

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maverick Apparel, LLC		11/30/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	STUDIO RAY, LLC		
Street Address:	512 SEVENTH AVENUE, 18TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4836373	XTREME XPOSURE	
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:	terry@ovedlaw.com		
Correspondent Name:	Terrence A. Oved, Esq.		
Address Line 1:	401 Greenwich Street, 4th Floor		
Address Line 4:	New York, NEW YORK 10013		
NAME OF SUBMITTER:	David Yedid, Esq.		
SIGNATURE:	/dy/		
DATE SIGNED:	12/15/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated November 30, 2016 (the "Effective Date"), is made and entered into by and between Maverick Apparel LLC (the "Assignor"), a New York limited liability company, and Studio Ray, LLC (the "Assignee"), a New York limited liability company.

WHEREAS, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase from Assignor the unregistered and registered trademark for the mark "XTREME XPOSURE," including without limitation, the United States Patent and Trademark Office Trademark ("USPTO") Registration No. 4836373, registered on October 20, 2015, together with the domestic and international goodwill of the Assignor's business associated therewith (the "Mark").

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Assignor hereby conveys, assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, and to, the Mark, including, without limitation, to the extent legally transferable, all rights of enforcement with respect to past, present, and future infringements and misappropriations thereof and any rights of renewal thereof.

2. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark, and to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, Oved & Oved LLP, 401 Greenwich Street, New York, NY 10013, Attn: Terrence A. Oved, Esq., email terry@ovedlaw.com, regarding any matter relating to the prosecution, alteration or amendment of the Mark.

3. Assignor hereby agrees not to challenge the validity of the ownership by Assignee, its successors and assigns, of the Mark.

4. Assignee shall not assume, or cause to be assumed, or be deemed to have assumed or caused to have assumed any liabilities of Assignor or any of its affiliates as a result of the acquisition by Assignee of the Mark.

5. Assignor hereby represents and warrants to Assignee as follows:

(a) Assignor (i) owns the Mark and all right, title and interest therein, without obligation to pay any royalty or any other fees with respect thereto, (ii) has the right to convey, assign and transfer the Mark to Assignee, and (iii) hereby conveys, assigns and transfers to Assignee good and marketable title to the Mark free and clear of any and all liens, pledges, charges, mortgages, security interests, claims, licenses to third parties, options, rights of first refusal, transfer restrictions, collateral assignments, levies, escrows, conditional sale contracts, title retention contracts, indentures, security agreements or any other encumbrance or other restriction or limitation on ownership or use of property or irregularities in title of the Mark (collectively, "Encumbrances").

(b) No contracts or other agreements exist (i) that involve a license or other grant of rights by Assignor to any third party with respect to the Mark or (ii) that grant to Assignor or any of its affiliates rights for the use of the Mark.

(c) The execution and delivery of this Assignment does not and will not (i) conflict with any of the provisions of the certificate of incorporation or by laws or equivalent charter documents of Assignor, in each case, as amended from time to time, (ii) create any Encumbrance upon the Mark, (iii) conflict with or result in a breach of, or constitute a default under, or result in the acceleration of any obligation or loss of any benefits under, any material agreement or other instrument to which Assignor is a party or by which any of its properties or assets are bound, or (iv) contravene any law, rule, regulation, order, judgment or decree applicable to Assignor, or by which the Mark is bound.

(d) The execution, delivery and performance of this Assignment does not and will not require the consent or approval of, or filing with, any governmental entity or any other entity, partnership or person.

(e) There is no action, suit, proceeding at law or in equity, any arbitration or any administrative or other proceeding, or any investigation or audit, by, before or against any governmental entity or any other entity, partnership or person, pending or threatened, with respect to the Mark.

(f) Neither Assignor nor any of its affiliates has made any claim of a violation, infringement, misuse or misappropriation against any third party (including any employee or former employee of assignor or any of its affiliates) of its rights to, or in connection with, the Mark, which claim is still pending. To the knowledge of Assignor, no third party (including any employee or former employee of Assignor or any of its affiliates) is violating, infringing, misusing, or misappropriating the Mark. Neither Assignor nor any of its affiliates has received any notice or claim from any third party challenging the right of Assignor or such affiliate to use the Mark. The use of the Mark as used by the Assignor does not infringe or misappropriate any intellectual property rights of any third party. There are no pending or threatened claims by any entity, partnership or person or governmental entity of a violation, infringement, misuse or misappropriation of any intellectual property owned by any third party, relating to the use and registration of the Mark by Assignor.

6. Assignor, from and after the date of this Assignment, shall cease all use, sourcing, purchasing, production, manufacturing, importing, distribution, marketing, advertising, licensing, sale, assignment, and other activities relating to the Mark; provided, that from the date of this Assignment and continuing for a period of nine (9) months after the Effective Date (the "Sell-Off Period"), Assignor shall be permitted on a non-exclusive, royalty-free basis to complete the distribution and delivery of existing inventory in the possession, custody or control of the Assignor. Assignors shall not hereafter, directly or indirectly, apply, or attempt to obtain, a trademark registration for the Mark anywhere in the world.

7. Assignor shall indemnify, defend, and hold harmless Assignee, Assignee's affiliates, successor and assigns and their respective members, directors, officers, agents, employees and representatives (collectively, "Indemnitees") from and against any and all claims, liabilities, losses, suits, damages, penalties, fees, costs and expenses (including, without limitation, reasonable attorneys' fees) any Indemnatee may suffer, sustain, incur, pay or become subject to, as a result of, in connection with, relating to, incidental to, or by virtue of (i) Assignor's breach of any representation or warranty contained in this Assignment, or (ii) Assignor's breach of any covenant or agreement of Assignor contained in this Assignment.

8. This instrument is being executed by Assignor and Assignee and shall inure to the benefit of, and be binding upon, Assignor and Assignee, and their respective successors and assigns, and shall be effective as of the date hereof.

9. Assignor covenants that it will, at any time and from time to time upon written request from Assignee, execute and deliver to Assignee, its successors and assigns, any new or confirmatory instruments and do and perform any other acts which Assignee, its successors and assigns, may reasonably request in order to fully assign and transfer to and vest in Assignee, its successors and assigns, and to protect its or their right, title and interest in and enjoyment of, the Mark, or to enable Assignee, its successor and assigns, to realize upon or otherwise enjoy the Mark.

10. This instrument shall be construed, and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof). The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court located in New York, New York.

11. In the event that any part of this Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Assignment shall remain in full force and effect, only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transaction contemplated hereby in substantially the same manner as originally set forth.

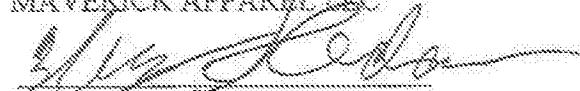
12. This instrument may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Delivery of an executed counterpart to this instrument by facsimile or .pdf shall have the same force and effect as delivery of an original executed counterpart of this instrument.

13. This instrument, together with that certain Agreement and Release by and between the Assignor and the Assignee, dated December 13, 2016, sets forth the entire understanding of Assignor and Assignee with respect to the transactions contemplated hereby and supersedes all prior agreements or understandings among the parties hereto regarding those matters. This instrument may be amended or modified only by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

MAVERICK APPAREL LLC



By: Henry Shalam,

Title: Member / Treasurer

ASSIGNEE

STUDIO RAY LLC



By: Ray Haber

Title: Managing Member