/		
DATE SIGNED:	07/29/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT was made effective as of April 22, 2015, by and between Blue Wolf Group, LLC (“BLUE WOLF”), a Delaware limited liability company, and Mondo International, LLC, a Delaware limited liability company (“MONDO”).

RECITALS

WHEREAS, BLUE WOLF owned the sole and exclusive right, title and interest in the trademark listed on the attached Exhibit A (the “Assigned Mark”);

WHEREAS, BLUE WOLF assigned its rights in the Assigned Mark to MONDO via an Asset Contribution Agreement dated April 22, 2015;

WHEREAS, BLUE WOLF desires to register its assignment to MONDO of its entire right, title, and interest in and to the Assigned Mark;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. BLUE WOLF assigns, transfers, and sets over to Mondo, and its lawful successors and assigns, BLUE WOLF’s entire right, title, and interest in and to (a) the Assigned Mark, (b) all goodwill symbolized by and associated with the business conducted under such Assigned Mark, (c) all registrations and applications (including intent-to-use applications) for the Assigned Mark, together with the business or portion thereof to which the Assigned Mark applies, which business is ongoing and existing, and (d) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Assigned Mark.
2. Authorizations. BLUE WOLF hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record MONDO as the assignee and owner of the Assigned Mark, and all applications and registrations thereof, and to issue all corresponding registrations to MONDO, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
3. BLUE WOLF agrees, without further consideration, to execute all papers and to perform such other proper acts as MONDO or its successors or assigns may deem reasonably necessary to secure for MONDO or to its successors or assigns, or to evidence the rights, hereby transferred.
4. BLUE WOLF agrees that this Trademark Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the

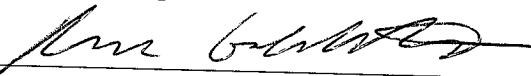
State of Delaware, without regard to its conflict of laws principles.

5. This Trademark Assignment Agreement may be executed in one or more counterparts, or by facsimile or PDF attached by an email, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, BLUE WOLF has caused this Trademark Assignment Agreement to be executed and delivered to be effective as of the date first written above.

Blue Wolf Group, LLC

By: 

Name: Mark Goldstein

Title: Vice President

Mondo International, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, BLUE WOLF has caused this Trademark Assignment Agreement to be executed and delivered to be effective as of the date first written above.

Blue Wolf Group, LLC

By: _____

Name: _____

Title: _____

Mondo International, LLC

By:  _____

Name: Michael Kirven

Title: CEO

Exhibit A

Trademark	Jurisdiction	Status	Reg. No.	Reg. Date
MONDO	Federal US	Registered	RN: 4439606	11/26/2013

[Signature Page to Trademark Assignment Agreement]