

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Body Glove International, LLC		10/31/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Body Glove IP Holdings LP		
Street Address:	c/o Marquee Brands LLC		
Internal Address:	50 West 57th Street - 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4389018	BODY GLOVE	
Registration Number:	4186526	BODY GLOVE	
Registration Number:	4389019	BODY GLOVE	
Registration Number:	3543210	BODY GLOVE	
Registration Number:	4710992	BODY GLOVE KIDS	
Registration Number:	4710991	BODY GLOVE KIDS	
Registration Number:	4385349	BODY GLOVE SURGE	
Registration Number:	3607390	BODY GLOVE	
Registration Number:	3663526		
Registration Number:	4575084		
Registration Number:	4999157	MERMAID LINDEN	
Serial Number:	86670225	ALL THINGS WATER	
Serial Number:	86780746	FITS LIKE A GLOVE	
CORRESPONDENCE DATA			
Fax Number:	2124726262		
<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>			

OP \$340.00 4389018

Phone: 2124726262
Email: arlatifi@tuckerlatifi.com
Correspondent Name: Ali R. Latifi
Address Line 1: 160 East 84th Street
Address Line 2: Suite 5E
Address Line 4: New York, NEW YORK 10028

NAME OF SUBMITTER:	Ali R. Latifi
SIGNATURE:	/Ali R. Latifi/
DATE SIGNED:	11/16/2016

Total Attachments: 7
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U.S. TRADEMARK ASSIGNMENT

This U.S. Trademark Assignment (this "Assignment") is effective as of October 31, 2016, by and between Body Glove International, LLC, a California limited liability company ("Assignor") and Body Glove IP Holdings LP, a Delaware limited partnership ("Assignee").

WHEREAS, Assignor owns the United States trademark applications and registrations identified in the attached Schedule A (collectively referred to as the "Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of the date hereof, by and among Assignor, Assignee, Dive N' Surf, Inc., and the Seller's Representative (as defined therein), Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the parties hereto wish to record such assignment; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee is the successor to the business of Assignor to which the Trademarks pertain, which business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of the Assignor's worldwide rights, title, and interests in and to the Trademarks, including, without limitation, (a) all registrations and applications of the Trademarks, (b) all common law rights in and to the Trademarks, (c) the goodwill of the business symbolized by and associated with the Trademarks, and (d) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Trademarks, including, without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.

2. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.

3. Further Assurances. At the reasonable request of Assignee, Assignor will (without additional compensation or charge) execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary in order to effectively transfer, contribute, assign, and deliver to Assignee, all rights, title, and interests in, to, and under all of the Trademarks.

4. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its respective successors and permitted assigns and will inure to the benefit of and be enforceable by Assignee and its successors and permitted assigns.

5. Governing Law. This Assignment will be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice

or conflict of law provision or rule (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.

6. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. It is understood that any finding of invalidity of one assignment as effected hereby will not affect the assignment of other Trademarks.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission will be as effective as an original executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

BODY GLOVE INTERNATIONAL, LLC

By: 
Russell Lesser, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

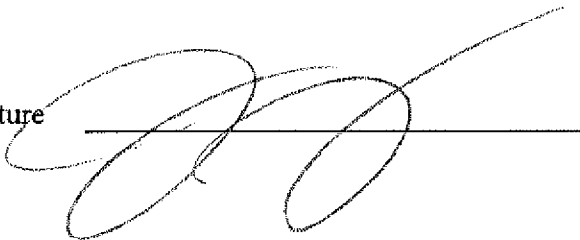
State of California)
County of Los Angeles)

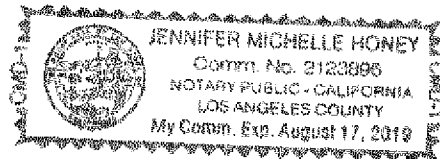
On October 31, 2016, before me, Jennifer Honey, a Notary Public, personally appeared Russell Lesser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



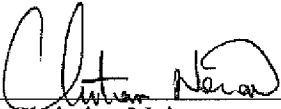


Accepted by:

BODY GLOVE IP HOLDINGS LP

By: Marquee Brands IP GP LLC, its general partner

By: Marquee Brands LLC, its sole member

By:  _____

Name: Christian Neira



Title: Authorized Signatory



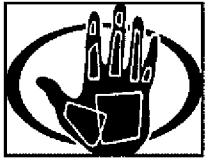


Signature Page to U.S. Trademark Assignment

TRADEMARK
REEL: 005922 FRAME: 0373

Schedule A

Trademarks

Mark	Class	Filing Date Serial #	Date Issued Registration #
BODY GLOVE	005	4/13/2012 85/597,864	8/20/2013 4,389,018
BODY GLOVE	009 010 014 025 028	12/20/2011 85/500,240	8/7/2012 4,186,526
BODY GLOVE plus Design 	005	4/13/2012 85/597,866	8/20/2013 4,389,019
BODY GLOVE plus Design 	009 010 014 018 025 028	4/22/2008 77454548	12/9/2008 3543210
BODY GLOVE KIDS	009 025 028	5/20/2014 86/286,992	3/31/2015 4,71,0992

BODY GLOVE KIDS plus Design 	009 025 028	5/20/2014 86/286,970	3/31/2015 4,710,991
BODY GLOVE SURGE	005	7/2/2012 85/667,266	8/13/2013 4,385,349
BODY GLOVE plus Recycle Design 	011	5/5/2008 77/466,234	4/14/2009 3,607,390
HAND Design with Square Box 	003	1/28/2009 77/658,722	8/4/2009 3,663,526
HAND Design with Square Box 	005	11/20/2013 86/124,417	7/29/2014 4,575,084
MERMAID LINDEN plus design 	009 025 028	12/23/2014 86/489,502	7/12/2016 4,999,157

ALL THINGS WATER	009 025 028	6/22/2015 86/670,225	
FITS LIKE A GLOVE	010	10/7/2015 86/780,746	