

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faunus Group International, Inc.		01/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FGI Worldwide, LLC		
Street Address:	80 Broad Street		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2899558	CLEARING THE PATH TO GLOBAL SUCCESS	
Registration Number:	4056110	FGI	
Registration Number:	4261965	FGI CAPITAL	
Registration Number:	4056111	FGI FINANCE	
Registration Number:	3328664	NO DEAL IS TOO COMPLEX. NO MARKET IS OUT	
Registration Number:	3985822	WORLDWATCH	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		

OP \$165.00 2899558

DATE SIGNED:	01/18/2017
Total Attachments: 3 source=DOC072#page1.tif source=DOC072#page2.tif source=DOC072#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of September 30, 2016, by and between Faunus Group International, Inc. ("Assignor") and FGI Worldwide, LLC, a Delaware Limited Liability Company, having an address at 80 Broad Street, 22nd Floor, New York, New York 10004 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Contribution Agreement dated as of September 30, 2016 (the "Contribution Agreement") pursuant to which Assignor contributed and assigned, and Assignee accepted the contribution and assignment of, certain Assets of the Business, including without limitation, the trademarks and registrations set forth on Schedule I attached hereto ("Assigned Marks"); and

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Marks and all goodwill associated therewith;

WHEREAS, Assignee is the successor to that portion of the Business to which the Assigned Marks pertain and such Business is ongoing and existing; and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Marks and all goodwill associated with the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

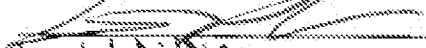
1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the Assigned Marks, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, including all rights of priority, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, and for the use and enjoyment of Assignee's successors, assigns and 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, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
3. This Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and

Assignee with respect to the Assigned Marks. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Contribution Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Contribution Agreement and is subject to the terms and conditions set forth in the Contribution Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Contribution Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Contribution Agreement, the terms and provisions of the Contribution Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 17 day of January, 2017.

ASSIGNOR:


FAUNUS GROUP INTERNATIONAL,
INC.

By: 
Name: David N. Diem
Title: CEO/President

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 17 day of January, 2017.

ASSIGNEE:

FGI WORLDWIDE, LLC

By: 
Name: David N. Diem
Title: CEO/President

[Signature Page to Trademark Assignment]

SCHEDULE 1

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
CLEARING THE PATH TO GLOBAL SUCCESS	U.S.	2,899,558	November 2, 2004	Registered
FGI	U.S.	4,056,110	November 15, 2011	Registered
FGI CAPITAL	U.S.	4,261,965	December 18, 2012	Registered
FGI FINANCE	U.S.	4,056,111	November 15, 2011	Registered
NO DEAL IS TOO COMPLEX. NO MARKET IS OUT OF REACH	U.S.	3,328,664	November 6, 2007	Registered
WORLDWATCH	U.S.	3,985,822	June 28, 2011	Registered