

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Babytrades, LLC		05/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RBG IPCO, LLC		
Street Address:	c/o Kane Kessler, P.C.		
Internal Address:	666 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3024592	SUGARCANE	
CORRESPONDENCE DATA			
Fax Number:	2125416222		
<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:	(212) 541-6222		
Email:	trademark@kanekessler.com		
Correspondent Name:	Brendan P. McFeely - Kane Kessler, P.C.		
Address Line 1:	666 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Brendan P. McFeely		
SIGNATURE:	/brendan p mcfeely/		
DATE SIGNED:	05/02/2017		
Total Attachments: 4			
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OP \$40.00 3024592

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement"), effective as of May 2, 2017 (the "Effective Date"), is entered into by and between Babytrades, LLC ("Assignor") and RBG IPCO, LLC ("Assignee").

WHEREAS, Assignor is the owner of the intellectual property identified in the attached Schedule A (the "Intellectual Property"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Conveyance.** As of the Effective Date, Assignor hereby assigns, transfers and delivers to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property, including the business associated therewith, all goodwill associated therewith and symbolized thereby, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, misappropriation or violation of such Intellectual Property, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Intellectual Property, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Intellectual Property.

2. **Further Assurances.** Assignor shall, from time to time, at the request of Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee to effect, register or maintain the Intellectual Property.

3. **Successors and Assigns.** The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the parties and their respective successors and permitted assigns.

4. **Counterparts.** This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

5. **Titles and Headings.** Titles and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

6. **Governing Law.** This Assignment and any dispute shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the

conflicts of laws principles thereof that might lead to the application of laws other than the laws of the State of New York.

[The remainder of this page has been intentionally left blank.]

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

ASSIGNOR

Babytrades, LLC

By: 

Name: DANIELLE BILLEDIA
Title: MANAGING MEMBER

5/2/17

ASSIGNEE

RBG IP CO, LLC

By: 

Name: DANIELLE BILLEDIA
Title: AUTHORIZED SIGNATORY

5/2/17

SCHEDULE A
INTELLECTUAL PROPERTY

Intellectual Property means Assignor's patents, copyrights, trademarks, trade secrets, technical data and information, know-how, and any other proprietary information and intellectual property rights used in the operation of the following businesses:

1. The SUGARCANE® branded restaurant and nightclub business, including without limitation:
 - a. SUGARCANE, U.S. Trademark Reg. No. 3024592
 - b. SUGARCANE, ETM Reg. No. 012112744
 - c. SUGARCANE, Israeli Trademark Reg. No. 238881
 - d. SUGARCANE, U.K. Trademark Reg. No. 3020651
 - e. The decorative, non-functional components of the SUGARCANE restaurant concept developed or adopted by Licensor to provide SUGARCANE restaurants a distinctive appearance. The trade dress includes, without limitation, the shades and combinations of colors the SUGARCANE restaurants feature, menus and menu board design and graphics and styles of décor, lighting, china, glass and flatware.
 - f. All know-how and other components of the business SUGARCANE restaurant concept under which SUGARCANE restaurants operate, and any other confidential information which Licensor imparts to Licensee with respect to a restaurant's construction, operation or management, in any manner including, without limitation, the choosing and use of signage, media, décor, websites and software. The trade secrets, individually and in the aggregate, constitute valuable commercial and industrial secrets hereto.
2. The BOCCE™ branded restaurant business, including without limitation:
 - a. The decorative, non-functional components of the BOCCE restaurant concept developed or adopted by Licensor to provide BOCCE restaurants a distinctive appearance. The trade dress includes, without limitation, the shades and combinations of colors the BOCCE restaurants feature, menus and menu board design and graphics and styles of décor, lighting, china, glass and flatware.
 - b. All know-how and other components of the business BOCCE restaurant concept under which BOCCE restaurants operate, and any other confidential information which Licensor imparts to Licensee with respect to a restaurant's construction, operation or management, in any manner including, without limitation, the choosing and use of signage, media, décor, websites and software. The trade secrets, individually and in the aggregate, constitute valuable commercial and industrial secrets hereto.