

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIR WAVES, INC.		10/18/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	AIR WAVES LLC		
Street Address:	7750-A Green Meadows Drive North		
City:	Lewis Center		
State/Country:	OHIO		
Postal Code:	43035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87002175	SOLID LIGHT	
Serial Number:	86961354	LOCAL ROOTS	
Serial Number:	86558623	RODEO RAGS	
Serial Number:	86610339	RODEO RAGS OUTFITTERS	
Serial Number:	86610498	COTTON JUNGLE	
Serial Number:	86599826	KIDTEEZ	
Serial Number:	86531827	COUNTRYCASUALS	
Serial Number:	85051626	LUNKER	
Serial Number:	85036087	POLY-TRANS	
Serial Number:	77843910	AIR WAVES	
CORRESPONDENCE DATA			
Fax Number:	9175229957		
<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:	(212) 735-8857		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Lauren Brown, Esq.		
Address Line 1:	909 Third Avenue 27th Floor		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		

CH \$265.00 87002175

ATTORNEY DOCKET NUMBER:	019764-0011(SBudow)
NAME OF SUBMITTER:	Lauren Brown
SIGNATURE:	/Lauren Brown/
DATE SIGNED:	10/31/2016

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 18, 2016 (this “**Assignment**”), is made and entered into by and among AIR WAVES, INC., an Ohio corporation (“**Assignor**”) and AIR WAVES LLC, a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings given to such terms in that certain Asset Purchase and Contribution Agreement, dated as of the date hereof, by and among Assignor, Assignee, Kyle Kantner and Daniel Kaiser (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the trademarks and trademark applications set forth in Exhibit A hereto (the “**Marks**”), whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees, at Assignee’s expense, to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees, at Assignee’s expense, to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee’s or its assignee’s assignment, transfer, sale, registration or use of such unassignable

Marks. In the event any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Marks to Assignor, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and

thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.


13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

AIR WAVES, INC.

By: 
Name: Kyle Kantner
Title: President

ASSIGNEE:

AIR WAVES LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005910 FRAME: 0338

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

AIR WAVES, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

AIR WAVES LLC

By:  _____
Name: G. Kevin Fechtmeyer
Title: President

EXHIBIT A
TRADEMARKS

Mark	Owner	Serial No.	App. Date	Reg. No.	Reg. Date	Int'l Class	Goods/Services	Status/Comments
Solid Light	Air Waves, Inc.	87002175	Apr. 15, 2016	N/A	N/A	25	T-shirts; Tank tops; Infant and toddler one piece clothing	Pending (1(a))
Local Roots	Air Waves, Inc.	86961354	Apr. 01, 2016	N/A	N/A	25	Aprons; Hooded sweatshirts; Sweatshirts; T-shirts	Pending (1(a))
Rodeo Rags	Air Waves, Inc.	86558623	Mar. 10, 2015	4958334	May 17, 2016	25	Clothing, namely, shirts, pants, headwear, and shoes; one piece garments for infants	
Rodeo Rags Outfitter	Air Waves, Inc.	86610339	Apr. 27, 2015	4944490	Apr. 26, 2016	25	Clothing, namely, shirts, pants, headwear and shoes	
Cotton Jungle	Air Waves, Inc.	86610498	Apr. 27, 2015	4930901	Apr. 05, 2016	25	Clothing, namely, cotton t-shirts and sweatshirts	
Kidteez	Air Waves, Inc.	86599826	Apr. 16, 2015	4915638	Mar. 08, 2016	25	Wearable garments and clothing, namely, shirts	
COUNTRYCASUALS	Air Waves, Inc.	86531827	Feb. 11, 2015	4779308	Jul. 21, 2015	25	Short-sleeved or long-sleeved t-shirts	
LUNKER	Air Waves, Inc.	85051626	Jun. 01, 2010	3910707	Jan. 25, 2011	25	Hooded sweat shirts; Night shirts; T-shirts; Tops	
POLY-TRANS	Air Waves, Inc.	85036087	May 12, 2010	3928090	Mar. 08, 2011	16	Iron on transfers specifically created to be used with polyester garments	
AIR WAVES	Air Waves, Inc.	77843910	Oct. 07, 2009	3837005	Aug. 24, 2010	16	Iron-On transfers	