

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dominant Brands LLC		06/12/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Salomon Brothers Group Inc		
Street Address:	99 Wall Street		
Internal Address:	Suite B-26		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6008154	SALOMON BROTHERS	
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:	director@salomonbrothers.co		
Correspondent Name:	Salomon Brothers		
Address Line 1:	99 Wall Street		
Address Line 2:	Suite 180		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Daniels		
SIGNATURE:	/cd/		
DATE SIGNED:	06/12/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of June 12 2020, by Dominant Brands LLC, a New York limited liability company ("Assignor"), in favor of Salomon Brothers Group Inc., a New York corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application of "Salomon Brothers" as listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Mark"); and,

WHEREAS, Assignor and Assignee entered into an Trademark License Agreement dated June 2, 2020 (the "Agreement" attached hereto as Appendix B), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith, at the sole election of the Assignee any anytime during the term of the Agreement and Assignee has now elected to exercise its rights under that Agreement.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is deemed to be executed and delivered within the State of New York, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of New York without regard to its conflicts of law principles.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 12 day of June, 2020.

DOMINANT BRANDS LLC

By: /s/ C.J. Daniels
Name: C. J. Daniels
Title: Authorized Signatory

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On June 12, 2020 before me, /Rayddy Jose Espinal/, Notary Public in and for said State, personally appeared Christopher Daniels, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

/s/ Rayddy Jose Espinal

NYS Notary Public – Number 01ES6398364
Qualified in Bronx County, Commission Expires Sept. 30, 2023

SIGNATURE OF NOTARY PUBLIC

APPENDIX A

MARKS

Mark	Country/ Location	Register/ Registration Number	Registration Date	Serial Number	Application Date
Salomon Brothers	USA	Principal 6008154	March 10, 2010	86971762	April 11, 2016

APPENDIX B

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "Agreement") is made and effective as of June 2, 2020 (the "Effective Date"), by and between Dominant Brands, LLC a New York limited liability company (the "Licensor" or "DB"), and Salomon Brothers Group Inc, a corporation organized under the laws of the State of New York ("Corporation") (each a "party," and collectively, the "parties").

RECITALS

WHEREAS, DB is the owner of the trade name "SALOMON BROTHERS" (the "Licensed Mark") a registered the mark in the United States of America (the "Territory") for Financial services, namely, investment banking services, asset management consulting and advisory services, financial research services, financial consulting services, real estate transaction structuring advice; corporate financial restructuring advice; financial advisory services, and advice on financial risk management.

WHEREAS, Corporation desires to use the Licensed Mark in connection with the operation of its financial consulting services business, and DB is willing to permit Corporation to use the Licensed Mark in their business, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1.

LICENSE GRANT

1.1. License. Subject to the terms and conditions of this Agreement, DB hereby grants to Corporation, and Corporation hereby accepts from DB, a personal, non-exclusive, license to use the Licensed Mark solely and exclusively as an element of Corporation's own corporate name and in connection with marketing the investment management, investment consultation and investment advisory services that DB may provide to Corporation. The royalty shall be five percent (5%) of revenue received by Corporation, payable at the start of each calendar quarter in arrears. During the term of this Agreement, Corporation shall use the Licensed Mark only to the extent permitted under this License, and except as provided above, neither Corporation nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Licensed Mark or any derivative thereof in the Territory without the prior express written consent of DB in its sole and absolute discretion and shall not use the Licensed Mark for any purpose outside the Territory. All rights not expressly granted to Corporation hereunder shall remain the exclusive property of DB.

1.2. Licensor's Use. Nothing in this Agreement shall preclude Licensor or any of its successors or assigns from using or permitting other entities to use the Licensed Mark, whether or not such entity directly or indirectly competes or conflicts with Corporation's business in any manner.

ARTICLE 2.

OWNERSHIP

2.1. Ownership. Corporation acknowledges and agrees that DB is the owner of all right, title, and interest in and to the Licensed Mark, and all such right, title and interest shall remain with the DB. Corporation shall not contest, dispute, challenge, oppose or seek to cancel DB's right, title, and interest in and to the Licensed Mark. Corporation shall not prosecute any application for registration of the Licensed Mark, or seek to register the Licensed Mark as a domain name or part of any domain name.

2.2. Goodwill. Corporation acknowledges that Corporation shall not acquire any right, title, or interest in the Licensed Mark by virtue of this Agreement other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. All goodwill and reputation generated by Corporation's use of the Licensed Mark shall inure to the exclusive benefit of DB. Corporation shall not by any act or omission use the Licensed Mark in any

manner that disparages or reflects adversely on DB or its business or reputation. Corporation shall not take any action that would interfere with or prejudice DB's ownership or registration of the Licensed Mark, the validity of the Licensed Mark or the validity of the license granted by this Agreement.

ARTICLE 3.

COMPLIANCE

3.1. Quality Control. In order to preserve the inherent value of the Licensed Mark, Corporation agrees to use reasonable efforts to ensure that it maintains the quality of the Corporation's business and the operation thereof equal to the standards prevailing in the operation of DB's and Corporation's business as of the date of this Agreement. DB shall oversee the quality of the services provided under the Licensed Mark by virtue of its role as investment adviser to the Corporation, and shall approve, prior to their use, all prospectuses, advertisements, and other materials upon which Corporation uses the Licensed Mark. The Corporation further agrees to use the Licensed Mark in accordance with such quality standards as may be reasonably established by Licensor and communicated to the Corporation from time to time in writing, or as may be agreed to by Licensor and the Corporation from time to time in writing.

3.2. Compliance With Laws. Corporation agrees that the business operated by it in connection with the Licensed Mark shall comply with all laws, rules, regulations and requirements of any governmental body in the Territory or elsewhere as may be applicable to the operation, advertising and promotion of the business and shall notify DB of any action that must be taken by Corporation to comply with such law, rules, regulations or requirements.

3.3. Notification of Infringement. Each party shall immediately notify the other party and provide to the other party all relevant background facts upon becoming aware of (a) any registrations of, or applications for registration of, marks in the Territory that do or may conflict with any Licensed Mark, and (b) any infringements, imitations, or illegal use or misuse of the Licensed Mark in the Territory. DB shall have the exclusive right, but not the obligation, to prosecute, defend and/or settle in its sole discretion, all actions, proceedings and claims involving any Third Party Infringement or Third Party Claim, and to take any other action that it deems necessary or proper for the protection and preservation of its rights in the Licensed Mark. Corporation shall cooperate with DB in the prosecution, defense, or settlement of such actions, proceedings, or claims.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES

4.1. Corporation acknowledges that DB has registered the Mark with the USPTO, and that Corporation accepts this license on an "as is" basis. Corporation acknowledges that DB makes no explicit or implicit representation or warranty as to the registrability, validity, enforceability, or ownership of the Licensed Mark, or as to Corporation's ability to use the Licensed Mark without infringing or otherwise violating the rights of others, and DB has no obligation to indemnify Corporation with respect to any claims arising from Corporation's use of the Licensed Mark.

4.2. Mutual Representations. Each party hereby represents and warrants to the other party as follows:

(a) Due Authorization. Such party is a corporation duly incorporated and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

(b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(c) No Conflict. Such party's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

ARTICLE 5.
TERM AND TERMINATION

5.1. Term. This Agreement shall expire the earlier of: (a) June 1, 2025; (b) by DB or Corporation upon sixty (60) days' written notice to the other party, or (c) by DB at any time in the event Corporation assigns or attempts to assign or sublicense this Agreement or any of Corporation's rights or duties hereunder without the prior written consent of DB.

5.2. Upon Termination. Upon expiration or termination of this Agreement, all rights granted to Corporation under this Agreement with respect to the Licensed Mark shall cease, and Corporation shall immediately discontinue all use of the Licensed Mark. Corporation shall immediately change its corporate name by deleting the term "SALOMON BROTHERS For twenty-four (24) months following termination of this Agreement, Corporation shall specify on all public-facing materials in a prominent place and in prominent typeface that Corporation is no longer operating under the Licensed Mark and is no longer associated with Licensor.

ARTICLE 6.
MISCELLANEOUS

6.1. Assignment. Corporation will not sublicense, assign, pledge, grant or otherwise encumber or transfer to any third party all or any part of its rights or duties under this Agreement, in whole or in part, without the prior written consent from DB, which consent DB may grant or withhold in its sole and absolute discretion. Any purported transfer without such consent shall be void ab initio.

6.2. Independent Contractor. Except as expressly provided or authorized in the Advisory Agreement, neither party shall have, or shall represent that it has, any power, right or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.

6.3. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

If to DB:
Dominant Brands, LLC
244 Fifth Avenue, Suite 26-B
New York, NY 10001
Attn: Executive Office

If to Corporation:
Salomon Brothers Group Inc.
99 Wall Street, Suite 180
New York, NY 10005
Attn: Chief Legal Officer

6.4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of New York and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

6.5. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by each party hereto.

6.6. No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

6.7. Optional Purchase. At any time during the Term, Corporation may purchase all right title and interest in the Licensed Mark along with any and all equity in the Licensed Mark as well as any website, customer receivables and other business assets related to the Licensed Mark, from Licensor for a price equal to the higher of: (a) five times the most recent quarterly license payment; or (b) five hundred dollars per day counting from the Effective Date to the date of assignment. Payment of the purchase price is to be in cash or wire transfer of immediately available funds at the time the Licensed Mark is assigned to Corporation.

6.8. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6.8. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.

6.10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to such subject matter.

6.11. Third party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

DOMINANT BRANDS LLC

By: /s/ B. Daniels
Name: B. Daniels
Title: Authorized Signatory

SALOMON BROTHERS GROUP INC

By: /s/ John Daniels
Name: John Daniels
Title: Authorized Signatory