

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dualstar Entertainment Group, LLC		02/01/2013	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TR Holding, LLC		
Street Address:	609 Greenwich Street, 3/F		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3795042	THE ROW	
Registration Number:	4132366	THE ROW	
Registration Number:	4123159	THE ROW	
Registration Number:	3858397	THE ROW	
Registration Number:	3506697	THE ROW	
Registration Number:	4132367	THE ROW	
Serial Number:	85840470	THE ROW	
Serial Number:	78760537	THE ROW	
Serial Number:	77099814	THE ROW	
Serial Number:	77099812	THE ROW	
Registration Number:	3801275	TR	
Registration Number:	4123158	TR	
Registration Number:	3478340	TR	
Registration Number:	4110331	TR	
CORRESPONDENCE DATA			
Fax Number:	3102283953		
<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>			

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Phone: 310-228-3700
Email: rwalsh@smrh.com
Correspondent Name: Susan Hwang, Esq.
Address Line 1: 1901 Avenue of the Stars, Suite 1600
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 36TK-179753

NAME OF SUBMITTER: Susan Hwang

SIGNATURE: /Susan Hwang/

DATE SIGNED: 04/18/2017

Total Attachments: 10

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CONTRIBUTION AND SALE AGREEMENT

This CONTRIBUTION AND SALE AGREEMENT (“**Agreement**”), dated as of February 1, 2013, is by and between Dualstar Entertainment Group, LLC, a California limited liability company (“**Transferor**”), and TR Holding, LLC, a Delaware limited liability company (“**Transferee**”).

WHEREAS, Transferee is the wholly-owned subsidiary of the Transferor;

WHEREAS, Transferor and Transferee desire to enter into this Agreement pursuant to which Transferor will (i) convey all of the membership interests in TR Apparel, a Delaware limited liability company (“**TR Apparel**”), (ii) convey the Company Intellectual Property (as defined in Schedule 1, attached hereto), (iii) assign its rights and obligations under (x) that certain Trademark License Agreement between the Transferor and TR Apparel, effective June 1, 2008, as the same may be amended (as so amended, the “**Trademark License Agreement**”, and attached hereto as Exhibit A) and (y) the Employee Inventions Agreements (as defined below), to Transferee on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, contemporaneously hereto, Transferee is entering into that certain Unit Purchase Agreement with Transferor, [REDACTED] the “**Series A Investors**”) (“**Purchase Agreement**”), and entry into this Agreement is a condition to and an integral part of the Series A Investors’ investment in the Series A Preferred Units (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution of Assets. At the Initial Closing (as defined in the Purchase Agreement), and on the terms and subject to the conditions set forth in this Agreement:

(a) Transferor hereby contributes, transfers, assigns, conveys and delivers to Transferee, and Transferee does hereby acquire and accept from Transferor, all of Transferor’s right, title and interest in, to and under the assets described in Schedule 1 attached hereto.

(b) Transferor hereby contributes, assigns, grants, conveys and transfers to Transferee all of Transferor’s right, title and interest in and to the Trademark License Agreement.

(c) Transferor hereby contributes, assigns, grants, conveys and transfers to Transferee all of Transferor’s right, title and interest in and to each Agreement Regarding Confidential Information and Inventions/Works For Hire executed by any past or present employee of TR Apparel or any of its Subsidiaries (the “**Employee Inventions Agreements**”).

(d) As consideration for the contribution of the assets set forth under clauses (a), (b) and (c) above, Transferee shall issue [REDACTED] common membership units to the Transferor.

2. Sale of Assets. At the Initial Closing (as defined in the Purchase Agreement), and on the terms and subject to the conditions set forth in this Agreement:

(a) Transferor hereby sells to Transferee a membership interest in TR Apparel that has a fair market value of \$ [REDACTED] (corresponding to TR Apparel's interest in a like amount of accounts receivable) (collectively, with clauses 1(a) and 1(b), the "Assets").

(b) As consideration for the sale of the membership interests in Section 2(a), Transferee shall provide the Sale Consideration to Transferor.

3. Acceptance of Assignment by Transferee and TR Apparel. Pursuant to the assignment described in Section 1(b), Transferee hereby accepts and assumes all of Transferor's duties and obligations under the Trademark License Agreement and agrees to pay, perform and discharge, as and when due, all of the obligations of Transferor under the Trademark License Agreement accruing on and after the date hereof. In addition, pursuant to Section 11 of the Trademark License Agreement, TR Apparel's acknowledgement and consent to this Agreement shall constitute its acknowledgment and consent to the assignment of the Trademark License Agreement, and the continuing enforceability of the Trademark License Agreement upon the execution of this Agreement.

4. Representations and Warranties of the Transferor.

(a) **Organization of Transferor.** Transferor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

(b) **Authority.** Transferor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferor has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferor and (assuming due authorization, execution and delivery by Transferee) shall constitute Transferor's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) **No Violation.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by the Transferor does not (a) violate or conflict with the articles of organization or the limited liability operating agreement of the Transferor, (b) conflict with or violate any law or governmental order applicable to either the Transferor or the Assets, or (c) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or require any consent of or notice to any person or entity pursuant to, or give to any person or entity any rights of termination, amendment, modification, acceleration or cancellation of, or give to any person or entity any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under, or allow for the imposition of any fees or penalties under, or result in the loss of any benefit under or result in the creation of any liens on any of the Assets, or otherwise adversely affect the rights of the Transferor pursuant to any contract, license or similar arrangement to which Transferor is party or by which any of the Assets is bound or affected.

(d) **Ownership and Transfer of Assets.** Transferor has valid, good and marketable title to all of the Assets, and such Assets are free and clear of all liens. Transferor has the

unrestricted right to contribute, sell, transfer, assign, convey and deliver to Transferee all right, title and interest in and to, or in the case of leased or subleased Assets, all right, title and interest in and to the leasehold interest relating to, the Assets without penalty or other adverse consequences.

5. Representations and Warranties of the Transferee.

(a) **Organization of Transferee.** Transferee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) **Authority.** Transferee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferee has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferee and (assuming due authorization, execution and delivery by Transferor) shall constitute Transferee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

6. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

(a) **"Sale Consideration"** shall mean a payment of \$ [REDACTED] in cash by the Company to Dualstar at the Initial Closing.

(b) **"Subsidiary"** shall mean, with respect to any person, any corporation, association or other business entity of which such Person, directly or indirectly, owns more than fifty percent (50%) of the issued and outstanding shares of capital stock or equity interests entitling such Person, directly or indirectly, to elect a majority of the directors of such corporation, association or other business entity.

7. Tax Treatment. The parties agree that, for U.S. federal and state income tax purposes, the transactions occurring pursuant to this Contribution and Sale Agreement and the Purchase Agreement on the Initial Closing Date shall be treated as (i) a contribution by the Series A Investors to the Transferee, in exchange for membership interests in the Transferee, of the amount of cash paid by the Series A Investors on such date pursuant to Article 2 of the Purchase Agreement, (ii) a sale by Transferor to the Transferee, in exchange for the Sale Consideration, of accounts receivable that have arisen in the course of the trade or business that will be conducted by Transferee and TR Apparel following the Initial Closing, and (iii) a contribution by Transferor to the Transferee, in exchange for a membership interest in the Transferee in a transaction that is tax-free under Section 721 of the Code, of all the other assets that the Transferee and TR Apparel will hold (together with the liabilities to which the Transferee and TR Apparel will be subject) following the Initial Closing. The parties to this Agreement shall, and shall cause their affiliates to, file their federal and state tax returns in accordance with such treatment.

8. Further Assurances. Transferor and Transferee agree to execute, and to cause TR Apparel to execute, any and all documents and instruments of transfer, assignment, assumption

or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the Transaction Documents (as defined below) and the transactions contemplated by this Agreement.

9. Entire Agreement. This Agreement, together with the Purchase Agreement, the Amended and Restated Limited Liability Company Agreement of Transferee and other documents referred to in either such agreements (the “**Transaction Documents**”), constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

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

11. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that the Series A Investors are relying on this Agreement in connection with their determination to execute the Purchase Agreement and to make the investment in Transferee contemplated by the Purchase Agreement. Accordingly, each of the Series A Investors is hereby named as an express third-party beneficiary of this Agreement, with full rights as such to enforce this Agreement on behalf of the Company.

12. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of laws principles.

15. Dispute Resolution. Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration and administered by the American Arbitration Association (“**AAA**”) under its Commercial Arbitration Rules, except as they may be modified herein or by agreement of the parties to the arbitration. The place of arbitration shall be New York, New York. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s) and the relief requested. Within

30 days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), setting out the nature of such counterclaims(s) and the relief requested. The tribunal shall consist of three (3) arbitrators. The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within 30 days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. If either claimant or respondent shall fail to appoint an arbitrator, as herein provided, or should the two arbitrators so appointed fail to select a third arbitrator within 30 calendar days following their appointment, then, in either event, the AAA shall appoint any such arbitrator. The tribunal shall have the power to rule on any challenge to its own jurisdiction and may make its decisions by a majority or by the chair if no majority is possible. Any challenge of an arbitrator for lack of impartiality or other ground shall be decided by the AAA. The tribunal shall have the power to grant any remedy or relief that it deems appropriate. The judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and the award shall be final and binding on the parties to the arbitration.

16. Counterparts. This Agreement 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 Agreement 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TRANSFEROR:

Dualstar Entertainment Group, LLC


By: Dualstar Entertainment Group, Inc.,

By:  _____

Name: 

Title: Co-Chief Executive Officer and Co-President

By:  _____

Name: 

Title: Co-Chief Executive Officer and Co-President

TRANSFeree:

TR Holding, LLC

By:  _____

Name: Francois Kress

Title: President and Chief Operating Officer

ACNOWLEDGEMENT AND CONSENT (solely regarding Section 3):

TR APPAREL:

TR Apparel, LLC

By: TR Holding, LLC

By: 

Name: Francois Kress

Title: President and Chief Operating
Officer

REDACTED PAGES

Exhibit B

Assignment from Dualstar Entertainment Group, LLC to TR Holding, LLC

All patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in to and under any of the foregoing, and in any and all cases that are used by TR Apparel or its subsidiaries in the conduct of the TR Apparel's and its Subsidiaries' business, whether as now conducted or as proposed to be conducted, including, without limitation, all Trademarks as defined in the Trademark License Agreement (regardless of whether such marks are now being used or in the future may be used by TR Apparel or its Subsidiaries in the conduct of TR Apparel's and its Subsidiaries' business) and the trademarks listed below (collectively, "**Company Intellectual Property**").

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date
Argentina	THE ROW	2,758,789	17-Jul-2007	2,243,730	20-Aug-2008
Argentina	THE ROW	2,758,790	17-Jul-2007	2,238,406	15-Jul-2008
Argentina	THE ROW	2,758,791	17-Jul-2007	2,238,407	15-Jul-2008
Argentina	THE ROW	2,758,792	17-Jul-2007	2,238,408	15-Jul-2008
Australia	THE ROW	1,187,108	13-Jul-2007	1,187,108	26-Feb-2008
Bahrain	THE ROW	59,040	26-Aug-2007	59,040	18-May-2011
Bahrain	THE ROW	59,041	26-Aug-2007	59,041	18-May-2011
Bahrain	THE ROW	59,042	26-Aug-2007	59,042	18-May-2011
Bahrain	THE ROW	59,039	26-Aug-2007	59,039	18-May-2011
Brazil	THE ROW	829,247,777	23-Jul-2007	Published	
Brazil	THE ROW	829,247,874	23-Jul-2007	829,247,874	10-Nov-2009
Brazil	THE ROW	829,247,840	23-Jul-2007	Published	
Brazil	THE ROW	829,247,823	23-Jul-2007	Published	
Canada	THE ROW	1,357,075	25-Jul-2007	TMA830,851	29-Aug-2012
China	THE ROW	6,208,704	07-Aug-2007	6,208,704	14-Mar-2010
China	THE ROW	6,208,703	07-Aug-2007	6,208,703	28-Jan-2010
China	THE ROW	6,208,702	07-Aug-2007	6,208,702	14-Apr-2010
China	THE ROW	6,208,701	07-Aug-2007	6,208,701	14-Apr-2010
European Community	THE ROW	6,099,188	13-Jul-2007	6,099,188	20-May-2008
Hong Kong	THE ROW	301,715,391	15-Sep-2010	301,715,391	04-May-2011
Hong Kong	THE ROW	301,216,106	08-Oct-2008	301,216,106	12-May-2009
India	THE ROW	2,025,484	20-Sep-2010	1,051,157	10-Apr-2012
India	THE ROW	2,025,483	20-Sep-2010	1,046,716	24-Mar-2012
Israel	THE ROW	202,305	17-Jul-2007	202,305	05-Nov-2008
Israel	THE ROW	202,306	17-Jul-2007	202,306	05-Nov-2008
Israel	THE ROW	202,307	17-Jul-2007	202,307	05-Nov-2008
Israel	THE ROW	202,304	17-Jul-2007	202,304	12-Mar-2009
Japan	THE ROW	2007-079779	17-Jul-2007	5,113,112	22-Feb-2008
Korea	THE ROW	40-2010-4935	20-Sep-2010	Pending	
Kuwait	THE ROW	87,823	13-Aug-2007	77,083	08-Feb-2009
Kuwait	THE ROW	87,824	13-Aug-2007	74,434	16-Nov-2008
Kuwait	THE ROW	87,825	13-Aug-2007	74,435	16-Nov-2008

Exhibit B

Assignment from Dualstar Entertainment Group, LLC to TR Holding, LLC

Kuwait	THE ROW	87,822	13-Aug-2007	77,082	08-Feb-2009
Mexico	THE ROW	868,487	16-Jul-2007	999,598	22-Aug-2007
Mexico	THE ROW	868,488	16-Jul-2007	1,006,710	16-Oct-2007
Mexico	THE ROW	868,489	16-Jul-2007	1,055,103	25-Aug-2008
Mexico	THE ROW	868,490	16-Jul-2007	1,055,104	25-Aug-2008
Mexico	TR THE ROW	1,244,002	25-Jan-2012	1,293,264	26-Jun-2012
New Zealand	THE ROW	772,136	13-Jul-2007	772,136	08-Feb-2008
Panama	THE ROW	163,348	20-Jul-2007	163,348	27-Oct-2008
Panama	THE ROW	163,349	20-Jul-2007	163,349	16-Oct-2008
Panama	THE ROW	163,350	20-Jul-2007	163,350	16-Oct-2008
Panama PA	THE ROW	163,347	20-Jul-2007	163,347	27-Oct-2008
Russian Federation	THE ROW	2010-730208	20-Sep-2010	439,424	17-Jun-2011
Russian Federation	THE ROW	2010-730207	20-Sep-2010	443,238	23-Aug-2011
Russian Federation	THE ROW	2010-730206	20-Sep-2010	449,302	15-Dec-2011
Russian Federation	THE ROW	2008-733045	16-Oct-2008	401,966	24-Feb-2010
United States	THE ROW	78/760,497	23-Nov-2005	3,795,042	25-May-2010
United States	THE ROW	77/965,174	22-Mar-2010	4,132,366	24-Apr-2012
United States	THE ROW	85/975,967	27-Jul-2010	4,123,159	03-Apr-2012
United States	THE ROW	78/760,566	23-Nov-2005	3,858,397	05-Oct-2010
United States	THE ROW	78/980,321	23-Nov-2005	3,506,697	23-Sep-2008
United States	THE ROW	77/965,192	22-Mar-2010	4,132,367	24-Apr-2012
United States	THE ROW	85/840,470	04-Feb-2013	Allowed	
United States	THE ROW	78/760,537	23-Nov-2005	Allowed	
United States	THE ROW	77/099,814	05-Feb-2007	Allowed	
United States	THE ROW	77/099,812	05-Feb-2007	Published	
China	TR (Stylized)	8,678,531	17-Sep-2010	8,678,531	07-Oct-2011
European Union	TR (Stylized)	009,374,273	14-Sep-2010	009,374,273	20-Apr-2012
Hong Kong	TR (Stylized)	301,715,409AB	15-Sep-2010	301,715,409AB	21-Nov-2011
Hong Kong	TR (Stylized)	301,715,409AA	15-Sep-2010	301,715,409AA	25-Jul-2011
Japan	TR (Stylized)	2010-073690	17-Sep-2010	5,434,185	26-Aug-2011
Korea	TR (Stylized)	40-2010-49359	20-Sep-2010	40-0898274	06-Jan-2012
Mexico	TR (Stylized)	1,120,834	21-Sep-2010	1,237,101	07-Sep-2011
Mexico	TR (Stylized)	1,120,833	21-Sep-2010	1,194,767	15-Dec-2010
Mexico	TR (Stylized)	1,120,831	21-Sep-2010	1,207,583	18-Mar-2011
Russian Federation	TR (Stylized)	2010730209	20-Sep-2010	452,617	31-Jan-2012
Russian Federation	TR (Stylized)	2010730211	20-Sep-2010	452,618	31-Jan-2012
Russian Federation	TR (Stylized)	2010730212	20-Sep-2010	446,824	03-Nov-2011
United States	TR (Stylized)	78/969,656	08-Sep-2006	3,801,275	08-Jun-2010
United States	TR (Stylized)	85/975,966	28-May-2010	4,123,158	03-Apr-2012
United States	TR (Stylized)	78/980,322	08-Sep-2006	3,478,340	29-Jul-2008
United States	TR (Stylized)	85/976,125	27-Jul-2010	4,110,331	06-Mar-2012