

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM590935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Sporting Goods Corporation		06/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nevados IP LLC		
Street Address:	34 West 33rd St, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4478361	NEVADOS	
Registration Number:	3565589	NEVADOS	
Registration Number:	1864305	NEVADOS	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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>			
Phone:	212 326 0831		
Email:	tlee@pryorcashman.com, jalbrink@pryorcashman.com, tmdocketing@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	18065.00008		
NAME OF SUBMITTER:	Brad D. Rose		
SIGNATURE:	/Brad D. Rose/		
DATE SIGNED:	08/07/2020		
Total Attachments: 6			
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ASSIGNMENT OF MARKS

This ASSIGNMENT OF MARKS (this “Assignment”), entered into as of June 22, 2020, is made and entered into by and between Nevados IP LLC, a New York limited liability company (“Assignee”) and American Sporting Goods Corporation, a Delaware corporation (“Assignor”).

WHEREAS, this Assignment is made and entered into in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of June 22, 2020 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “Purchase Agreement”), by and among Assignee, Assignor and Sequential Brands Group, Inc., which provides, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to all Transferred IP (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, the Transferred IP includes all of Assignor’s right, title and interest in, to and under certain assets, including, without limitation, rights associated with the registered and unregistered trademarks, service marks, and applications for trademark and service mark registration set forth on Schedule A attached hereto, and other designations of origin, together with all translations, adaptations, derivations and combinations of the foregoing and all foreign equivalents thereof, together with all goodwill connected with the use thereof and symbolized thereby and all rights, applications, registrations, renewals and extensions in connection therewith arising or enforceable under the laws of the United States, any other jurisdiction, or any bilateral or multilateral treaty regime (the “Assigned Trademarks”);

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Purchase Agreement;

WHEREAS, in accordance with the Purchase Agreement, the Assignor desire to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all liens or other encumbrances of any nature or kind, (a) all of Assignor’s rights, title and interest in, to and under, including any and all common law rights thereto, the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for

Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing, in each case, effective as of the date hereof. Together with Assignor's rights, title and interest in and to each of the Assigned Trademarks, as well as the goodwill of the business associated with said Assigned Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Assigned Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.

3. Authorization and Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar throughout the world to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks throughout the world. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks throughout the world.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

7. Further Assurances. In accordance with the Purchase Agreement, without further consideration, Assignor hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents

or perform all reasonable affirmative acts which may be necessary to record or perfect the above-described transfer of Assigned Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office.

8. Effectiveness. This Assignment is effective as of the date hereof.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignor on behalf of Assignee and Assignor, respectively.

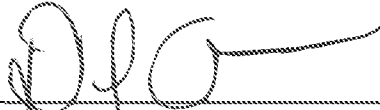
10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 6.4 of the Purchase Agreement.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

AMERICAN SPORTING GOODS
CORPORATION

By: 
Name: David Conn
Title: CEO

ASSIGNEE:

NEVADOS IP LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

AMERICAN SPORTING GOODS
CORPORATION

By: _____
Name:
Title:

ASSIGNEE:

NEVADOS IP LLC

By: _____
Name: *Msgr. M. Z. M. L.*
Title: *pres*

[Signature Page to Assignment of Marks]

SCHEDULE A
Assigned Trademarks

No.	Country	Mark	Class	Appl. Ser. No.	Filing Date	Reg. No.	Registration Date	Status	Current Owner
1.	US	NEVADOS	18	77/932,054 (IR 1052447)	02/09/2010	4,478,361 (IR 1052447)	02/04/2014	Registered	American Sporting Goods Corporation
2.	US	NEVADOS	25	77/298,317	10/08/2007	3,565,589	01/20/2009	Registered	American Sporting Goods Corporation
3.	US	NEVADOS	25	74/342,089	12/17/1992	1,864,305	11/22/1994	Registered	American Sporting Goods Corporation