

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431239

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| LionTree LLC  |  | 01/01/2017            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Benjamin Holdings LLC                              |                       |  |
| <b>Street Address:</b>  | 660 Madison Avenue                                 |                       |  |
| <b>Internal Address:</b>  | 15th Floor   |                       |  |
| <b>City:</b>  | New York   |                       |  |
| <b>State/Country:</b>   | NEW YORK   |                       |  |
| <b>Postal Code:</b>   | 10065  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4635192  | LIONTREE              |  |
| <b>Registration Number:</b>   | 4876574  | LIONTREE              |  |
| <b>Registration Number:</b>   | 5150556  | LIONTREE ADVISORS     |  |
| <b>Serial Number:</b>   | 86918329   | LIONTREE GROWTH       |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  |  |                       |  |
| <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> |  |                       |  |
| <b>Email:</b>   | teas@friedfrank.com                                |                       |  |
| <b>Correspondent Name:</b>  | Victoria J. B. Doyle                               |                       |  |
| <b>Address Line 1:</b>  | One New York Plaza                                 |                       |  |
| <b>Address Line 2:</b>  | Fried Frank LLP                                    |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10004-1980                      |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 969-11 [5879]                                      |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Victoria J. B. Doyle                               |                       |  |
| <b>SIGNATURE:</b>   | /vjbd/   |                       |  |
| <b>DATE SIGNED:</b>   | 06/14/2017   |                       |  |

CH \$115.00 4635192

**Total Attachments: 4**

source=LionTree Trademark Assignment (Executed)#page1.tif

source=LionTree Trademark Assignment (Executed)#page2.tif

source=LionTree Trademark Assignment (Executed)#page3.tif

source=LionTree Trademark Assignment (Executed)#page4.tif

**Trademark Assignment Agreement**

This Trademark Assignment Agreement (“Agreement”), effective January 1, 2017 (the “Effective Date”), is entered into by and between LionTree LLC, a Delaware limited liability company, and its affiliates identified on the signature page hereto (collectively, “Assignor”) and Benjamin Holdings LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title and interest in the trademark LIONTREE, including the trademark registrations and applications therefor listed on Schedule A hereto (the “Mark”), and all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Mark (including all rights in the Mark for use as a trademark, service mark, trade name, corporate name, d/b/a, domain name or other identifier of source or origin), and all goodwill associated therewith and symbolized thereby, including the right to sue and recover for any past, present, or future infringement, dilution or other violation thereof (the “Assignment”).

2. Consideration. In consideration of the Assignment, Assignee and Assignor shall execute and be party to that certain Promissory Note of even date herewith.

3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, including as to validity, interpretation, enforcement and effect, without regard to any applicable conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby.

4. Counterparts. This Agreement may be executed in facsimile and in any number of separate counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**ASSIGNOR:**

LionTree LLC,  
a Delaware limited liability company

By: *Ehren Stenzler*  
Name: Ehren Stenzler  
Title: Managing Partner

LionTree GP LLC,  
a Delaware limited liability company

By: *Ehren Stenzler*  
Name: Ehren Stenzler  
Title: Managing Partner


LionTree Holdings LP,  
a Delaware limited partnership

By: *Ehren Stenzler*  
Name: Ehren Stenzler  
Title: Managing Partner

*[Signatures continue on following page]*

**ASSIGNEE:**

Benjamin Holdings LLC,  
a Delaware limited liability company

By:   
Aryeh B. Bourkoff  
CEO

*[Signature Page to LionTree Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006084 FRAME: 0131**

**Schedule A**

| <b>Mark</b>       | <b>Country</b> | <b>App. No.</b> | <b>Reg. No.</b> |
|-------------------|----------------|-----------------|-----------------|
| LIONTREE          | USA            | 85902136        | 4635192         |
| LIONTREE          | USA            | 85902140        | 4876574         |
| LIONTREE GROWTH   | USA            | 86918329        |                 |
| LIONTREE ADVISORS | USA            | 87099051        |                 |