

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485094

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900458603

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mark Thomann		09/27/2017	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	Underalls Inc.
<b>Street Address:</b>	545 8th Ave, Suite 1710
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4491960	UNDERALLS

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 9177745646  
**Email:** john@underalls.com  
**Correspondent Name:** John M Finley  
**Address Line 1:** 545 8th Ave, Suite 1710  
**Address Line 4:** New York, NEW YORK 10018

<b>NAME OF SUBMITTER:</b>	John M. Finley
<b>SIGNATURE:</b>	/John M. Finley/
<b>DATE SIGNED:</b>	08/07/2018

**Total Attachments: 7**

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**AMENDED AND RESTATED  
ASSIGNMENT AND TRANSFER AGREEMENT**

This Amended and Restated Assignment and Transfer Agreement (“Agreement”) is made as of September 20, 2017 (“Effective Date”) between Underalls Inc. (“Assignee”), and Mark Thomann (“Assignor”). The Assignee and Assignor are also referred to herein individually, as a “Party” or, together, as the “Parties.”

Whereas, the Parties had previously entered into an Assignment and Transfer Agreement on September 29, 2016 (the “Original Agreement”).

Whereas, the Parties would now like to amend and restate the Original Agreement as set forth herein.

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

**1. Definitions**

1.1 “Assigned Property” means the property listed in Exhibit A and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 “Intellectual Property” means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings (“Works of Authorship”); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“Inventions”); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (“Trademarks”); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (“Confidential Information”).

1.3 “Intellectual Property Rights” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and

databases and rights granted under the Copyright Act (“Copyrights”); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act (“Patent Rights”); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act (“Trademark Rights”); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act (“Trade Secret Rights”); rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity (“Personality Rights”); rights of attribution and integrity and other moral rights of an author (“Moral Rights”); and rights in, arising out of, or associated with domain names (“Domain Name Rights”).

**2. Assignment.** Subject to the other terms and conditions of this Assignment, Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

**3. Consideration.** In consideration for assignments made by Assignor under this Agreement, Assignee will pay Assignor:

- (a) 15% of the issued shares of the Company’s stock at the time of this Agreement, whether common or preferred, (the “Shares”) as provided in the Share Subscription Agreement between Company and Mark Thomann. Such shares shall be issued in the name Dormitus Brands LLC or such other entity(ies) as Mark Thomann shall specify. The parties acknowledge that the Shares were issued upon execution of the Original Agreement;
- (b) Following an initial friends and family financing transaction (the “First Financing”) that results in gross proceeds to the Assignee of at least \$200,000, \$125,000 shall be paid to Assignor at the closing date of the First Financing. Further, Assignee shall be paid the sum of \$4,687.50 as reimbursement of costs expended to acquire the Underalls.com domain and shall be reimbursed the sum of \$2,500 for expenses, costs and fees paid or incurred by Assignor or Dormitus Brands LLC in connection with the preparation, execution and delivery of agreements, documents, bylaws, and/or board minutes relating to Underalls Inc. Assignor has agreed that the payments

specified in this Section 3(b) shall be converted into the First Financing on the terms set forth Exhibit B hereto;

- (c) \$150,000 due 18 months from the closing date of the First Financing; and
- (d) \$225,000 due 36 months from the closing date of the First Financing.
- (e) In the event that Assignee fails to pay the consideration set forth herein as it becomes due, Assignee shall, upon written demand from Assignor cease the use of the name "Underalls" with regard to any product or promotion; provided, however, that other than the name "Underalls", the Assignee shall be entitled to continue to use all of the Assigned Property including the Intellectual Property and Intellectual Property Rights pursuant to the assignment set forth in Section 2.
- (f) In the event that any party makes a claim or files a suit relating to or arising out of the alleged breach of any of the obligations contained in subparagraphs 3(a) through (e), then the prevailing party shall be entitled to recover all attorney fees paid or incurred in bringing or defending any such claim or suit.
- (g) Time is of the essence with regard to all payment obligations set forth herein.

4. **Confidentiality.** Assignor must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

5. **Representations and Warranties.** Assignor represents and warrants to Assignee that: (i) Assignor exclusively owns all right, title, and interest in and to the Assigned Property; (ii) Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; (iii) the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; (iv) to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; (v) and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property. Assignee represents and warrants that it shall at its sole cost and at all times, maintain the Assigned Property in good standing.

**6. Indemnification.** Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

## **7. Further Assurances**

7.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

7.3 Option to Repurchase. In the event that Assignor exercises the Option to reclaim the name "Underalls" set forth in Section 3(e), then Assignee shall cease conducting business in the name of "Underalls".

## 8. Miscellaneous

8.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

8.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.

8.3 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Illinois without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Cook County, Illinois.


8.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, including the Original Agreement, as well as any assurances, representations, and communications between the parties.

[Assignor]

[Assignee]

By: 

By: John Finley Digitally signed by John Finley  
DN: cn=John Finley, o=Underalls Inc., ou,  
email=john@underalls.com, c=US  
Date: 2018.07.17.14:44:19 -0400

Owner

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT A**

**PROPERTY**



**EXHIBIT A**

**TO THAT CERTAIN ASSIGNMENT AND TRANSFER AGREEMENT**

The Assigned Property, as set forth in paragraph 1.1 of the Assignment and Transfer Agreement, means any and all rights, including Goodwill, to the tradename "Underalls", to exploit or use the name "Underalls" for commercial benefit and including the domain name "Underalls.com."