

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497258

<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>
Luke's Locker Incorporated		10/30/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Locker Holdings, LLC		
<b>Street Address:</b>	5420 LBJ Freeway, Suite 1000		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3637177	LUKE S LOCKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9726283616		
<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>	9726283600		
<b>Email:</b>	trademarks@munckwilson.com		
<b>Correspondent Name:</b>	Amanda K. Greenspon		
<b>Address Line 1:</b>	P.O. Drawer 800889, Docket Clerk		
<b>Address Line 4:</b>	Dallas, TEXAS 75380		
<b>ATTORNEY DOCKET NUMBER:</b>	DOTH01-00006		
<b>NAME OF SUBMITTER:</b>	Amanda K. Greenspon		
<b>SIGNATURE:</b>	/AKG-jads/		
<b>DATE SIGNED:</b>	11/07/2018		
<b>Total Attachments: 3</b>			
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## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this “*Assignment*”), dated as of October 30, 2018, is made by Luke’s Locker Incorporated (“*Seller*”), in favor of Locker Holdings, LLC, a Texas limited liability company (“*Purchaser*”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between Seller and Purchaser, dated as of the date hereof (the “*Asset Purchase Agreement*”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. Subject to the terms of the Asset Purchase Agreement and subject to the Approval Order (as defined in the Asset Purchase Agreement), Seller hereby conveys, transfers, assigns and delivers to Purchaser all of Seller’s right, title and interest in, to and under the trademark registrations and applications set forth in Schedule 1 hereto, the goodwill associated therewith and the rights and privileges used in the conduct of Seller’s business and the right to recover for infringement thereon (the “*Assigned Trademarks*”).

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor thereto.

3. Construction. This Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. Nothing herein is intended to enlarge, modify, limit, alter or otherwise affect the representations, warranties, covenants, indemnities and agreements contained in the Asset Purchase Agreement, and such representations, warranties, covenants, indemnities and agreements shall remain in full force and effect in accordance with the terms of the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall govern, supersede and prevail.

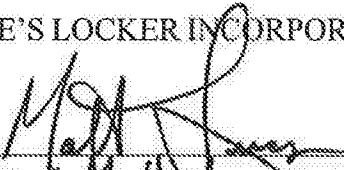
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

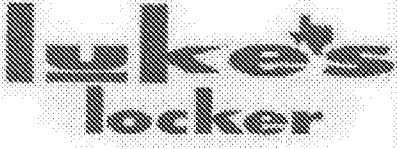
LUKE'S LOCKER INCORPORATED

By:   
Name:           Matt Lucas            
Title:           President          

*Signature Page to Trademark Assignment*

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

Mark	Registration No. and Registration Date	Jurisdiction
 The logo for 'luke's locker' features the word 'luke's' in a bold, lowercase, sans-serif font with a small arrow pointing to the right above the 'e'. Below it, the word 'locker' is written in a similar bold, lowercase, sans-serif font.	3,637,177 June 16, 2009	United States