

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Henson Company, Inc., d/b/a The Brute Group		07/24/2020	Corporation: VIRGINIA
Brute Athletic Apparel, Inc.		07/27/2020	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Brute Athletic Apparel Acquisition Company LLC
Doing Business As:	Brute Athletic Apparel
Street Address:	25 Stonehill Drive
City:	Mohnton
State/Country:	PENNSYLVANIA
Postal Code:	19540
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	75646994	
Serial Number:	75865755	BRUTE
Serial Number:	76547090	WHAT WINNERS WEAR!
Serial Number:	86132857	BRUTE
Serial Number:	86299030	B BRUTE

CORRESPONDENCE DATA

Fax Number: 4122816622

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: 412-454-0244

Email: malbert@williamscolson.com

Correspondent Name: Mindi M. Albert

Address Line 1: 420 Fort Duquesne Blvd

Address Line 2: One Gateway Center, 16th FL

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	Mindi M. Albert
---------------------------	-----------------

SIGNATURE:	/Mindi M. Albert/
DATE SIGNED:	07/29/2020
Total Attachments: 10 source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page1.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page2.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page3.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page4.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page5.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page6.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page7.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page8.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page9.tif source=Executed Assignment of Trademarks and Patents (01188289x9DA6B)#page10.tif	

ASSIGNMENT OF TRADEMARKS AND PATENTS

THIS ASSIGNMENT OF TRADEMARKS AND PATENTS (this "Assignment") is made effective as of the 31st day of July, 2019, by Henson Company, Inc., d/b/a The Brute Group, a Virginia corporation ("Henson"), and Brute Athletic Apparel, Inc., a Pennsylvania corporation, both having a mailing address at One Gateway Center, 16th Floor, 420 Fort Duquesne Blvd, Pittsburgh, PA 15222 ("BAA," and together with Henson, collectively "Assignor"), to and in favor of Brute Athletic Apparel Acquisition Company LLC, d/b/a Brute Athletic Apparel, a Pennsylvania limited liability company having a place of business at 25 Stonehill Drive, Mohnton, PA 19540 ("Assignee").

WITNESSETH:

WHEREAS, Henson became the owner of all that certain right, title and interest in, to and under the United States trademark registrations and applications listed on Exhibit "A" attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Henson also became the owner of all that certain right, title and interest in, to and under the United States patents and patent and applications listed on Exhibit "B" attached hereto and made a part hereof (collectively, the "Patents");

WHEREAS, Henson had pledged the Trademarks and the Patents as security for a loan provided by BAA and upon default, Henson consented to the foreclosure by BAA on all of Henson's assets as of January 12, 2018, which included (inter alia) all of Henson's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and the Patents (the "2018 Assignment");

WHEREAS, the 2018 Assignment was never recorded with the U.S. Patent and Trademark Office;

WHEREAS, BAA and Assignee subsequently entered into that certain Asset Purchase Agreement dated July 31, 2019, under which BAA agreed to assign and transfer unto Assignee all of BAA's right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, and the Patents; and

WHEREAS, Henson and BAA, collectively Assignor herein, desire to assign and transfer unto Assignee all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, and the Patents, and Assignee desires to acquire such assigned Trademarks and Patents; and

WHEREAS, in connection with the Assignment described herein, D9 Capital Partners, LLC, a Pennsylvania limited liability company ("Secured Party"), together with Henson, BAA and Neuedge Properties, LLC, a Pennsylvania limited liability company ("Neuedge"), shall execute and record a Release and Termination of Amended and Restated Trademark and Patent

Security Agreement, effective the same date herewith, in order to release and terminate any and all rights, title and interest held by Secured Party in, to and under the Trademarks and Patents as provided in that certain Assignment of Amended and Restated Security Agreement dated September 1, 2011, a true and correct copy of which was recorded in the United States Patent and Trademark Office on September 19, 2011 at Trademark Reel 004625, Frame 0628 and at Patent Reel 026954, Frame 0042 (the "Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby:

1. Assignor, on behalf of itself and its successors and assigns, hereby forever assigns unto Assignee and its successors and assigns, all of Assignor's worldwide rights, title, and interest in, to and under all such (i) Trademarks, including any renewals or extensions thereof, together with the goodwill of the business symbolized by such Trademarks and with which the Trademarks are used and which is associated therewith; and (ii) Patents, including any renewals or extensions thereof.

2. Secured Party, BAA and Neuedge shall execute that certain Release and Termination of Amended and Restated Trademark and Patent Security Agreement, effective the same date herewith, in order to release and terminate any and all rights, title and interest held by Secured Party in, to and under the Trademarks and Patents as provided in the Security Agreement, authorizing and requesting the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release and termination thereby given.

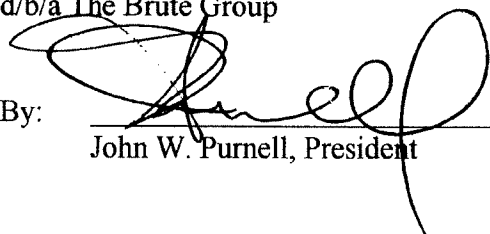
* * * * *

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have entered into this Assignment, to be effective as of the day and year first above written.

ASSIGNOR:

Henson Company, Inc.,
d/b/a The Brute Group

By:



John W. Purnell, President

Brute Athletic Apparel, Inc.

By:

David R. Goetz, Sr., CEO

ASSIGNEE:

Brute Athletic Apparel Acquisition
Company LLC, d/b/a Brute Athletic Apparel

By:

Michelle M. Pharand, Sole Member

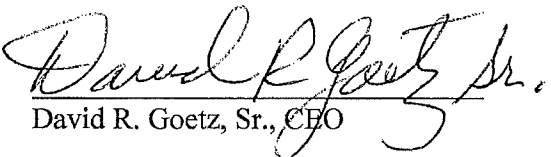
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have entered into this Assignment, to be effective as of the day and year first above written.

ASSIGNOR:

Henson Company, Inc.,
d/b/a The Brute Group

By: _____
John W. Purnell, President

Brute Athletic Apparel, Inc.

By: 
David R. Goetz, Sr., CEO

ASSIGNEE:

Brute Athletic Apparel Acquisition
Company LLC, d/b/a Brute Athletic Apparel

By: _____
Michelle M. Pharand, Sole Member

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have entered into this Assignment, to be effective as of the day and year first above written.

ASSIGNOR:

Henson Company, Inc.,
d/b/a The Brute Group

By: _____
John W. Purnell, President

Brute Athletic Apparel, Inc.

By: _____
David R. Goetz, Sr., CEO

ASSIGNEE:

Brute Athletic Apparel Acquisition
Company LLC, d/b/a Brute Athletic Apparel

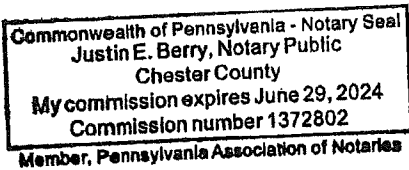
By: Michelle M. Pharand
Michelle M. Pharand, Sole Member

COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF)

On this, the 24 day of July, 2020, before me, a Notary Public, personally appeared John W. Purnell, who acknowledged himself to be the President of Henson Company, Inc., d/b/a The Brute Group, and that he as such officer and being authorized to do so, executed the foregoing Assignment of Trademarks and Patents for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Justin Berry
Notary Public

COMPANY ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF)

On this, the ___ day of _____, 2020, before me, a Notary Public, personally appeared David R. Goetz, Sr., who acknowledged himself to be the CEO of Brute Athletic Apparel, Inc., and that he as such officer and being authorized to do so, executed the foregoing Assignment of Trademarks and Patents for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF)

On this, the ___ day of _____, 2020, before me, a Notary Public, personally appeared John W. Purnell, who acknowledged himself to be the President of Henson Company, Inc., d/b/a The Brute Group, and that he as such officer and being authorized to do so, executed the foregoing Assignment of Trademarks and Patents for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMPANY ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF Palm Beach)

On this, the 27th day of July, 2020, before me, a Notary Public, personally appeared David R. Goetz, Sr., who acknowledged himself to be the CEO of Brute Athletic Apparel, Inc., and that he as such officer and being authorized to do so, executed the foregoing Assignment of Trademarks and Patents for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Andrea Frackiewicz

Notary Public



Exhibit "A"

Trademarks


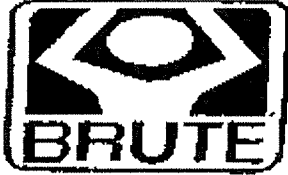

Mark	Mark Drawing	Serial No.	Application Filing Date	Registration No.	Registration Date
		75646994	2/22/1999	2372347	8/1/2000
BRUTE		75865755	12/7/1999	2387976	9/19/2000
WHAT WINNERS WEAR!	WHAT WINNERS WEAR	76547090	9/10/2003	2916990	1/11/2005
BRUTE	BRUTE	86132857	12/2/2013	4564109	7/8/2014
BRUTE		86299030	6/3/2014	4903607	2/23/2016

Exhibit "B"

Patents

Patent No.	Patent Date	Publication No.	Publication Date	Application No.	Application Date
5504945	4/9/1996	None	N/A	08394951	2/27/1995
6058516	5/9/2000	None	N/A	09264810	3/9/1999
6557186	5/6/2003	None	N/A	10112777	4/2/2002
6715156	4/6/2004	None	N/A	10338367	1/9/2003
7197773	4/3/2007	20060143806	7/6/2006	11007271	12/9/2004
None	N/A	20070050890	3/8/2007	11206782	Aug 19, 2005
D429035	8/1/2000	None	N/A	29101656	3/9/1999
D547909	7/31/2007	None	N/A	29254789	3/1/2006
D551393	9/18/2007	None	N/A	29254790	3/1/2006
D547910	7/31/2007	None	N/A	29254791	3/1/2006
D548404	8/7/2007	None	N/A	29254792	3/1/2006
D548405	8/7/2007	None	N/A	29254793	3/1/2006
D551809	9/25/2007	None	N/A	29254794	3/1/2006
D622006	8/17/2010	None	N/A	29328861	12/3/2008
D616609	5/25/2010	None	N/A	29328868	12/3/2008