

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552579

<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>
NWHL HOLDINGS, LLC		11/23/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NWHL, LLC		
<b>Street Address:</b>	67 West Street		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11222		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4883030	BOSTON PRIDE	
<b>Registration Number:</b>	5649266	BOSTON PRIDE	
<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>	3177777920		
<b>Email:</b>	patents@gutweinlaw.com		
<b>Correspondent Name:</b>	Gutwein Law		
<b>Address Line 1:</b>	200 S. Meridian St., Ste 420		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46225		
<b>NAME OF SUBMITTER:</b>	Tyler B.Droste		
<b>SIGNATURE:</b>	/Tyler B. Droste/		
<b>DATE SIGNED:</b>	12/10/2019		
<b>Total Attachments: 3</b>			
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## Trademark Assignment Agreement

This agreement is made and entered into on November 23, 2019 ("Effective Date"), by and between NWHL Holdings, LLC, a New York limited liability company ("Assignor"), and NWHL, LLC, a New York limited liability company ("Assignee").

Assignor owns the Marks attached in Exhibit A ("Marks") and wishes to assign the rights to the Marks to Assignee.

The parties therefore agree as follows:

**1.0 Assignment.** Assignor hereby assigns to Assignee all right, title, and interest in the Marks, including without limitation all related common law marks, state registrations, United States federal registrations, and foreign registrations, any trademark application, together with the goodwill of the business symbolized by the Marks and together with the right to sue for past, present, and future infringements or other violations of the Marks.

**2.0 Representations and Warranties of Assignor.** Assignor represents and warrants the following:

(a) Assignor owns the Marks, free of any liens or encumbrances.

(b) Assignor knows of no adverse claims of ownership to the Marks or of any existing state of facts that would support a claim that use by Assignee of the Marks anywhere in the world infringes or otherwise violates any trademark right of any other person.

(c) Assignor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York and has the requisite power and authority to execute and deliver this agreement and to perform its obligations hereunder.

(d) The execution and delivery by Assignor of this agreement, the performance and observance by Assignor of its obligations hereunder and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all necessary company action on the part of Assignor. This agreement has been duly executed and delivered by a duly authorized officer of Assignor and constitutes the valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

(e) To Assignor's knowledge, no consents or agreements of any third party or governmental body are necessary for the execution, delivery, performance or observance by Assignor of its obligations under this agreement.

**3.0 Governing Law.** This agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of New York.

**4.0 Counterpart and Electronic Signatures.** This agreement may be executed in two

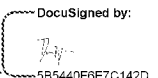
or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Scanned images of signatures and other electronic signatures will be considered equivalent to original signatures.

The parties are signing this agreement on the date stated in the introductory clause.

ASSIGNOR:

**NWHL HOLDINGS, LLC**

**By: NWHL Group LLC, its sole Member**

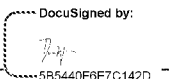
Signed:  \_\_\_\_\_  
5B5440F6E7C142D...

Printed: Dani Rylan

Title: Managing Member, NWHL Group, LLC

ASSIGNEE:

**NWHL, LLC**

Signed:  \_\_\_\_\_  
5B5440F6E7C142D...

Printed: Dani Rylan

Title: Commissioner

**SCHEDULE A**  
**Assigned Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Int'l Class</b>
BOSTON PRIDE	USA	4,883,030	January 5, 2016	41
BOSTON PRIDE	USA	5,649,266	January 8, 2019	25