

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NWHL LLC		01/21/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Pride Foundry, LLC		
Street Address:	161 WORCESTER ROAD SUITE 606		
City:	FRAMINGHAM		
State/Country:	MASSACHUSETTS		
Postal Code:	01701		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4883030	BOSTON PRIDE	
Registration Number:	5649266	BOSTON PRIDE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	bnatter@haugpartners.com		
Correspondent Name:	Ben Natter		
Address Line 1:	745 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10151		
ATTORNEY DOCKET NUMBER:	A414-3		
NAME OF SUBMITTER:	Ben Natter		
SIGNATURE:	//Ben Natter//		
DATE SIGNED:	05/27/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Trademark Assignment*"), dated as of January 21, 2020, is between NWHL, LLC, a Delaware limited liability company ("*NWHL*") and Pride Foundry, LLC, a Massachusetts limited liability company ("*Buyer*"). NWHL and Buyer are individually a "*Party*" and collectively the "*Parties*".

Background

(A) Buyer has entered into an agreement with NWHL, dated as of January 21, 2020, to purchase certain assets of NWHL (the "*Asset Purchase Agreement*"); and

(B) Under the terms of the Asset Purchase Agreement, NWHL has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of NWHL, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

The Parties therefore agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NWHL hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of NWHL's right, title, and interest in and to the following:

(A) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(B) all rights of any kind whatsoever of NWHL accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(C) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(D) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date of this Trademark Assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** NWHL hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date of this Trademark

Assignment, upon Buyer's reasonable request, and at Buyer's sole cost and expense, NWHL shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement are not be superseded by this Trademark Assignment but remain in full force and effect to the full extent provided in this agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and this Trademark Assignment, the terms of the Asset Purchase Agreement will govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together are one and the same agreement. A signed copy of this Trademark Assignment delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment is binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby are governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures on the following page]

NWHL has duly executed and delivered this Trademark Assignment as of the date first written above.

NWHL, LLC

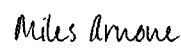
Signed: DocuSigned by:

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Printed: Dani Rylan
Title: Commissioner

Address for Notice:
67 West Street
Suite 401-B15
Brooklyn NY 11222-2093

Agreed to and accepted:

PRIDE FOUNDRY, LLC

Signed: DocuSigned by:

EE49BE3DD2AB4C3...

Printed: Miles Arnone
Title: Manager

Address for Notice:
161 Worcester Road
Suite 606
Framingham, MA 01701

SCHEDULE 1

Assigned Trademarks

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