

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennial Brands LLC		09/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Top Pick Global Inc.		
Street Address:	900 South Broadway, aka 126 West 9th Street		
Internal Address:	Suites 200 and 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2128627	ROCKET DOG	
Registration Number:	2403495	ROCKET DOG	
Registration Number:	2374928		
Registration Number:	4425826	UNLEASHED BY ROCKET DOG	
Registration Number:	4187213	K9	
Registration Number:	4774918	PLV STUDIO	
Registration Number:	4075073	UNLEASHED	
Registration Number:	4110422		
Registration Number:	4546042	POUR LA VICTOIRE	
Registration Number:	4364165	KD KELSI DAGGER	
Registration Number:	5095679	ROCKET DOG	
Registration Number:	4549190	PLVLP	
Registration Number:	5306776	KDB ·	
Registration Number:	5223855		
Serial Number:	86642515	UNLEASHED	
Serial Number:	86642518	UNLEASHED BY ROCKET DOG	
Serial Number:	86721691	ROCKET DOG	
Serial Number:	87187860	ROCKET DOG	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	87370824	ROCKET DOG
Serial Number:	87370828	ROCKET DOG
Serial Number:	87370829	ROCKET DOG
Serial Number:	87375789	STELLA CHASE
Serial Number:	87375793	STELLA CHASE
Serial Number:	87377252	ROCKET DOG
Serial Number:	87377253	ROCKET DOG
Serial Number:	87678812	PLV
Serial Number:	87678815	PLV
Serial Number:	87809277	KELSI DAGGER BROOKLYN

CORRESPONDENCE DATA

Fax Number: 4159848300

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: 415-984-8200

Email: SFTrademarks@nixonpeabody.com

Correspondent Name: Marlene J. Williams, Nixon Peabody LLP

Address Line 1: P.O. Box 26769

Address Line 4: San Francisco, CALIFORNIA 94126-6769

ATTORNEY DOCKET NUMBER: 083285-03

NAME OF SUBMITTER: Marlene J. Williams

SIGNATURE: /mjlw/

DATE SIGNED: 10/23/2018

Total Attachments: 63

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of September 28, 2018 (the "Effective Date") by and between **Millennial Brands LLC**, a Delaware limited liability company (hereinafter referred to as "Assignor") and **Top Pick Global Inc.**, a Delaware corporation (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, interest, and related goodwill to the trademark(s), and any trademark registration thereof, including without limitation those listed in the attached **Schedule A** (the "Marks");

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks, and the related goodwill;

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into by Assignor, Millennial Brands Parent LLC, Millennial Brands International Limited, Maxguard Limited, and Assignee on even date herewith ("Purchase Agreement"), Assignor desires to assign to Assignee all of its right, title, and interest in and to the Marks, and Assignee desires to acquire all such right, title and interest.

NOW, THEREFORE, be it known that for good and valuable consideration the receipt and sufficiency of which are acknowledged in the Purchase Agreement, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns the entire right, title and interest in, to and under the Marks worldwide, together with all copyrights in logo or designs incorporated into the Marks, including: (i) the goodwill of the business appertaining to the Marks; (ii) all statutory and common law rights attaching to the Marks; (iii) all applications, registrations, renewals and extensions of the registrations thereof; and (iv) all rights of action, (both at law and in equity), and rights to sue, counterclaim and/or recover for past, present, and future

infringements by others of the Marks, and all income, royalties, damages and payments now due or which later become payable in respect thereto; all the foregoing rights to be held and enjoyed by Assignee, its successors and assigns forever as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made.

Further Assurances; Recordation.

From and after the Effective Date, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transaction contemplated by this Agreement and the documents to be delivered hereunder.

In particular, Assignor shall execute and deliver to Assignee, at Assignee's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Assignee and suitable for filing with the United States Patent and Trademark Office ("USPTO") and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as reasonably necessary to record and perfect the Agreement, and to vest in Assignee all right, title, and interest in and to the Marks in accordance with applicable law. As between Assignor and Assignee, Assignee shall be responsible, at Assignee's expense, for filing the Agreement, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities, and for payment of applicable filing, registration, renewal and other fees as they fall due; provided that, upon Assignee's reasonable request, and at Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,


exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any of Assignee's successors or assigns.

[signature page follows]

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

MILLENIAL BRANDS LLC

By: 
Name: Scott Briskie
Title: CFO

ASSIGNEE:

TOP PICK GLOBAL INC.

By: _____
Name: Chi Fai Wan
Title: Director, President, Treasurer and
Secretary

[signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

MILLENNIAL BRANDS LLC

By _____

Name:

Title:

ASSIGNEE:

TOP PICK GLOBAL INC.

By _____

Name: Chi Fai Wan

Title: Director, President, Treasurer and
Secretary

[signature page to Trademark Assignment Agreement]

SCHEDULE A

[see attached]

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MILLENNIAL BRANDS, LLC
Trademark Status List
August 23, 2018

Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	[REDACTED]						[REDACTED]

MILLENNIAL BRANDS, LLC
 Trademark Status List
 August 23, 2018

Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
K9	25-Footwear	U.S.	77/983,214	02-Nov-2009	4,187,213	07-Aug-2012	Registered
KD Logo (KELSI DAGGER)	18-Wallets, handbags, purses, all-purpose carrying bags, leather bags and wallets, make up bags sold empty, clutch bags, messenger bags, duffle bags	U.S.	85/770,450	02-Nov-2012	4,364,165	09-Jul-2013	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KDB TRIANGLE Logo	18-Backpacks, handbags	U.S.	86/024,648	31-Jul-2013	5,306,776	10-Oct-2017	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
KELSI DAGGER BROOKLYN (with Triangle Design)	<p>[REDACTED]</p> <p>14-Jewelry, watches, jewelry boxes</p> <p>18-Backpacks, gym bags, fanny packs, wallets, handbags, purses; suit bags; all-purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, garment bags for travel, leather bags for merchandise packaging, suitcases, make-up bags sold empty, clutch bags, messenger bags, shoe bags for travel, duffie bags, dog shoes</p> <p>25-Bathing suits; belts; caps being headwear; coats; dresses; hats; insoles; jackets, trousers, vests; pants; shirts; skirts; socks; suits; ties as clothing; tops as clothing; underwear; Footwear; Footwear for men and women; Footwear for children</p> <p>[REDACTED]</p>	U.S.	87/809,277	23-Feb-2018			Published


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August 23, 2018

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	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]


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Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
							

MILLENNIAL BRANDS, LLC
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 August 23, 2018

Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ROCKET DOG	handbags, tote bags, book bags, backpacks, sports bags, rucksacks, bum bags, briefcases, wallets, key cases and luggage 09-Eyewear, namely, eyeglasses and sunglasses 25-Men's, women's, boy's, girl's and infant's apparel, namely, shirts, jackets, coats, sweaters, ties, scarves, vests, dresses, slacks, trousers, short pants, gloves, mittens, headwear, undergarments, socks, pajamas, bathing suits, belts, boots and slippers, hats, caps, tops, bottoms, headbands, underwear, lingerie, and hosiery; active wear, namely, sports coats, jeans, wind resistant jackets, leotards, and snow skiing apparel, namely, pants, parkas and jackets	U.S.	87/187,860	29-Sep-2016			Allowed
ROCKET DOG	25-shoes	U.S.	75/676,289	07-Apr-1999	2,403,495	14-Nov-2000	Registered
ROCKET DOG	18-Leather accessories, namely, purses, handbags, tote bags, and backpacks; accessories, namely, backpacks, book bags, sports bags, bum bags, wallets, rucksacks, and luggage	U.S.	85/845,068	08-Feb-2013	5,095,679	06-Dec-2016	Registered

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ROCKET DOG & Design	09-Eyewear, namely, eyeglasses and sunglasses	U.S.	87/377,252	20-Mar-2017			Allowed
ROCKET DOG & Design	25-Men's, women's, boy's, girl's and infant's apparel, namely, shirts, jackets, coats, sweaters, ties, scarves, vests, dresses, shirts, slacks, trousers, short pants, gloves, mittens, headwear, undergarments, socks, pajamas, bathing suits, belts, boots and slippers, hats, caps, being headwear, tops, bottoms, headbands, underwear, lingerie, and hosiery; active wear, namely, sports coats, jeans, wind resistant jackets, teotards, and snow skiing apparel, namely, pants, parkas and jackets	U.S.	87/377,253	20-Mar-2017			Allowed
ROCKET DOG & Design	14- Earrings and other jewelry and watches	U.S.	87/370,824	14-Mar-2017			Allowed
ROCKET DOG & Design	18-Leather accessories, namely purses, handbags, tote bags, and backpacks; Accessories, namely, backpacks, book bags, sports bags, bum bags, wallets, rucksacks, belts, namely, leather shoulder belts, and luggage	U.S.	87/370,828	14-Mar-2017			Allowed

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ROCKET DOG & Design	25-Accessories, namely, belts for clothing.	U.S.	87/370,829	14-Mar-2017			Allowed
ROCKET DOG & Design	25-shoes	U.S.	75/202,372	22-Nov-1996	2,128,627	13-Jan-1998	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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MILLENNIAL BRANDS, LLC
 Trademark Status List
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Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Running Dog Design	25-Shoes	U.S.	75/713,644	25-May-1999	2,374,928	08-Aug-2000	Registered
Running Dog Design	18-Backpacks	U.S.	86/746,763	03-Sep-2015	5,223,855	13-Jun-2017	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SOLE OF SHOE Logo (Supplemental Register)	25-Women's footwear	U.S.	85/272,603	21-Mar-2011	4,110,422	06-Mar-2012	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
STELLA CHASE	25-Footwear	U.S.	87/375,793	17-Mar-2017			Allowed
STELLA CHASE	18-Leather and imitation leather accessories, namely, purses, handbags, tote bags, book bags, backpacks, sports bags, rucksacks, bum bags, briefcases, wallets, key cases, and luggage; Accessories, namely, purses, handbags, tote bags, book bags, backpacks, sports	U.S.	87/375,789	17-Mar-2017			Allowed

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Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
UNLEASHED	[REDACTED] 18-Leather and imitation leather goods, namely luggage, handbags, purses, wallets, leather briefcases, leather key cases, tote bags, backpacks; purses; backpacks, book bags, sports bags, bum bags, tote bags, wallets, rucksacks and luggage	U.S.	86/642,515	27-May-2015			Allowed
UNLEASHED	[REDACTED] 25-Footwear	U.S.	85/150,742	12-Oct-2010	4,075,073	20-Dec-2011	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UNLEASHED BY ROCKET DOG	18-Leather and imitation leather goods, namely luggage, handbags, purses, wallets, leather briefcases, leather key cases, tote bags, backpacks; purses and handbags; backpacks, book bags, sports bags, bum bags, handbags, tote bags, wallets, rucksacks and luggage	U.S.	86/642,518	27-May-2015			Allowed
UNLEASHED BY ROCKET DOG	25-Footwear [REDACTED]	U.S.	77/915,149	19-Jan-2010	4,425,826	29-Oct-2013	Registered

