

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465651

<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>
Degani Designs, LLC		03/07/2018	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synclaire Brands, Inc.		
<b>Street Address:</b>	25 Newbridge Road		
<b>Internal Address:</b>	#405		
<b>City:</b>	HICKSVILLE		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11801		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4191527	CHOOZE	
<b>Registration Number:</b>	4199032	CHOOZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122453009		
<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>	212-541-6222		
<b>Email:</b>	trademark@kanekessler.com		
<b>Correspondent Name:</b>	Kane Kessler, P.C.		
<b>Address Line 1:</b>	666 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	6689-1		
<b>NAME OF SUBMITTER:</b>	Brendan P. McFeely		
<b>SIGNATURE:</b>	/Brendan P. McFeely/		
<b>DATE SIGNED:</b>	03/14/2018		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (the "Assignment"), is made and entered into as of the 7th day of March, 2018, between Synclair Brands, Inc., a corporation duly organized and validly existing under the laws of the State of New York (the "Purchaser"), and Degani Designs, LLC, a Texas limited liability company ("Seller").

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement, dated as of March 7th, 2018 (the "APA"), pursuant to which Buyer agreed to acquired certain assets of Seller, including the Assigned IP (as defined below); and

WHEREAS, Seller and Buyer wish to effectuate the assignment of the Assigned IP to Buyer.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Seller hereby irrevocably sells, transfers, assigns and delivers unto Buyer all of Seller's worldwide rights, title, and interest in and to the Assigned IP, and Buyer hereby assumes and accepts such assignment. For purposes of the foregoing, the term "Assigned IP" means, collectively, all of Seller's right, title and interest in and to all (a) trademark or service mark registrations, trademark or service mark applications, common law trademarks or service marks, trade names, doing business as designations, domain names, brand names, trade dress, logos and slogans and registrations therefor owned by Seller as of the Closing and underlying the CHOOZE footwear and accessories brand (including the domain names set forth on Schedule 1(a) hereto), together with all extensions and renewals thereof and all goodwill associated therewith, (b) copyright registrations and applications, common law copyrights, and mask works set forth on Schedule 1(b) hereto, together with all extensions and renewals thereof, (c) patents, patent applications and statutory invention registrations, in each case solely to the extent set forth on Schedule 1(c) hereto, together with any foreign counterparts, extensions, reexaminations and reissues, divisions, divisionals, continuations, extensions, and/or supplemental protection certificates thereof, (d) trade secrets, confidential information, proprietary information including information protected by the Uniform Trade Secrets Act or similar legislation, know-how, formulae, designs, processes, procedures, methods, research records, records of invention, data, technology, test information, market surveys, and packaging specification set forth on Schedule 1(d) hereto, (e) registrations and applications for any of the foregoing, and (f) patent rights licensed to Seller pursuant to the License Agreement with respect to the patents solely to the extent set forth on Schedule 1(f).

2. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the APA. Nothing contained in this Assignment shall in any way expand, limit or otherwise alter any rights or remedies pursuant to or under the APA. In the event of any conflict between this Assignment and the APA, the APA shall govern and control. This Assignment is intended only to effect the assignment, sale, assumption and acceptance of the Assigned IP as contemplated by the APA.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. Notwithstanding the foregoing, no party to this Agreement may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party hereto and any purported assignment in violation of the foregoing shall be null and void. Nothing in this Assignment, express or implied, is intended to confer upon any person other than Buyer and Seller, and their respective successors, legal representatives and permitted assigns, any rights, benefits or remedies under or by reason of this

Assignment.

4. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

5. This Assignment shall be governed by and construed under the laws of the State of New York without regard to the conflicts of law principles of such state.

6. This Assignment may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.

7. Any capitalized term used in this Assignment or any schedule thereto which is not defined herein shall have the meaning ascribed thereto in the APA.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed as of the date first written above.

SYNCLAIRE BRANDS, INC

By: 

Name:

EVAN CAGUEL

Title:

PRESIDENT + CEO

DEGANI DESIGNS, LLC

By: 

Name:

Marc Blumberg

Title:

CEO

**SCHEDULE 1(a)**

**Trademarks**

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No. / Serial No.</b>
	Degani Designs, LLC	U.S. Trademark Registration No. 4191527
	Degani Designs, LLC	U.S. Trademark Registration No. 4199032

**Domain Names**

<b>Domain Name</b>	<b>Created / Registered</b>	<b>Expires On / Renew On</b>
CHOOZEDAY.COM	10/20/2010	7/23/2018
CHOOZEFOOTWEAR.COM	7/23/2011	7/23/2018
CHOOZEPACK.COM	2/4/2014	7/23/2018
CHOOZEPACKS.COM	2/4/2014	7/23/2018
CHOOZESHOES.COM	7/9/2010	7/23/2018
CHOOZESTORE.COM	7/23/2011	7/23/2018
CHOOZETODAY.COM	10/13/2010	7/23/2018
CHOOZSHOES.COM	7/6/2010	7/23/2018
KIDSCHOOZE.COM	7/9/2010	7/23/2018
MYCHOOZE.COM	7/23/2011	7/23/2018
NEWCHOOZE.COM	7/23/2011	7/23/2018
SHOPCHOOZE.COM	2/4/2014	7/23/2018
WEECHOOZE.COM	4/30/2012	7/23/2018

**SCHEDULE 1(b)**

**Copyrights**

All works of creative authorship owned by the Seller as of the Closing related to the CHOOZE footwear and accessories brand, including without limitation all catalogs, photography, designs, websites, marketing material and promotional material and all developed software owned by the Seller as of the Closing related to the CHOOZE footwear and accessories brand.

**SCHEDULE 1(c)**

**Patents**

<b>Jurisdiction</b>	<b>Title</b>	<b>Application / Patent / Reg. No. / Filing Date</b>	<b>Owning Entity</b>

NONE



**SCHEDULE 1(d)**

**Trade Secrets**

All trade secrets, know-how, confidential information proprietary information (including information protected by the Uniform Trade Secrets Act or similar legislation), formulae, designs, processes, procedures, methods, research records, records of invention, data, technology, test information, market surveys, and packaging specifications owned by the Seller as of the Closing that are solely used or held for the CHOOZE footwear and accessories brand.

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**SCHEDULE 1(f)**

**Licensed Intellectual Property Rights**

<b>Licensed Patent/Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Owner (Licensed to Degani Designs, LLC)</b>

NONE