

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643660

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Tie Bar Operating Company, LLC | | 04/22/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Tie Bar Holdings, LLC | | |
| Street Address: | 290 Utah Street | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94103 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5509750 | T | |
| Registration Number: | 5425083 | THE TIE BAR | |
| Registration Number: | 4628323 | THE TIE BAR | |
| Registration Number: | 3981210 | THE TIE BAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175893821 | | |
| <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: | djanis@davismalm.com, achan@davismalm.com | | |
| Correspondent Name: | Daniel T. Janis, Esq. | | |
| Address Line 1: | One Boston Place, 37th Floor | | |
| Address Line 4: | Boston, MASSACHUSETTS 02108 | | |
| NAME OF SUBMITTER: | Daniel T. Janis | | |
| SIGNATURE: | /s/ Daniel T. Janis | | |
| DATE SIGNED: | 04/30/2021 | | |
| Total Attachments: 7 | | | |
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| source=assignmentpacket#page2.tif | | | |
| source=assignmentpacket#page3.tif | | | |

OP \$115.00 5509750

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*Assignment*”), including all schedules attached hereto, is made effective this 22nd day of April, 2021 (the “*Effective Date*”), by and between Michael J. Eber, solely in his capacity as assignee for the benefit of creditors of The Tie Bar Operating Company, LLC (“*Eber*”), and Tie Bar Holdings, LLC, a Delaware limited liability company, or its designated assignee (“*Holdings*”). For purposes of this Agreement, Eber and Holdings are collectively referred to as “*Parties*” and each individually a “*Party*”.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated April 6, 2021 by and between Holdings and Eber (the “*Purchase Agreement*”), providing for the execution and delivery of this Assignment by Eber to Holdings as a condition to Closing (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Eber wishes to assign to Holdings all intellectual property, including, without limitation, all rights in and to any trademark, patent, domain name, and/or copyright rights registered in the name of or owned by Eber and all other intellectual property identified or otherwise described on *Schedule A* hereto (collectively, the “*Assigned IP*”); and

WHEREAS, Eber wishes to assign to Holdings, and Holdings wishes to acquire from Eber, all right, title, and interest in and all goodwill associated with the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. As of the Effective Date, Eber hereby sells, contributes, grants, bargains, conveys, transfers, assigns and delivers to Holdings all right, title and interest in, to and under the Assigned IP, together with the goodwill associated therewith, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under applicable laws, nor or hereafter arising or in effect, for Holdings’ own use and enjoyment, and for the use and enjoyment of Holdings’ successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Eber if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.

2. Eber shall, without further consideration, execute and deliver such additional documents and provide assistance reasonably required or requested by Holdings, its successors and assigns, and their legal representatives (including, without limitation, execution and delivery of any affidavits, declarations, oaths, or other documents as may reasonably be required) to secure and enforce the rights granted to Holdings under this Assignment.

3. Holdings may record this Assignment with the United States Patent and Trademark Office, U.S. Copyright Office, and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Holdings.

4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflict of law principles.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.


7. This Agreement is being delivered and executed pursuant to the Purchase Agreement and is subject to all the terms and conditions of the Purchase Agreement. No provision of this Agreement will enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, then the terms and conditions of the Purchase Agreement control.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

Michael J. Eber,
solely as assignee for the Benefit
of creditors of The Tie Bar Operating Company,
LLC

Tie Bar Holdings, LLC

By: 

By: _____

Name: Michael J. Eber

Name: Michael Maher

Its: Assignee

Its: CEO

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

Michael J. Eber,
solely as assignee for the Benefit
of creditors of The Tie Bar Operating Company,
LLC

Tie Bar Holdings, LLC

By: _____

By: mpmaher

Name: _____


Name: Michael Maher

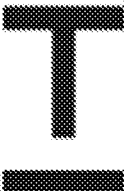
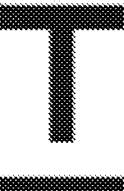
Its: _____

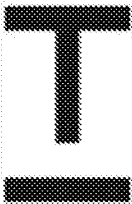
Its: CEO

Schedule A
to Intellectual Property Assignment Agreement

TRADEMARKS:

| Type | Serial Number | Reg. Number | Word Mark | Live/Dead |
|-----------------------------------------------------------------------------------|-----------------|----------------|-------------|-----------|
|  | <u>87480015</u> | <u>5509750</u> | T | LIVE |
| | <u>87435439</u> | <u>5425083</u> | THE TIE BAR | LIVE |
| | <u>86220784</u> | <u>4628323</u> | THE TIE BAR | LIVE |
| | <u>85159269</u> | <u>3981210</u> | THE TIE BAR | LIVE |

| Brand | Source | Status | Number | Image |
|-------------|--------|--------|---------------|--------------------------------------------------------------------------------------|
| T | CA TM | Active | 1876262 |  |
| T | WO TM | Active | 1389703 |  |
| THE TIE BAR | CA TM | Active | 1864400 | |
| THE TIE BAR | WO TM | Active | 1381195 | |
| THE TIE BAR | CA TM | Active | 1667963 | |
| THE TIE BAR | EM TM | Active | 012629713 | |
| THE TIE BAR | AU TM | Active | 1607623 | |
| THE TIE BAR | UK TM | Active | UK00912629713 | |

| Brand | Source | Status | Number | Image |
|-------|--------|--------|---------------|------------------------------------------------------------------------------------|
| T | UK TM | Active | UK00801389703 |  |

- i. China – Trademark #14122766
- ii. China – Trademark #14122767
- iii. China – Trademark #1389703

DOMAIN NAMES/WEBSITES:

1. <https://www.thetiebar.com>
2. <http://blog.thetiebar.com/>

SOCIAL MEDIA ACCOUNTS:

1. <https://www.instagram.com/thetiebar/>;
2. <https://www.facebook.com/thetiebar/>;
3. <https://business.facebook.com/TheTieBar/>
4. <https://www.pinterest.com/thetiebar/>;
5. <https://twitter.com/thetiebar/>;
6. <https://www.youtube.com/user/TheTieBarDotCom/videos>
7. <https://www.linkedin.com/company/the-tie-bar-operating-company-llc>
8. <https://www.linkedin.com/company/the-tie-bar>
9. <https://twitter.com/thetiebar/status/626835949700317184>
10. <https://www.tiktok.com/@thetiebar>
11. <https://www.reddit.com/user/thetiebarHQ/>
- 12.

https://www.reddit.com/r/malefashionadvice/comments/3auiyz/im_erin_from_the_tie_bar_ask_me_anything/

COPYRIGHTS:

1. None.

PATENTS:

1. None.