

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517990

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900492207

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ML Fashion, LLC		01/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Flex Watches, LLC
Street Address:	39 E. 29th Street
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5217995	TIME TO MAKE A DIFFERENCE
Registration Number:	5217994	TIME TO MAKE A DIFFERENCE
Serial Number:	86828095	FLEX ATHLETICS
Registration Number:	4522107	THE LIVING MEMOIR
Registration Number:	4482875	BUY A WATCH-FEED A CHILD
Registration Number:	4337452	FLEX
Registration Number:	4257663	F
Registration Number:	4257506	FLEX YOUR STYLE FLEX YOUR CAUSE
Registration Number:	4260991	10 COLORS 10 CHARITIES 10 PERCENT
Serial Number:	87873091	FLEX ATHLETICS
Serial Number:	87873089	FLEX
Serial Number:	87837984	FLEX WATER SPORTS

CORRESPONDENCE DATA

Fax Number: 3122691747

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: 3122698000
Email: trademarks@nge.com
Correspondent Name: Andrew S. Fraker
Address Line 1: Two North LaSalle Street
Address Line 2: Suite 1700
Address Line 4: Chicago, ILLINOIS 60602

NAME OF SUBMITTER: Andrew S. Fraker

SIGNATURE: /Andrew S. Fraker/

DATE SIGNED: 04/08/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of April __, 2019, is made *nunc pro tunc* as of January 1, 2019 (the “Effective Date”) by ML Fashion, LLC, a Delaware limited liability company (“Assignor”), in favor of Flex Watches, LLC a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor owns rights and interest in and to various trademarks, including but not limited to the registered trademarks identified in the attached Schedule of Trademarks (collectively, the “Marks”);

WHEREAS, Assignor licensed the use of certain of the Marks to Assignee pursuant to that certain Trademark License Agreement between the parties effective as of August 8, 2017 (the “License”);

WHEREAS, Assignee desires to acquire all of Assignor’s rights and interest in the Marks and that part of the goodwill of Assignor’s business connected with the use of and symbolized by the Marks;

WHEREAS, Assignor desires to terminate the License and is willing to assign to Assignee all of its rights and interest in the Marks and that part of the goodwill of its business connected with the use of and symbolized by the Marks;

WHEREAS, in order to effectuate such assignment, the parties are executing this Trademark Assignment Agreement; and

NOW, THEREFORE, in consideration of the termination of the License and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The recitals stated above are hereby incorporated herein and shall have binding and interpretive effect.

2. Assignor agrees to assign, convey and transfer to Assignee, its successors, assigns and legal representatives, the full and entire right and interest in and to the following property:

- (i) the Marks;
- (ii) that part of the goodwill of Assignor’s business connected with the use of and symbolized by the Marks;
- (iii) all of Assignor’s trademark rights in the Marks under the laws of any jurisdiction, including all rights granted under 15 U.S.C. §1051, *et. seq.*, all rights granted under the statutes of any other

jurisdiction, and all rights granted under the common laws of any jurisdiction (collectively, the "Trademark Rights");

- (iv) the right to claim the Trademark Rights and to obtain registrations therefor in the sole name of Assignor under the trademark laws of any jurisdiction; and
- (v) all causes of action for, and claims for damages by reason of, any infringement of the Trademark Rights in any jurisdiction, which causes of action and claims arose prior to the date of execution hereof.

5. Assignor hereby represents and warrants that, other than this Trademark Assignment Agreement, it is not a party to any prior agreement, nor has it made any other commitment or reached any understanding, with any other person or legal entity relating to the Marks or the Trademark Rights therein that would be breached or otherwise violated by this Agreement.


6. Assignor represents and warrants that it is the sole owner of the Trademark Rights in the Marks as identified in the attached Schedule of Trademarks and that Assignor has full power and authority to make this assignment.

7. Assignor agrees that, at the request of Assignee and without charge or cost to Assignor, it will: (i) execute and have executed any and all other documents of any kind whatsoever, and provide whatever information may be required, to carry out the terms and intent of this Agreement, including to enable Assignee to register any of the Marks in any jurisdiction; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with all applicable trademark offices or other official bodies, so that Assignee's ownership of the Trademark Rights in the Marks is duly made of record with such offices or bodies.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed on the Effective Date indicated above.

[Signature Page Follows]

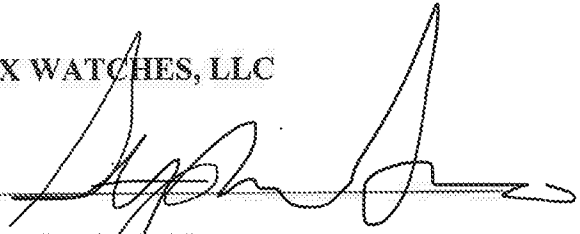
ML FASHION, LLC

By: 

Name: Marcus Lemonis

Title: Chairman / CEO

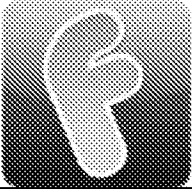
FLEX WATCHES, LLC

By: 

Name: Stephanie Menkin

Title: President

SCHEDULE OF TRADEMARKS

Mark	Territory	App./Reg. No.	Goods/Services
TIME TO MAKE A DIFFERENCE	USA	5217995	Class 36: Charitable fundraising to support various charities through the sale of watches.
TIME TO MAKE A DIFFERENCE	USA	5217994	Class 14: Watches.
FLEX ATHLETICS	USA	86828095	Class 25: Caps; Hats; Jackets; Pants; Shirts; Shorts; Sweat pants; Sweat shirts; T-shirts.
THE LIVING MEMOIR	USA	4522107	Class 25: Caps; Hats; Shirts; Sweat shirts; T-shirts.
BUY A WATCH FEED A CHILD	USA	4482875	Class 36: Charitable fundraising services by means of selling watches to raise funds for hungry children.
FLEX	USA	4337452	Class 14: Watches.
	USA	4257663	Class 35: On-line retail store services featuring watches.
FLEX YOUR STYLE FLEX YOUR CAUSE	USA	4257506	Class 36: Charitable fundraising services.
10 COLORS 10 CHARITIES 10 PERCENT	USA	4260991	Class 36: Charitable fundraising services.

FLEX ATHLETICS	USA	87873091	Class 25: Footwear
FLEX	USA	87873089	Class 9: Life vests, sunglasses Class 12: Kayaks Class 28: Wake boards, skateboards and paddleboards
FLEX WATER SPORTS	USA	87837984	Class 9: Life vests, sunglasses Class 18: Backpacks Class 24: Towels Class 25: Clothing, namely, Pants, Shirts, Shorts, Sweat pants, Sweat shirts, T-shirts, footwear, swimwear, wet suits, rash guards, Caps, Hats, Jackets Class 28: Water skis, wakeboards, surfboards, kneeboards, waterski tow ropes, paddleboards and accessories therefor in the nature of paddles, inflation pumps and storage bags, skateboards, gloves for skateboarding, wakeboarding, paddleboarding, water skiing and surfing
FLEXWATCHES	Canada	TMA869812	Class 14: Watches.