

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415505

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 701 Ventures, Inc. | | 05/26/2016 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | F-Troop LLC | | |
| Street Address: | 701 First Avenue North | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55403 | | |
| Entity Type: | Limited Liability Company: MINNESOTA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4159820 | DIAMOND DOG | |
| Registration Number: | 5005987 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123343222 | | |
| <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: | 612-334-3222 | | |
| Email: | mneumann@wck.com | | |
| Correspondent Name: | Amanda M. Prose | | |
| Address Line 1: | 900 Second Avenue South, Suite 1400 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Amanda M. Prose | | |
| SIGNATURE: | /Amanda M. ProsE/ | | |
| DATE SIGNED: | 02/09/2017 | | |
| Total Attachments: 4 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 26, 2016, is made by and between 701 Ventures, Inc. dba First Avenue (“**Assignor**”), a Minnesota corporation, located at 701 First Avenue North, Minneapolis, Minnesota 55403, in favor of F-Troop LLC (“**Assignee**”), a Minnesota limited liability company, located at 701 First Avenue North, Minneapolis, Minnesota 55403, the purchaser of certain assets of Assignor pursuant to a Trademark Acquisition Agreement between Assignor and Assignee, dated on or about the date hereof (the “**Acquisition Agreement**”).

WHEREAS, under the terms of the Acquisition Agreement, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Acquisition Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Acquisition Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Acquisition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

701 VENTURES, INC. dba First Avenue

By: 
Name: Byron Frank
Title: Chairman

Address for Notices:

701 First Avenue North
Minneapolis, MN 55403
E-mail: byron@first-avenue.com
Attention: Byron Frank

AGREED TO AND ACCEPTED:

F-TROOP LLC

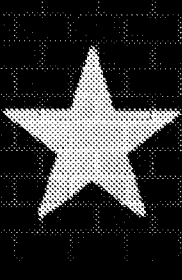
By: 
Name: Dayna Frank
Title: Executive Vice President

Address for Notices:

701 First Avenue North
Minneapolis, MN 55403
E-mail: dayna@first-avenue.com
Attention: Dayna Frank

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

| Trademark | Serial No. | U.S. Registration No. |
|--|-------------------|------------------------------|
| DIAMOND DOG DIAMOND DOG | 85/108,008 | 4,159,820 |
| STAR logo (Bricked)  | 86/650/128 | 5,005,987 |