

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446248

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| B-Man 1, LLC | | 10/03/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Benrus Holdings, LLC | | |
| Street Address: | One Financial Plaza, Suite 1800 | | |
| City: | Providence | | |
| State/Country: | RHODE ISLAND | | |
| Postal Code: | 02903 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3882293 | BENRUS | |
| Registration Number: | 0166589 | BENRUS | |
| Registration Number: | 5284983 | BENRUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4014550701 | | |
| <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: | 401 455-0700 | | |
| Email: | mcadorette@duffysweeney.com | | |
| Correspondent Name: | Michelle Cadorette, Sr. Corp. Paralegal | | |
| Address Line 1: | One Financial Plaza, Suite 1800 | | |
| Address Line 4: | Providence, RHODE ISLAND 02903 | | |
| NAME OF SUBMITTER: | Michelle Cadorette | | |
| SIGNATURE: | /Michelle Cadorette/ | | |
| DATE SIGNED: | 10/06/2017 | | |
| Total Attachments: 4 | | | |
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| source=TM Assignment - to Benrus Holdings 3463403 v3#page3.tif | | | |

OP \$90.00 3882293

ASSIGNMENT OF TRADEMARKS AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS AGREEMENT (the "**Assignment**") dated as of October 3, 2017, from **B-Man 1, LLC**, a Delaware limited liability company ("**B-Man**"), and **M.Z. Berger & Co., Inc.**, a New York corporation ("**MZB**" and together with B-Man, collectively the "**Assignor**") to **Benrus Holdings, LLC**, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Intellectual Property identified on **Exhibit A** attached hereto ("**Intellectual Property**"); and

WHEREAS, Assignee is desirous of acquiring the Intellectual Property; and

WHEREAS, Assignor, Assignee (and others) have entered into that certain Trademark Purchase and Assignment Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to convey, assign and transfer the Intellectual Property to the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the aforementioned parties agree as follows:

Assignor hereby assigns, transfers and delivers to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property, Including the right to sue for infringement, and dilution and to collect damages therefrom that occurred prior to the date hereof, together with the goodwill of the business symbolized by the Intellectual Property (including that part of Assignor's business to which it pertains), and the right to apply for, register and renew the Intellectual Property, including the Intellectual Property identified on Exhibit A. Assignor hereby covenants and agrees that it will, at Assignee's reasonable request, (i) execute and deliver any and all applications, assignments or other instruments which Assignee shall reasonably deem necessary to complete the assignment of the Intellectual Property, at no cost to Assignor; (ii) take commercially reasonable measures, without cost to Assignor, at Assignee's reasonable request, to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Intellectual Property registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured.

And Assignor hereby represents that it has the right to convey the entire interest herein assigned, and that it has not executed any agreement in conflict herewith, effective the date first written above.


This Assignment is executed and delivered pursuant to the terms of the Purchase Agreement for the purpose of consummating the transactions contemplated thereunder. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions thereof, including the representations, warranties, exceptions, covenants and agreements of any of the parties thereunder.

{Signatures follow on next page}


IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademarks Agreement by their duly authorized officers or signatories as of the date first written above.

ASSIGNOR:

B-MAN 1, LLC

By: 
Name: Bernard Mermelstein
Title: Authorized Person

M.Z. Berger & Co., Inc.

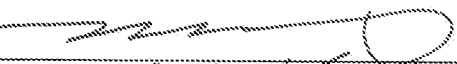
By: 
Name: Bernard Mermelstein
Title: CEO

[Trademarks Assignment Signature Page – Assignor]

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademarks Agreement as of the date first written above.

ASSIGNEE:

BENRUS HOLDINGS, LLC

By: 
Name: Michael E. Lewis
Title: Manager

[Trademarks Assignment Signature Page – Assignee]

EXHIBIT A

Intellectual Property

| TRADEMARK | CLASSES | COUNTRY | REGISTRATION OR APPLICATION NUMBER | Registered or Pending | Owner of Record |
|---------------|------------------|---------|------------------------------------|-----------------------|-----------------|
| Benrus | 14 | U.S. | 3882293 | Registered | B-Man |
| BENRUS | 14 | U.S. | 0166589 | Registered | B-Man |
| Benrus | 18, 25 | U.S. | 5284983 | Registered | B-Man |
| BENRUS | 18 | Canada | 1781807 | Pending | B-Man |
| BENRUS | 3, 9, 14, 18, 25 | Canada | 1781833 | Pending | B-Man |
| BENRUS | 14 | Mexico | 415894 | Registered | MZB |
| BENRUS | | China | 6161265 | Registered | MZB |