

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433060

<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>
Dot (assignment for the benefit of creditors), LLC		12/08/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OpenSky Project, Inc.		
<b>Street Address:</b>	152 W. 25th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4692140	DOT & BO	
<b>Registration Number:</b>	4703169	DOT & BO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173957019		
<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>Phone:</b>	6173957019		
<b>Email:</b>	alhtrademarks@lalaw.com		
<b>Correspondent Name:</b>	Ann Lamport Hammitte		
<b>Address Line 1:</b>	One Main Street		
<b>Address Line 2:</b>	LANDO & ANASTASI, LLP		
<b>Address Line 4:</b>	Cambridge, MASSACHUSETTS 02142		
<b>NAME OF SUBMITTER:</b>	Ann Lamport Hammitte		
<b>SIGNATURE:</b>	//alh//		
<b>DATE SIGNED:</b>	06/29/2017		
<b>Total Attachments: 4</b>			
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EXHIBIT 9.1 (d)

TRADEMARK ASSIGNMENT AGREEMENT

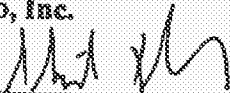
This Trademark Assignment Agreement (the "Assignment") is made as of December 8, 2016 (the "Effective Date"), by and between Dot (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Dot & Bo, Inc. (the "Seller"), and OpenSky Project, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of December 8, 2016 by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.
2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.
3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.
4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.
5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

Dot (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as the assignee for the  
benefit of creditors of Dot & Bo, Inc.

By:



Name:


MICHAEL A. MANNING

Title:

mgr.

Open Sky Project, Inc.

By:



Name:

KEVIN ANDERSON

Title:

CEO

Schedule A

*Trademarks*

Name	USPTO Serial Number	USPTO Registration Number
DOT & BO	86338940	4692140
DOT & BO	86338933	4703169

# ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_

and title of the officer)

(Insert name

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)