

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great White Shark Enterprises, Inc.		03/14/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	ABG-Shark, LLC		
Street Address:	1411 Broadway, Fourth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86869093	ATTACK LIFE	
Registration Number:	4791115	ATTACK LIFE	
Registration Number:	3940417	GREG NORMAN	
Registration Number:	3525777	GREG NORMAN	
Registration Number:	2686860	GREG NORMAN	
Registration Number:	2007271	GREG NORMAN	
Registration Number:	2056373	GREG NORMAN	
Registration Number:	4369948	GREG NORMAN ESTATES SHARK RED	
Registration Number:	2153257	GREG NORMAN	
Registration Number:	3940418		
Registration Number:	4179905		
Registration Number:	4026507		
Registration Number:	2361139		
Registration Number:	2077786		
Registration Number:	2050014		
Registration Number:	2177349		
Registration Number:	2759171	SHARK.COM	
Registration Number:	2340124	TOURNEY	
Serial Number:	86832562		

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86982007	
Registration Number:	2502726	GREG NORMAN ESTATES

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6464909839
 Email: trademark@abg-nyc.com
 Correspondent Name: Bridgette Fitzpatrick
 Address Line 1: 1411 Broadway, Fourth Floor
 Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	03/30/2017

Total Attachments: 6

source=GWSE US assignment#page1.tif
 source=GWSE US assignment#page2.tif
 source=GWSE US assignment#page3.tif
 source=GWSE US assignment#page4.tif
 source=GWSE US assignment#page5.tif
 source=GWSE US assignment#page6.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of March 14, 2017 by and between Great White Shark Enterprises, Inc., a Florida corporation (the "Assignor") and ABG-Shark, L.L.C, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Trademark Purchase Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Trademark Purchase Agreement"), providing, subject to the terms and conditions set forth therein, effective as of the Closing, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, bare legal title and interest in and to all of the Purchased Assets, including the Brand Trademarks (as such terms are defined in the Trademark Purchase Agreement), on the terms set forth in the Trademark Purchase Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Trademark Purchase Agreement;

WHEREAS, the Purchased Assets includes the trademarks and service mark registrations and applications for registration identified on the attached Schedule A (the "Assigned Trademarks"); and

WHEREAS, in accordance with the Trademark Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks identified on Schedule A, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Trademark Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns (a) all of Assignor's worldwide right, bare legal title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Closing and on the terms set forth in the Trademark Purchase Agreement; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all

income, royalties or payments due or payable as of the Closing or thereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Closing and on the terms set forth in the Trademark Purchase Agreement.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of such Assignor's right, bare legal title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Other Provisions. Sections 8.02 (Notices), 8.03 (Counterparts), 8.04 (Amendment of Agreement), 8.05 (Successors and Assigns; Assignability; Parties In Interest), 8.06 (Governing Law), 8.12 (Dispute Resolution; Submission to Jurisdiction), and 8.15 (Interpretation) of the Trademark Purchase Agreement are hereby incorporated by reference into this Assignment and the provisions of such Sections shall be applied, *mutatis mutandis*, to this Assignment.

5. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Trademark Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Trademark Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Trademark Purchase Agreement, the Trademark Purchase Agreement will govern.

6. Further Assurances. Without further consideration, at Assignee's reasonable request, Assignor agrees to execute and deliver such other documents and to take such other actions as the Assignee may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as may be necessary to effectuate, confirm and/or record the assignment in the Assigned Trademarks granted herein to Assignee with any applicable government entity.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

GREAT WHITE SHARK ENTERPRISES, INC.

By: 

Name: Chris Dillavou

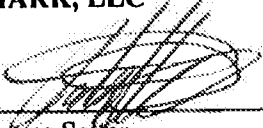
Title: Senior Vice President

Signature Page to the Trademark Assignment

TRADEMARK
REEL: 006022 FRAME: 0599

ASSIGNEE:

ABG-SHARK, LLC

By: 
Name: James Salter
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK
REEL: 006022 FRAME: 0600**

Country	Trademark	Appl. No	Registration No
United States of America	ATTACK LIFE word mark	86/869,093	n/a
United States of America	ATTACK LIFE with Shark Design in Color	85/983,223	4,791,115
United States of America	GREG NORMAN	85/095,493	3,940,417
United States of America	GREG NORMAN	78/760,385	3,525,777
United States of America	GREG NORMAN	75/538,617	2,686,860
United States of America	GREG NORMAN	75/975,257	2,007,271
United States of America	GREG NORMAN	75/975,726	2,056,373
United States of America	GREG NORMAN ESTATES SHARK RED	85/673,885	4,369,948
United States of America	GREG NORMAN with Shark Design in Color	74/632,813	2,153,257
United States of America	SHARK design (black & white)	85/095,500	3,940,418
United States of America	SHARK design (black & white)	85/022,731	4,179,905

Country	Trademark	Appl. No	Registration No
United States of America	SHARK design (black & white)	77/644,168	4,026,507
United States of America	SHARK design (black & white)	75/417,545	2,361,139
United States of America	SHARK design (black & white)	74/393,100	2,077,786
United States of America	SHARK design (black & white)	75/975,693	2,050,014
United States of America	SHARK Design in Color	75/149,921	2,177,349
United States of America	SHARK.COM	75/719,303	2,759,171
United States of America	TOURNEY	75/542,454	2,340,124
United States of America	New SHARK Logo	86/832,562	n/a
United States of America	New SHARK Logo	86/982,007	n/a
United States of America	GREG NORMAN ESTATES (with Signature and Shark Design)	75/761,007	2,502,726