

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM544671

<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>
Robert Talbott Inc.		06/27/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RT Brands LLC		
<b>Street Address:</b>	101 Lucas Valley Rd		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	San Rafael		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94903		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85756392	ROBERT TALBOTT	
<b>Serial Number:</b>	77819773	MONTEREY ROBERT TALBOTT	
<b>Serial Number:</b>	76391206	AUDREY TALBOTT	
<b>Serial Number:</b>	75157806	ROBERT TALBOTT STUDIO	
<b>Serial Number:</b>	75376190	S ROBERT TALBOTT STUDIO	
<b>Serial Number:</b>	74335233		
<b>Serial Number:</b>	73716170	BEST OF CLASS	
<b>Serial Number:</b>	73716168	ROBERT TALBOTT	
<b>Serial Number:</b>	74330075	ROBERT TALBOTT	
<b>Serial Number:</b>	74472497	SEVEN FOLD	
<b>Serial Number:</b>	85266891		
<b>Serial Number:</b>	85257481	THE ROBERT & AUDREY TALBOTT FOUNDATION	
<b>Serial Number:</b>	77166467	AUDREY TALBOTT CARMEL	
<b>Serial Number:</b>	73268909	ROBERT TALBOTT	
<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>			

OP \$365.00 85756392

**Phone:** 5166636681  
**Email:** smcgrath@rmfpc.com  
**Correspondent Name:** Ruskin Moscou Faltischek, PC  
**Address Line 1:** 1425 RXR Plaza, 15th Floor  
**Address Line 2:** Sandra McGrath  
**Address Line 4:** Uniondale, NEW YORK 11556

<b>NAME OF SUBMITTER:</b>	Sandra McGrath
<b>SIGNATURE:</b>	/s/ Sandra McGrath
<b>DATE SIGNED:</b>	10/10/2019

**Total Attachments: 3**  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** is effective as of the 27<sup>th</sup> day of June, 2019 by **ROBERT TALBOTT INC.**, a Delaware corporation (the "Assignor") pursuant to (a) the Secured Party Bill of Sale dated June 6, 2019, whereby RCMC Holdings, LLC, as secured party to Assignor conducted a public sale in accordance with the Uniform Commercial Code resulting in its credit bid purchase of all of Assignor's personal property including its intellectual property; and (b) the Assignment of Assets pertaining to the Assignor held by RCMC Holdings, LLC as and for its capital contribution to and into **RT Brands LLC**, a Delaware limited liability company (the "Assignee") (the "Assignee"). Capitalized terms used herein and not defined have the same meaning ascribed to them in the Agreement.

**INTENDING TO BE LEGALLY BOUND**, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby contributes, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns all of its right, title and interest in and to the Intellectual Property, as such term is defined in the Agreement, including but not limited to items set forth on Exhibit A attached hereto (collectively, the "Intellectual Property"), for the Assignee's own use and for the use of its successors and assigns, as fully and entirely as the same would have been held and used by the Assignor if this contribution, assignment, transfer, conveyance and delivery had not been made. In connection with the trademarks listed on Exhibit A, Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee all of Assignor's rights, title, ownership and interest in such trademarks including without limitation (i) all goodwill in, incorporated or embodied in or associated with such trademarks, (ii) all causes of action, past, present and future for infringement or unfair competition with respect to such trademarks that Assignor may have against third parties, and (iii) the registrations listed on Exhibit A.

The Assignor agrees that, upon request of the Assignee from time to time, the Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to evidence further the contribution, assignment, transfer, conveyance and delivery of the Intellectual Property to the Assignee.

This Assignment of Intellectual Property is in accordance with and is subject to all of the representations, warranties, covenants, exclusions, exceptions, and indemnities set forth in the Agreement, all of which are hereby incorporated herein by reference and shall survive the execution and delivery hereof. In the event of any conflict between this Assignment of Intellectual Property and the Agreement, the terms of the Agreement shall control.

This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof.

This Assignment of Intellectual Property shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

*Remainder of page intentionally left blank. Signature page follows.*

**IN WITNESS WHEREOF**, the undersigned has caused this Assignment of Intellectual Property to be duly executed as of the 27<sup>th</sup> day of June, 2019.

ASSIGNOR:

ROBERT TALBOTT INC.

**TRADEMARK**  
**REEL: 006768 FRAME: 0888**

By:

*Robert Carliss*  
Robert Carliss, CEO

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EXHIBIT A

U.S. Trademarks:

WORD MARK	REG. NUMBER	REGISTRATION DATE
Robert Talbot	85756392	10/17/2017
Monterey Robert Talbot	77819773	9/3/2009
Audrey Talbot	76391206	4/3/2002
Robert Talbot Studio	75157806	8/28/1996
S Robert Talbot Studio	75376190	10/20/1997
Design Only	74335233	11/27/1992
Best of Class	73716170	3/14/1988
Robert Talbot	73716168	3/14/1988
Robert Talbot	74330075	11/10/1992
Seven Fold	74472497	12/23/1993
TALBOTT CREST logo	85266891	3/15/2011
The Robert & Audrey Talbot Foundation	85237481	3/4/2011
Audrey Talbot Carmel	77166467	4/26/2007
Robert Talbot design	73268909	7/7/1980
BEST OF CLASS	73716170	3/14/1988

Foreign Trademarks

WORD MARK	COUNTRY	REG. NUMBER	DATE
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Robert Talbott	Australia	655935	3/17/1995
Talbott Studio	Canada	623389	1/17/1989
Robert Talbott Estate	Canada	Pending	
BEST OF CLASS	Canada	623391	1/17/1989
Robert Talbott	China	4343383	3/16/2005
Robert Talbott	European Community	2847879	9/10/2002
Audrey Talbott	European Community	2847994	9/10/2002
Robert Talbott	Italy	MI2013C002882	3/26/1993
Robert Talbott	Japan	64493/1988	6/6/1988
Best of Class	Japan	64492/1988	6/6/1988
Audrey Talbott	Japan	64491/1988	6/6/1988
CREST design	Kuwait	126754	1/12/2012
Best of Class	Kuwait	126753	1/12/2012
Robert Talbott	Kuwait	126752	1/12/2012
Robert Talbott	Mexico	242707	9/22/1995
Talbott Studio	Mexico	242708	9/22/1995
Robert Talbott	Republic of Korea	120565/2018	8/29/2018
Robert Talbott	Russian Federation	2004700447	1/14/2004
Robert Talbott	Switzerland	8072/1993	6/16/1993
Robert Talbott	Turkey	1999/10957	7/8/1999
Robert Talbott	United Kingdom	1531813	4/1/1993

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