

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Branded Boast, LLC		10/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Boast Brands Group, LLC		
Street Address:	725 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4869376	BOAST	
Registration Number:	1403212		
Registration Number:	1399641	BOAST	
CORRESPONDENCE DATA			
Fax Number:	2033482321		
<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:	203-358-0800		
Email:	mwagner@dmoc.com		
Correspondent Name:	Diserio Martin O'Connor & Castiglioni LL		
Address Line 1:	One Atlantic Street, 8th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew C. Wagner		
SIGNATURE:	/matthew c wagner/		
DATE SIGNED:	12/06/2017		
Total Attachments: 4			
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OP \$90.00 4869376

CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

BY AND BETWEEN

Branded Boast LLC, a Delaware limited liability company with an address at 68 34th Street, Building #6, 4th Floor, Suite C401, Brooklyn, NY 11232 (“**Assignor**”)

AND

Boast Brands Group, LLC, a Delaware limited liability company with an address at 725 Fifth Avenue, 18th Floor, New York, NY 10022 (“**Assignee**”, and with the Assignor, collectively, the “**Parties**”).

WHEREAS:

- A. Assignor has adopted and used in commerce the marks listed in the attached Schedule A (collectively the “**Marks**”);
- B. The Parties, together with the other entities listed therein, executed an Asset Purchase Agreement dated as of September 11, 2017 (the “**Purchase Agreement**”), the terms of which are herein incorporated by reference;
- C. Pursuant to the Purchase Agreement and specifically Article II thereof, Assignee became the sole owner of all right, title and interest in and to the Marks and the goodwill associated therewith; and
- D. Assignor desires hereby to confirm its transfer of the Marks to Assignee, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has sold, assigned, set over and conveyed to Assignee, and does hereby sell, assign, set over and convey unto Assignee all of Assignor’s right, title and interest in and to the Marks together with its interest in the registrations therefor, and the goodwill associated therewith, together with the right to recover damages and profits for past infringements thereof if any; and

Assignor agrees to execute and deliver to Assignee any and all further acts, conveyances, transfers, assignments, instruments and assurances as Assignee reasonably determines are required to consolidate, vest, record, and perfect in Assignee ownership of and title in the Marks or to otherwise evidence the full, effective and complete implementation and consummation of the assignment of the Marks and the registrations therefor, as intended by the Parties.

This Confirmatory Trademark Assignment Agreement (this “**Assignment**”) is binding upon and inures to the benefit of the Parties and their respective successors and assigns pursuant to and in accordance with the Purchase Agreement. Oral amendments, oral waivers and purported oral terminations of this Agreement are void.

This Assignment is executed and delivered pursuant to the terms of the Purchase Agreement and nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties,

exceptions, covenants and agreements of any of the Parties thereunder, and, to the extent of any ambiguity or conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Purchase Agreement shall govern.

The laws of the State of New York applicable to agreements executed and to be fully performed in New York shall apply to this Assignment. Any notices required hereunder, and any disputes arising under this Assignment, shall be determined in accordance with the provisions of the Purchase Agreement. Oral amendments, oral waivers and purported oral terminations of this Assignment are void.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer, effective as of October 3, 2017.

ASSIGNOR:

BRANDED BOAST, LLC

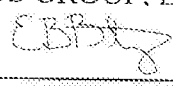
By: 

Name: John Dowling

Title: President

ASSIGNEE:

BOAST BRANDS GROUP, LLC







By: 

Name: Edward B. Bretschger, Jr.

Title: President

SCHEDULE A

Marks

Mark	Country	Appl./ Reg. No. Filing/ Issue Date	Status Next Deadline	Goods/ Services
BOAST	United States	4869376	Registered Next Renewal Due 12/ 15/ 2025	Eyeglass holders (Class9) Bags, namely, tote bags, beach bags, barrel bags and duffel bags; backpacks (Class 18) Insulated containers for beverage cans for domestic use (Class 21) Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets; children's sportswear namely, shirts, shorts, dresses, skirts, sweatshirts; headwear; footwear; and belts (Class 25)
	United States	1403212 7/29/ 1986	Registered Next Renewal due 7/29/ 2026	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
	International Bureau	IR1068706 2/7/2011	Registered Renewal due 2/ 7/ 2021	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
	Republic of Korea	IR1068706 2/7/2011	Registered Renewal due 2/ 7/ 2021	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
	European Union	IR1068706 2/7/2011	Registered Renewal due 2/ 7/ 2021	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
	Hong Kong	301861290 3/17/2011	Registered Renewal due 3/ 16/ 2021	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
	Brazil	840193505 7/28/2015	Registered Renewal Due 7/ 28/ 2025	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
BOAST	United States	1399641 7/1/1986	Registered Next Renewal due 7/ 1/ 2026	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
BOAST	International Bureau	IR1068524 2/6/2011	Registered Renewal due 2/ 6/ 2021	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)

BOAST	European Union	IR 1068524 2/6/2011	Registered Renewal due 2/6/2021	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
BOAST	Hong Kong	301861308 3/17/2011	Registered Renewal due 3/16/2021	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)
BOAST	Brazil	840193491 7/28/2015	Registered 7/28/2025	Men's and women's sportswear, namely, shirts, pants, shorts, sweaters and jackets (Class 25)