

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KGWE, LLC		02/08/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Last Men, LLC		
Street Address:	1625 N. Damen street, 2nd floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60647		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3637282	EGOTASTIC	
Registration Number:	4116591	EGOTASTIC	
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>			
Phone:	8182931800		
Email:	vp@artechlaw.com		
Correspondent Name:	Virginie Parant		
Address Line 1:	Ste 300, 3500 W Olive Ave		
Address Line 4:	Burbank, CALIFORNIA 91505-4647		
NAME OF SUBMITTER:	Virginie Parant		
SIGNATURE:	/Virginie Parant/		
DATE SIGNED:	04/10/2017		
Total Attachments: 3			
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TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "Assignment") is made and entered into as of February 8, 2017 by and among KGWE, LLC, a California limited liability company ("Assignor") and Last Men, LLC, an Illinois limited liability company ("Assignee"). WHEREAS, the Assignor and the Assignee are certain of the parties to that certain Asset Purchase Agreement, dated as of an even date herewith (the "Purchase Agreement"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are owned by or used for the Sites (as defined in the Purchase Agreement), including, without limitation, those trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (b) 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 (c) the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.



2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. A signed copy of this 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 Assignment.

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

5. Governing Law. This Assignment and any action related thereto will be governed, controlled, interpreted and defined by and under the laws of the State of Illinois, without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SELLER: KGWE, LLC	BUYER: Last Man, LLC
By: 	By: 
Print name: Ryan Kavanaugh	Print name: Sam Rakowski
Title: Authorized Signatory	Title: President

CONFIDENTIAL

SCHEDULE A
 ASSIGNED TRADEMARKS
U.S. Trademarks

Mark	Country	Registration No. and Date	Status
Egotastic	United States	77188644 5/23/07	Registered
Egotastic	United States	77187404 5/23/07	Registered

Foreign Trademarks

Mark	Country	Registration No. and Date	Status
Egotastic	Canada	1341268 3/28/07	Registered