

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tee Top of California, Inc.		06/05/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Pro Celebrity, LLC		
Street Address:	891 West Foothill Boulevard		
City:	Arcadia		
State/Country:	CALIFORNIA		
Postal Code:	91006		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1435778	PRO-CELEBRITY	
Registration Number:	1866457	PC PRO CELEBRITY	
Registration Number:	1930915	AMERICAN TEAM SPORTS PRO CELEBRITY	
CORRESPONDENCE DATA			
Fax Number:	2135334174		
<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:	213-533-4171		
Email:	lwerk@berliner-ip.com		
Correspondent Name:	Berliner & Associates		
Address Line 1:	445 S. Figueroa Street		
Address Line 2:	31st floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Robert berliner		
SIGNATURE:	/Robert Berliner/		
DATE SIGNED:	06/20/2017		
Total Attachments: 5			
source=7568Assignment#page1.tif			
source=7568Assignment#page2.tif			
source=7568Assignment#page3.tif			

CH \$90.00 1435778

source=7568Assignment#page4.tif

source=7568Assignment#page5.tif

**ASSIGNMENT
(U.S. and Foreign Trademark and Copyright Rights)**

WHEREAS, TEE TOP OF CALIFORNIA, INC., a corporation organized under and pursuant to the laws of California having its principal place of business at 11801 Goldring Road, Arcadia, California 91006 (hereinafter referred to as Assignor), has prior to April 15, 2004 adopted and used certain trademarks and various logographics associated therewith, in various countries throughout the world including the United States, and filed applications to register the trademarks with the United States Patent and Trademarks Office and/or has issued certificates of trademark registration thereon, all as set forth in Schedule A hereof, and has developed various clothing designs relating to apparel and has filed applications to register the designs with the United States Copyright Office and/or has issued certificates of copyright registration thereon, all as set forth in Schedule B hereof,; and

WHEREAS, PRO CELEBRITY, LLC, a limited liability company organized under and pursuant to the laws of California, having its principal place of business at 891 West Foothill Boulevard, Arcadia, California 91006 (hereinafter referred to as Assignee), desires to acquire the trademarks and logographics and the goodwill of the business associated therewith, and the clothing designs and copyright rights therein and said applications for copyright and certificates of copyright registration thereon .

NOW, THEREFORE, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, the entire right, title, and interest in and to said trademarks and various logographics associated therewith and the registrations for said trademarks and all of its right, title, and interest to said trademarks not presently registered, set forth in Schedule A hereof, together with the goodwill of the business symbolized by the trademarks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights to sue for and collect damages for past and/or future infringement of said trademarks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns

forever and to the full end of the terms for which any of the aforesaid trademarks are registered and any renewals of the terms thereof.

2. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to said clothing designs relating to apparel, applications to register the designs with the United States Copyright Office and certificates of copyright registration thereon, set forth in Schedule B hereof, in the United States and throughout the world; including the right to sue for and collect damages for any past and/or future infringement of the Copyright. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any lawful and necessary document required or desirable as stated above, Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf and stead, to execute and file any such applications, and to do all other lawfully permitted acts to further the ownership, prosecution and issuance of any copyrights and other implementations as stated above with the same legal force and effect as if executed by Assignor.

3. Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said trademarks and copyrights and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any lawful and necessary document required or desirable as stated above, Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf and stead, to execute and file any such applications, and to do all other

lawfully permitted acts to further the ownership, prosecution and issuance of any registrations other implementations as stated above with the same legal force and effect as if executed by Assignor.

4. As consideration for the foregoing assignments, Assignee previously paid to Assignor a total payment of Five Hundred Thousand Dollars (\$500,000.00).

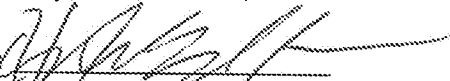
5. This Agreement embodies all representations, warranties and agreements of the parties hereto with respect to the subject matter contained herein, and may not be amended, altered or modified except by an instrument in writing signed by each of the parties hereto.

6. The validity of this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any conflicts of law principles.

7. This Agreement shall bind Assignee, Assignor and each of their respective affiliates and their successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

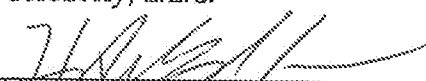
Tee Top of California, Inc.

By: 

Frances Huang,
Secretary,

Dated: 6/5/2017

Pro Celebrity, L.L.C.

By: 

Frances Huang,
Secretary,

Dated: 6/5/2017

SCHEDULE A

TRADEMARK REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS

trademarks	Registration Number	Date Registered	Serial Number	Filing Date	Ctry
PRO CELEBRITY	1435778	April 7, 1987	73/621496	Sept. 22, 1986	US
PC PRO CELEBRITY	1866457	Dec. 6, 1994	74/374002	Mar. 31, 1993	US
AMERICAN TEAM SPORTS PRO CELEBRITY	1930915	Oct. 31, 1995	74/524249	May 9, 1994	US

SCHEDULE B

COPYRIGHT REGISTRATIONS

APPLICATION FILED	REGISTERED	REGISTRATION NO.
Color block design for 2004-1	Registered	VAu-592-813: 6/23/03
Color block design for 2004-2	Registered	VAu-592-814: 6/23/03
Color block design for 2004-3	Registered	VAu-592-815: 6/23/03
K6T191	Registered	VAu-592-816: 6/23/03
KET173	Registered	VAu-592-817: 6/23/03
KTT132	Registered	VAu-592-589: 6/23/03
KWT189	Registered	VAu-592-590: 6/23/03
K6T191	Registered	VAu-592-591: 6/23/03
KTT182	Registered	VAu-592-592: 6/23/03