

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOOD BY AIR LICENSING, LLC		03/07/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HILLDUN CORPORATION		
Street Address:	225 West 35th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4702180	HBA	
Registration Number:	4702179	HBA	
Registration Number:	4708149	HOOD BY AIR	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	15948.52		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	03/07/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of March 7, 2018, by and between **HILLDUN CORPORATION**, a New York corporation, with an office located at 225 West 35th Street, New York, New York 10001 ("**Hilldun**") and **HOOD BY AIR LICENSING, LLC**, a California limited liability company with an office located at 55 Canal Street, New York, New York 10002 ("**HBA**").

RECITALS

A. Hilldun has entered into a certain Trademark Collateral Assignment and Security with HBA dated as of April 4, 2014 (as amended, modified, supplemented or restated from time to time, the "**Trademark Security Agreement**") pursuant to which the HBA granted to Hilldun a security interest in and lien upon certain trademarks (collectively the "**IP Collateral**").

B. Pursuant to Exhibit C of the Trademark Security Agreement, HBA has granted to Hilldun the right, as HBA's attorney-in-fact, to execute and deliver on behalf of HBA any and all agreements, documents, instrument of assignment, or other papers which Hilldun, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of HBA in and to any additional trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

C. To further secure HBA's obligations to Hilldun, HBA hereby grants in favor of Hilldun an assignment of the IP Collateral identified on Exhibit A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment. HBA hereby irrevocably assigns to the Assignee: (i) all of the HBA's right, title, and interest in and to the IP Collateral, together with the goodwill of the business associated therewith identified on Exhibit A annexed hereto; together with:

(a) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(b) All licenses or other rights to use any of the foregoing and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(c) All amendments, extensions, renewals and extensions of any of the foregoing; and

(d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. HBA authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this Agreement.

3. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

4. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

ASSIGNOR:

HOOD BY AIR LICENSING, LLC by

HILLDUN CORPORATION, its attorney-in-fact

By:  _____

Title: CEO

HILLDUN:


HILLDUN CORPORATION

By:  _____

Title: CEO

EXHIBIT A

Trademarks

Country	Trademark	Status	Registration Number	Registration Date
United States		Registered	4702180	March 17, 2015
United States	HBA	Registered	4702179	March 17, 2015
United States	HOOD BY AIR	Registered	4708149	March 24, 2015