

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558666

<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>
DREAM PRODUCTS INCORPORATED		01/03/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILVER STAR BRANDS, INC.		
<b>Street Address:</b>	250 City Center		
<b>City:</b>	Oshkosh		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54901		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4602641	DOCTORS' CHOICE COMFORT BRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033255001		
<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>	2033255049		
<b>Email:</b>	mholmes@fdh.com		
<b>Correspondent Name:</b>	Matthew Holmes		
<b>Address Line 1:</b>	Six Landmark Square		
<b>Address Line 2:</b>	Floor Six		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Matthew Holmes		
<b>SIGNATURE:</b>	/Matthew Holmes/		
<b>DATE SIGNED:</b>	01/23/2020		
<b>Total Attachments: 5</b>			
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OP \$40.00 4602641



## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this “Agreement”) is made and entered into as of January 3, 2020, by and between **DREAM PRODUCTS INCORPORATED**, a California corporation (the “Assignor”), **SILVER STAR BRANDS, INC.**, a Wisconsin corporation (the “Assignee”).

### BACKGROUND

Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignee has purchased, among other assets of the Assignor, the Intellectual Property (as defined in the Purchase Agreement) of the Assignor related to the Business (as defined in the Purchase Agreement);

Pursuant to the Purchase Agreement, the Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of the Assignor, as set forth therein; and

This Agreement is contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. **Assignment and Assumption.** Effective as of the Closing Date, the Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of the Assignor’s Intellectual Property included in the Acquired Assets (including, but not limited to, the Intellectual Property listed on Exhibit A hereto), together with the goodwill associated therewith, licenses and sublicenses granted or obtained with respect thereto (but only to the extent such licenses and sublicenses are transferable by the Assignor to the Assignee under the terms thereof without additional cost to the Assignor), and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Laws of all jurisdictions, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

3. **Terms of the Purchase Agreement.** The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded and/or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Further Actions.**

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at Assignee’s reasonable request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly

transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its commercially reasonable efforts to comply promptly with all other remaining steps necessary to transfer all domain names and social media accounts held by the Assignor or by third parties on its behalf, including, but not limited to the domain names and social media accounts set forth on Exhibit B hereto (the “Domain Names and Social Media Accounts”). Except as provided for herein, the Assignor represents and warrants that it has not deleted or transferred any of the Domain Names and Social Media Accounts and agrees that it will not otherwise delete or transfer any of the Domain Names and Social Media Accounts.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic Laws of the State of California without giving effect to any choice or conflict of Law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of California .

**6. Counterparts.** This Agreement may be executed by delivery of facsimile or electronic signatures in .pdf or similar format and may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**7. Miscellaneous.** No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. Assignee may collaterally assign any of its rights hereunder to any lender or financing source and may assign any of its rights hereunder in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise.


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

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intellectual Property Agreement as of the date first above written.

ASSIGNEE:

SILVER STAR BRANDS, INC.

By: \_\_\_\_\_

  
Name: Robert Gorgren, Jr.  
Title: Chief Executive Officer

ASSIGNOR:

DREAM PRODUCTS INCORPORATED

By: \_\_\_\_\_

Name: Richard A. Goldman  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intellectual Property Agreement as of the date first above written.

**ASSIGNEE:**

**SILVER STAR BRANDS, INC.**

By: \_\_\_\_\_  
Name: Robert Goergen, Jr.  
Title: Chief Executive Officer

**ASSIGNOR:**

**DREAM PRODUCTS INCORPORATED**

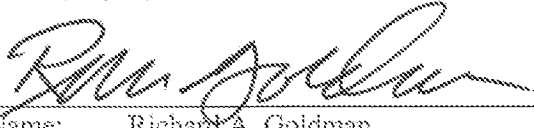
By:  \_\_\_\_\_  
Name: Richard A. Goldman  
Title: President

EXHIBIT A

A) Trademarks

Trademark	Country	Reg. No.	Reg. Date	Owner
DOCTORS' CHOICE COMFORT BRA	U.S.	4602641	September 9, 2014	Seller

B) Copyrights

None.

C) Patents

None.