

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395531

<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>
Credit Suisse Securities (USA) LLC		08/15/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clade & Co., Inc.		
<b>Street Address:</b>	936 Broadway, 5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86805384	PEERLESS TO PEERLESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124796275		
<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>	(212) 479-6000		
<b>Email:</b>	trademarks@cooley.com, cfountain@cooley.com		
<b>Correspondent Name:</b>	Janet Cullum		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue, NW, Ste 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	327847-20000		
<b>NAME OF SUBMITTER:</b>	Cheryl Fountain/SR TM Paralegal		
<b>SIGNATURE:</b>	/cheryllfountain/		
<b>DATE SIGNED:</b>	08/18/2016		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement"), effective as of the last execution date (the "Effective Date") is made and entered into by and among Credit Suisse Securities (USA) LLC, a Delaware limited liability company, located at One Madison Avenue, New York, New York, 10010, USA ("Assignor"), and Clade & Co., Inc., a Delaware Corporation, located at 936 Broadway, 5th Floor, New York, NY, 10010, USA ("Assignee").

WHEREAS, Assignor is the owner of the trademark identified in Schedule A (the "Trademark");

WHEREAS, Assignor desires to transfer all rights, title and interest in and to the Trademark to Assignee;

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Trademark;

WHEREAS, Assignee is the successor to the Assignor's entire business or portion thereof to which the Trademark pertains via an asset purchase agreement dated May 20, 2016.

NOW, THEREFORE, in consideration of the foregoing, Assignor does hereby irrevocably sell, assign, grant and transfer to Assignee, its entire worldwide right, title and interest in and to the Trademark, including all common law rights, along with the goodwill of the business symbolized by the Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment. The Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

Assignor hereby authorizes the Commissioner of Patents and Trademark of the United States, and any official of any other country empowered to issue trademark, to record this Assignment, and to issue or transfer the said trademark record to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the Effective Date.

ASSIGNOR: CREDIT SUISSE  
SECURITIES (USA) LLC

By: \_\_\_\_\_

Name: Anthony M. O'Connor, Jr.

Title: Director & Counsel

Date: \_\_\_\_\_

ASSIGNEE: CLADE & CO., INC.

By:  \_\_\_\_\_


Name: Jonathan Lipton

Title: CEO

Date: 8/15/16

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the Effective Date.

ASSIGNOR: CREDIT SUISSE  
SECURITIES (USA) LLC

By: 

Name: Anthony M. O'Connor, Jr.

Title: Director & Counsel

Date: July 14, 2016

ASSIGNEE: CLADE & CO., INC.

By: \_\_\_\_\_

Name: Jonathan Lipton

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**

No.	Trademark	Application Number	Filing Date	Class(es)	Territory
1.	PEERLESS TO PEERLESS	86805384	October 30, 2015	35, 36, 41, 45	United States