

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528355

|   |  |                       |                           |
|---|--|-----------------------|---------------------------|
| <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>        |
| Wencelaus Moore   |  | 06/13/2019            | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                           |
| <b>Name:</b>  | TumbleWear Apparel Inc.                            |                       |                           |
| <b>Street Address:</b>  | 7056 Archibald                                     |                       |                           |
| <b>Internal Address:</b>  | Suite 102-435                                      |                       |                           |
| <b>City:</b>  | Eastvale   |                       |                           |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                           |
| <b>Postal Code:</b>   | 92880  |                       |                           |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA                            |                       |                           |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                           |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                           |
| <b>Registration Number:</b>   | 5424710  | TUMBLEWEAR            |                           |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                           |
| <b>Fax Number:</b>  |  |                       |                           |
| <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>   | 9179333895   |                       |                           |
| <b>Email:</b>   | alichy@lichylaw.com                                |                       |                           |
| <b>Correspondent Name:</b>  | Abraham Lichy                                      |                       |                           |
| <b>Address Line 1:</b>  | 222 East 68th Street                               |                       |                           |
| <b>Address Line 4:</b>  | New York, NEW YORK 10065                           |                       |                           |
| <b>NAME OF SUBMITTER:</b>   | Abraham Lichy                                      |                       |                           |
| <b>SIGNATURE:</b>   | /Abraham Lichy/                                    |                       |                           |
| <b>DATE SIGNED:</b>   | 06/19/2019   |                       |                           |
| <b>Total Attachments: 6</b>   |  |                       |                           |
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| source=TumbleWear Assignment TM#page2.tif   |  |                       |                           |
| source=TumbleWear Assignment TM#page3.tif   |  |                       |                           |
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## TRADEMARK ACQUISITION AGREEMENT

This Trademark Acquisition Agreement ("**Agreement**"), dated as of June 13, 2019, is made by and between Wencelaus Moore, an individual ("**Seller**"), and TumbleWear Apparel, a California corporation ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to a certain Trademark (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademark, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Trademark. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (collectively, "**Acquired Rights**"), together with the goodwill associated therewith and symbolized thereby:

(a) the trademark ("**Trademark**") listed on Schedule 1, and all registrations, applications for registration, and renewals of such Trademark (collectively, "**Acquired Mark**"); and

(b) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under the Trademark provided by any applicable law, treaty, or other international convention throughout the world including, but not limited to, all common law rights.

2. No Liabilities. Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising (collectively, "**Excluded Liabilities**").

3. Purchase Price. The aggregate purchase price for the Acquired Rights is [REDACTED] (the "**Purchase Price**"). Buyer will pay the Purchase Price within two (2) days of receipt of Seller's signed copy of this.

4. Deliverables.

(a) Concurrently with execution of this Agreement, Seller will deliver to Buyer an assignment in the form of Exhibit A and duly executed by Seller, transferring all right, title, and interest in and to the Acquired Rights to Buyer.

5. Other Agreements of Seller.

(a) Seller will not register, acquire, or otherwise use any trademark or domain name incorporating the Trademark or any mark or name that is confusingly similar thereto (including, but not limited to, trademarks, trade names or domain names comprised of or including the word TUMBLEWEAR or phonetic or foreign language equivalents).

(b) Seller will, within ninety (90) calendar days following full execution of this Agreement (the "**Transition Period**"), cease and forever desist from using the Trademark or any mark or name confusingly similar thereto (e.g., TUMBLEWEARS, TUMBLEWEARER, TUMBLER WEAR, TUMBLING WEAR, and phonetic and foreign language equivalents), including but not limited to as a trademark, trade name, business name, or service mark; provided, however, that Seller's use of the Trademark during the Transition Period shall be limited to the purpose of liquidating any existing inventory, except Seller shall not be permitted to participate in any "dumping" or "off-pricing" of the products which might dilute the Trademark.

6. Further Assurances. From and after the date hereof, Seller will 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 transactions contemplated by this Agreement and the documents to be delivered hereunder.

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 7 are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Section 7 not misleading under the circumstances under which they were made.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Seller has not granted to any person or entity any licenses and similar contractual rights or permissions, related to any of the Acquired Mark. Seller is in full compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Registrations and Applications. Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by or licensed to Seller in the Trademarks, in all jurisdictions, that contain the word TUMBLEWEAR or any confusingly similar word.

8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section 8 are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained in this Section 8 not misleading under the circumstances under which they were made.

(a) Authority of Buyer; Enforceability. Buyer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary organizational action of Buyer, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Buyer, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, or (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement is subject. No consent, approval, waiver,

or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement.

9. Equitable Remedies. Both parties acknowledge that (a) a breach or threatened breach by the other party (each, a "Breaching Party," as applicable) of any of its obligations under this Agreement would give rise to irreparable harm to the other party (each, a "Non-Breaching Party," as applicable) for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by Breaching Party of any such obligations occurs, Non-Breaching Party will, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.

10. Confidentiality.

(a) Confidentiality and Use. Seller will not disclose to any third party (other than its members and employees in their capacity as such) any information with respect to the financial terms of this Agreement.

(b) Compelled Disclosures. If Seller is compelled to disclose any information with respect to the financial terms of this Agreement, notify Buyer in writing, (ii) disclose only that portion of such information which it is advised by counsel in writing is legally required to be disclosed, and (iii) use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

11. Mutual Non-Disparagement. Each party hereby covenants that they will not, directly or indirectly, at any time during or after the Term of this Agreement, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way, any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be critical of, or negatively portray or depict other party or any of its and/or their respective products, services, directors, officers, employees, agents or representatives.

12. Miscellaneous.

(a) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient; and (iv) on the second day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses or at such other address for a party as will be specified in a notice given in accordance with this Section 12(a):

If to Seller:

Wencelaus Moore  
26121 Mcbean Parkway Unit 18  
Valencia, California 91355  
Email:

If to Buyer:

TumbleWear Apparel Inc.  
7036 Archibald  
Suite 102-435  
Eastvale, California 92880  
Email: many@tumblewear.com  
Attention: Many C. Moylan

(b) Entire Agreement. This Agreement, and the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement will control.

(c) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

(e) Governing Law; Venue. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(f) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(g) Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder will not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

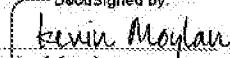
(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

Wencelaus Moore

By:   
Name: Wencelaus Moore

TumbleWear Apparel, Inc.

By:   
Name: Kevin Moylan  
Title: Managing Partner



**Schedule I  
Acquired Mark**

| Mark       | Jurisdiction | Registration Number | Description of Goods/Services   |
|------------|--------------|---------------------|---|
| TUMBLEWEAR | US           | 5424710             | Headbands; Jackets; Leggings; Shirts; Shorts; Socks; Sweatpants; Sweatshirts; T-shirts; Tank-tops; Hooded sweatshirts |