OP \$140.00 5186761

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM512181

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBK Pictures, Inc.		02/11/2019	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Maltepes LLC
Street Address:	404 North 19th Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19130
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	5186761	COUNTRY WILD	
Registration Number:	5009101	HOLLYWOOD BEACH	
Registration Number:	4813479	BOSTON	
Registration Number:	4703971	BOSTON TEA	
Registration Number:	1994407	CLASSIC BOSTON TEA	

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: 2153279094

Email: slevy@accentlawgroup.com

Correspondent Name: Steven M. Levy, Esq. Address Line 1: 301 Fulton Street

Address Line 4: Philadelphia, PENNSYLVANIA 19147

NAME OF SUBMITTER:	TTER: Steven M. Levy, Esq.	
SIGNATURE:	/Steven M. Levy, Esq./	
DATE SIGNED:	02/28/2019	

Total Attachments: 3

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EXHIBIT B

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of the date of complete execution, is by and between BBK Pictures, Inc., a Pennsylvania corporation with an address at 404 North 19th Street Philadelphia Pennsylvania 19130 ("Assignor") and Maltepes LLC, a Pennsylvania limited liability company with an address at 404 North 19th Street, Philadelphia, PA 19130 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Marks as defined in Section 1.2 below; and

WHEREAS, Assignor has agreed to transfer and assign all of its right, title and interest in the Assigned Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

I. **DEFINITIONS**

1.1 "Assigned Marks" as used herein shall mean the trademarks listed in Schedule 1 hereto, including their accompanying logo(s), all common law rights to such trademarks as used on or in connection with any goods or services and any foreign equivalent, phonetic equivalent, misspelling, or confusingly similar version of such trademarks; or any other marks, names, logos or other indicium that consists in whole or in part of the same terms as those which appear in each of the trademarks listed in Schedule 1, and all applications therefore and registrations thereof, anywhere in the world.

II. ASSIGNMENT

- 2.1 Assignor hereby irrevocably and expressly assigns and transfers to Assignee now and for all times all right, title, and interest that it now has or has ever had in and to the Assigned Marks together with the goodwill of the business symbolized thereby, all claims arising out of or relating to the use or ownership thereof, and the right to enforce any past claims of infringement relating to the Assigned Marks.
- As of the date of the Assignment, Assignee shall have all benefits, privileges, causes of actions and remedies arising out of or relating to the Assigned Marks or the exploitation thereof, including without limitation the exclusive right to apply for and maintain all applications, registrations or renewals for the Assigned Marks; to sue for all past or future infringements of the Assigned Marks or other violations of any rights in the Assigned Marks and to settle and retain proceeds from any such action. In addition, as of the effective date, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including but not limited to all costs, taxes and fees that accrue after the effective date for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations for the Assigned Marks.

TRADEMARK REEL: 006577 FRAME: 0859 2.1 Consideration for the Assignment is acknowledged by both of the Parties hereto.

III. MISCELLANEOUS

- 3.1 If any provision of this Assignment is held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Assignment shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Assignment so as to replace the unenforceable language with enforceable language which as closely as possible reflects the parties' intent.
- 3.2 If the terms of this Assignment conflict with the terms of the Agreement and Assignment of Rights, then the terms of this Assignment document shall control.
- 3.3 This Agreement shall be governed by, interpreted and enforced under the substantive laws of the State of Colorado without regard to Pennsylvania's conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have each caused this Trademark Assignment to be duly signed as of the date first written above.

Dated: February 11,74,2019

ASSIGNOR:

BBK PICTURES, INC.

Name:

Title:

Dated: February // 2019

ASSIGNEE:

MALTEPES LLC

By: Mcharl Mr. Name:

Title:

TRADEMARK REEL: 006577 FRAME: 0860

SCHEDULE 1

Trademark	Trademark Registration Number	Country
COUNTRY WILD	5186761	United States
HOLLYWOOD BEACH	5009101	United States
BOSTON	4813479	United States
BOSTON TEA	4703971	United States
CLASSIC BOSTON TEA	1994407	United States

TRADEMARK REEL: 006577 FRAME: 0861

RECORDED: 02/28/2019