TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maura M. Horton		12/04/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	GBG USA Inc.
Street Address:	350 Fifth Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10118
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5562947	THE ORIGINAL MAGNETIC APPAREL COMPANY

CORRESPONDENCE DATA

Fax Number: 2066218783

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: 2063401000
Email: CMenth@cozen.com
Correspondent Name: Lorraine Linford
Address Line 1: 999 3rd Avenue
Address Line 2: #1900
Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Lorraine Linford
SIGNATURE:	/Lorraine Linford/
DATE SIGNED:	05/05/2020

Total Attachments: 4
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OP $40.00 5562947

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), entered into and made effective as of December 4, 2019, is made by Maura Horton, an individual ("Assignor"), in favor of GBG USA Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, Assignor, Assignee and Magna Ready LLC, an Ohio limited liability company, entered into an Asset Purchase Agreement, dated as of December 4, 2019 (the "Purchase Agreement"), pursuant to which Assignor agreed to assign certain assets to Assignee, including the Trademarks; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor did and hereby does assign, convey and transfer to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of Assignor to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

5. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 8.2 of the Purchase Agreement.

6. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

7. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

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TRADEMARK
REEL: 006930 FRAME: 0798

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

MAURA HORTON

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARKS

Trademark	Serial No.	Registration No.	Status	Owner
THE ORIGINAL MAGNETIC APPAREL COMPANY	87717878	5562947	Registered	Maura M. Horton