

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Battlefield Collection Inc.		05/31/2013	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Battle4D, Inc.		
Street Address:	2921 Brighton Henrietta Town Line Road		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14623		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4041322	BATTLEFIELD COLLECTION	
Registration Number:	4038147	HONOR THE PAST, INSPIRE THE FUTURE	
Registration Number:	4038144		
Registration Number:	4010670	AUTHENTIC MILITARY SPORTSWEAR	
CORRESPONDENCE DATA			
Fax Number:	5852322152		
<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:	5852311382		
Email:	kshimomura@hselaw.com		
Correspondent Name:	Kimberly I. Shimomura		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 2:	Harter Secrest & Emery LLP		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Kimberly I. Shimomura		
SIGNATURE:	/Kimberly I. Shimomura/		
DATE SIGNED:	02/09/2017		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("*Trademark Assignment*"), dated as of this 31st day of May, 2013, is made by and among **BATTLEFIELD COLLECTION INC.**, a New York corporation having an address at 125 Foreman Drive, Rochester, New York 14616 ("*Battlefield*"), **FRANK LOPEZ**, an individual having an address at 125 Foreman Drive, Rochester, New York 14616 ("*Lopez*") and **NICHOLAS NUCCI**, an individual having an address at 7 Saint Elias Circle, Rochester, New York 14626 ("*Nucci*") and together with Battlefield and Lopez, collectively "*Seller*", in favor of **BATTLE4D, INC.**, a New York corporation having an address at 2921 Brighton Henrietta Town Line Road, Rochester, New York 14623 ("*Buyer*"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Buyer and Seller, dated as of the 10th day of January, 2013 (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset 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 Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller'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 and/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. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase 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 to be 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

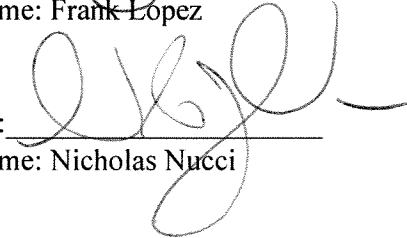
[SIGNATURE PAGE FOLLOWS]

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

**BATTLEFIELD COLLECTION,
INC.**

By: 
Name: Frank Lopez
Title: President

By: 
Name: Frank Lopez

By: 
Name: Nicholas Nucci

AGREED TO AND ACCEPTED:

BATTLE4D, INC.

By: _____
Name: Todd Levine
Title: President

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

**BATTLEFIELD COLLECTION,
INC.**

By: _____

Name: Frank Lopez

Title: President

By: _____

Name: Frank Lopez

By: _____

Name: Nicholas Nucci

AGREED TO AND ACCEPTED:

BATTLE4D, INC.

By:  _____

Name: Todd Levine

Title: President

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

(SEE ATTACHED)

Battlefield Collection Inc.

Trademark Report by Mark

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AUTHENTIC MILITARY SPORTSWEAR							
United States	97093.000005	3/7/2011	85/259,373	8/9/2011	4,010,670	REGISTERED	25
BATTLEFIELD COLLECTION							
United States	97093.000003	3/7/2011	85/259,356	10/18/2011	4,041,322	REGISTERED	25
DESIGN							
United States	97093.000004	3/7/2011	85/259,403	10/11/2011	4,038,144	REGISTERED	25
HONOR THE PAST, INSPIRE THE FUTURE							
United States	97093.000006	3/7/2011	85/259,451	10/11/2011	4,038,147	REGISTERED	25
END OF REPORT						TOTAL ITEMS SELECTED =	4