

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589420

<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>
TMB Enterprises LLC		06/23/2020	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dynamic Brands, LLC		
<b>Street Address:</b>	2701 Emerywood Parkway		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23294		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2869701	HAAS-JORDAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853155		
<b>Email:</b>	trademarks@troutman.com		
<b>Correspondent Name:</b>	Austin Padgett, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street NE, Suite 3000		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	237112.36		
<b>NAME OF SUBMITTER:</b>	Austin Padgett, Esq.		
<b>SIGNATURE:</b>	/Austin Padgett/		
<b>DATE SIGNED:</b>	07/30/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is dated as of June 23, 2020, by and among The Genoa Banking Company, an Ohio chartered stated banking association ("Secured Party"), Dynamic Brands, LLC, a Virginia limited liability company ("Assignee"), and TMB Enterprises LLC, an Ohio limited liability company ("Assignor"). Secured Party, Assignee, and Assignor are each a "Party" and collectively the "Parties." Capitalized terms appearing in this Assignment, but not otherwise defined, shall have the meanings given to them in the Purchase Agreement (as defined below).

### RECITALS

**WHEREAS**, the Parties are parties to that certain UCC Foreclosure Sale Agreement, dated as of June 22, 2020 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, transfer and assign to Assignee the US trademark registrations listed in Schedule A attached hereto and incorporated herein by this reference, and any corresponding registrations or pending applications filed anywhere in the world, and all common law or other rights arising from Assignor's use of any other word, phrase, symbol, logo, design, brand or similar identifier in commerce to identify Assignor's products or services (collectively "Trademarks");

**WHEREAS**, the Trademarks are part of the Collateral that is being purchased by Assignee as part of a private foreclosure sale of the Collateral under Ohio Uniform Commercial Code Section 9-610, Ohio Revised Code Sec. 1309.610; and

**WHEREAS**, the Parties desire to enter into this Assignment to effect the transfer of the Trademarks.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Trademarks, free and clear of all Liens, free and clear of Secured Party's security interest and any security interest subordinate thereto, together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Trademarks, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past or future infringement of the Trademarks in the United States or any foreign jurisdiction.

2. Further Documentation and Actions. Each of Assignor and the Secured Party hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other documents, to take any and all further, commercially reasonable actions, deemed reasonably necessary by Assignee to vest in Assignee all right, title and interest in and to the registered Trademarks, to give full effect to this Assignment, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

3. Successors and Assigns. This Assignment is binding on Assignor and Secured Party and its respective successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

4. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the laws governing the Purchase Agreement in the manner set forth in the Purchase Agreement.

5. Further Assurances. Each Party agrees to do such further acts and to execute and deliver any further agreements, instruments or documents as may be necessary or appropriate to carry out the purposes of this Assignment and the Purchase Agreement.

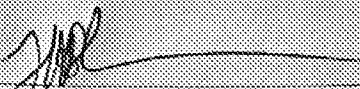
6. Conflicts. To the extent of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail.

7. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the Parties may be evidenced by way of a facsimile or electronic transmission of such party's signature (including PDF), or a photocopy of such facsimile or electronic transmission, and such facsimile or electronic signature shall be deemed to constitute the original signature of such Party hereto.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

TMB ENTERPRISES, LLC

By:   
Name: \_\_\_\_\_  
Title: PRESIDENT, SOLE MEMBER  
TMB ENTERPRISES LLC

ACKNOWLEDGED AND AGREED:

THE GENOA BANKING COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK

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**IN WITNESS WHEREOF**, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

**TMB ENTERPRISES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED AND AGREED:**

**THE GENOA BANKING COMPANY**

By: Justin Moore  
Name: Justin Moore  
Title: VP Senior Leader & Risk Manager

**SCHEDULE A**  
**TRADEMARKS**

**1. Registered Trademarks:**

HAAS-JORDAN      U.S. Registration No. 2869701