

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dash Holdings Group, LLC		07/22/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	StoreBound LLC		
Street Address:	50 Broad Street		
Internal Address:	Suite 1920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5640274	DASH	
Registration Number:	5748756	DASH	
Registration Number:	5509519	SOBRO	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621622		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Duane A. Stewart III		
Address Line 1:	501 Grant Street		
Address Line 2:	Suite 200		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0080963-000003		
NAME OF SUBMITTER:	Duane A. Stewart III		
SIGNATURE:	/Duane A. Stewart III/		
DATE SIGNED:	08/14/2020		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”), dated as of July 22, 2020, is by Dash Holdings Group, LLC, a New York limited liability company (the “Assignor”), and StoreBound, LLC, a New York limited liability company (the “Assignee”).

WHEREAS, on July 22, 2020, the Assignee entered into a Unit Purchase Agreement (the “Purchase Agreement”) by and among GROUPE SEB Holdings, Inc., a Delaware corporation (the “Buyer”), StoreBound Holdings LLC, the Assignee and the Persons listed on Schedule 8.6(b) thereto, pursuant to which the Buyer will initially purchase an aggregate of fifty-five percent (55%) of the equity securities of the Assignee from StoreBound Holdings LLC;

WHEREAS, effective upon the Closing (as such term is defined in the Purchase Agreement), Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor’s right, title, and interest in, to and under all intangible assets and Intellectual Property set forth on Schedule A to this Assignment, and all common law rights, reputational rights, and goodwill associated therewith and appurtenant thereto (“IP Purchased Assets”);

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

1. Transfer of Intellectual Property. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its legal representatives, successors and assigns all of Assignor’s right, title, interest duties and obligations arising from or relating to the IP Purchased Assets and further including the right to sue for and recover for past, present or future infringement, the right to claim domestic or foreign priority, and including any foreign counterparts, continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof. Assignor further hereby constitutes and appoints Assignee as the true and lawful attorney of Assignor, with full power of substitution, in the name and stead of Assignor, on behalf and for the benefit of Assignee and, at Assignee’s sole cost and expense, to demand and receive any and all of the IP Purchased Assets, to give receipts and releases for and in respect of the same, or any part thereof, and to do all acts and things in relation to the IP Purchased Assets that Assignee shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

2. Further Assurances. Assignor hereby covenants that from time to time and at Assignee’s request and sole cost and expense, Assignor will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, transfers, conveyances, assignments and assurances as reasonably may be required to assure, convey, transfer, confirm and vest unto Assignee any of the IP Purchased Assets, and to aid and assist Assignee in collecting and reducing the same to possession.

3. Effectiveness. Notwithstanding anything to the contrary, the assignments contemplated by Section 1 of this IP Assignment Agreement shall only become effective upon the Closing, and in the event that the Purchase Agreement is terminated or abandoned or the Closing is abandoned or otherwise not consummated for any reason, the assignments

contemplated by Section 1 of this IP Assignment Agreement shall have no legal force or effect whatsoever.

4. Governing Law. This IP Assignment Agreement will be governed by, and construed and interpreted in accordance with, the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of such jurisdiction or any other jurisdiction

5. Successors and Assigns. This IP Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Execution in Counterparts. This IP Assignment Agreement may be executed in counterparts, each of which will be considered an original, and all of which, taken together, shall constitute one and the same instrument. The exchange of copies of this IP Assignment Agreement and of the signature pages hereto by facsimile transmission, by e-mail delivery of a "PDF" data file, or by other electronic transmission, shall constitute effective and binding execution and delivery of this IP Assignment Agreement as to the parties hereto and may be used in lieu of the original IP Assignment Agreement and signature pages thereof for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed this IP Assignment Agreement as of the date first written above.

ASSIGNOR:

DASH HOLDINGS GROUP, LLC

By: Evan Dash
Name: Evan Dash
Title: Chief Executive Officer

ASSIGNEE:

STOREBOUND LLC

By: Evan Dash
Name: Evan Dash
Title: Chief Executive Officer

SCHEDULE A
Intellectual Property

(i)

Trademarks:

Trademark	Jurisdiction	Application No.	Registration No.	Record Owner
DASH	U.S.	87/406,500	5,640,274	Dash Holdings Group, LLC
DASH & Design	U.S.	87/947,725	5,748,756	Dash Holdings Group, LLC
SOBRO	European Union	A0076828	1422809	Dash Holdings Group, LLC
SOBRO	U.S.	87/406,592	5,509,519	Dash Holdings Group, LLC