

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491890

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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 |
| WPP Properties | | 06/30/2018 | Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Engine Shop II, LLC | | |
| Street Address: | 30 West 26th Street | | |
| Internal Address: | 3rd Floor | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86694639 | ESP BRANDS | |
| Registration Number: | 5392244 | ESP PROPERTIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2122925391 | | |
| <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: | 2122925390 | | |
| Email: | mail@ipcounselors.com | | |
| Correspondent Name: | EPSTEIN DRANGEL LLP | | |
| Address Line 1: | 60 EAST 42ND STREET | | |
| Address Line 2: | SUITE 2520 | | |
| Address Line 4: | NEW YORK, NEW YORK 10165 | | |
| NAME OF SUBMITTER: | WILLIAM C. WRIGHT | | |
| SIGNATURE: | /WILLIAM C. WRIGHT/ | | |
| DATE SIGNED: | 09/28/2018 | | |
| Total Attachments: 7 | | | |
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TRADEMARK ASSIGNMENT

This IP ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 2018 (the "Effective Date"), by and between Engine Shop II, LLC, a Delaware limited liability company ("Assignee") and WPP Properties, a Delaware partnership ("Assignor").

WHEREAS, ESP Properties, LLC, a Delaware limited liability company and an affiliate of Assignor, and Assignee have entered into the Asset Purchase Agreement, dated June 30, 2018 (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to those certain trademarks identified on Exhibit A hereto (the "Assigned IP");

WHEREAS, Assignee is the successor to the business or the portion of business of Assignor, which is ongoing and existing, to which the Assigned IP pertains, and is desirous of acquiring the Assigned IP and said application thereof, and the goodwill of the business in connection therewith; and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the mutual promises and covenants in the Purchase Agreement and hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Assigned IP together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any reasonably necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment and the Purchase Agreement reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment and the Purchase Agreement.

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

5. Governing Law and Venue. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. By execution and delivery of this Assignment, the parties irrevocably submit to the exclusive jurisdiction

of the United States District Court for the Southern District of New York located in the borough of Manhattan in the City of New York, or if such court does not have jurisdiction, the Supreme Court of the State of New York, New York County, for the purposes of any suit, action or other proceeding arising out of or in connection with this Assignment or any transaction contemplated hereby. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Assignment or the transactions contemplated hereby in (a) the United States District Court for the Southern District of New York or (b) the Supreme Court of the State of New York, New York County, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Assignment shall control, but only with respect to its subject matter.

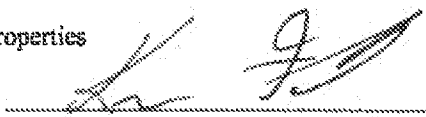
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

WPP Properties

By:


Name: Kevin Farewell

Title: Secretary

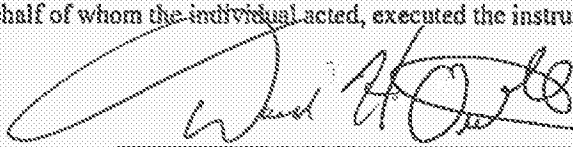
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF New York

SS:

COUNTY OF New York

On this 18th day of September, 2018 before me, the undersigned, personally appeared Karen Foreman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



Notary Signature and Seal

DAVID H. ORCUTT
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01-OR6053852
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES 01-22-2019

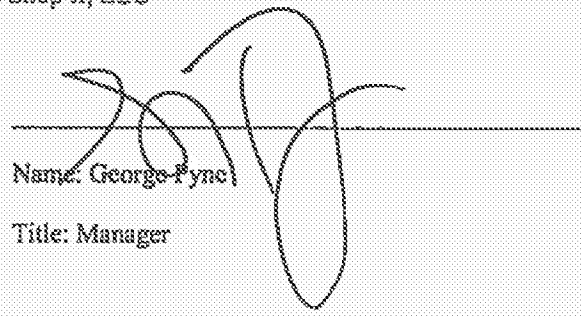
ASSIGNEE:

Engine Shop II, LLC

By:

Name: George Pynch

Title: Manager

A handwritten signature in black ink is written over a horizontal dotted line. The signature is stylized and appears to be 'G. Pynch'.

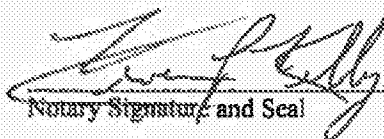
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK

SS:

COUNTY OF WESTCHESTER

On this 6th day of SEPTEMBER, before me, the undersigned, personally appeared GEORGE PYNE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.


Notary Signature and Seal

KEVIN P. KELLY
Notary Public, State of New York
Registration #01KE0337592
Qualified in Putnam County
Commission Expires Feb. 29, 20

Exhibit A

| Trademark | Country | Application No. | Registration No. | Registration Date | Classes |
|----------------|--------------------------|-----------------|------------------|-------------------|----------|
| ESP Brands | United States of America | 86/694,639 | | | 35,41,42 |
| ESP Properties | United States of America | 86/694,635 | 5,392,244 | 30 Jan 2018 | 35,41,42 |

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