

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651800

<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>
MONDO TEES, LLC		05/28/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONDO TEES BUYER, LLC		
<b>Street Address:</b>	3908 AVENUE B		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78751		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4390351	MONDO	
<b>Registration Number:</b>	5756300	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	212-596-9287		
<b>Email:</b>	nicole.mollica@ropesgray.com		
<b>Correspondent Name:</b>	Nicole Mollica, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	108712-0172-008		
<b>NAME OF SUBMITTER:</b>	Nicole Mollica		
<b>SIGNATURE:</b>	/nicole mollica/		
<b>DATE SIGNED:</b>	06/04/2021		
<b>Total Attachments: 5</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “Assignment”) is hereby entered into on May 28, 2021, by and between Mondo Tees, LLC, a Texas limited liability company (“Assignor”), and Mondo Tees Buyer, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, on the terms and subject to the conditions of that certain Asset Purchase Agreement, dated as of March 5, 2021 (as amended by that certain Amendment No. 1 to Asset Purchase Agreement, dated as of April 22, 2021, and as further modified, amended, or supplemented, the “Asset Purchase Agreement”), by and between Assignor and certain affiliates of Assignor, on the one hand, and ALMO Holdings, LLC, a Delaware limited liability company (“Purchaser”), on the other hand, and pursuant to and in accordance with the Sale Order (as defined in the Asset Purchase Agreement) and any other order of the Bankruptcy Court for the District of Delaware related to the Purchased Assets (as defined in the Asset Purchase Agreement), Assignor agreed to, at the Closing (as defined in the Asset Purchase Agreement), assign, grant, convey, transfer, and deliver to Purchaser all of Assignor’s right, title, and interest in and to all Purchased Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to transfer to Assignee all of Assignor’s right, title, and interest in and to the trademarks and related intellectual property listed on Schedule A attached hereto (the “Assigned Marks”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby conveys, assigns, transfers, and delivers to Assignee (i) all of Assignor’s right, title, and interest in and to the Assigned Marks, including the registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, (ii) the right to sue or otherwise recover for past, present, and future infringement, dilution, or other violation thereof, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and payable with respect thereto, the same to be held and enjoyed by Assignee, Assignee’s successors and assigns or their respective legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor and Assignee agree that any filing fees associated with recording this Assignment with the United States Patent and Trademark Office shall be borne solely by Assignee.

3. This Assignment has been executed and delivered by Assignor to be used for recording the transfer of ownership of the Assigned Marks with the appropriate government entity, including without limitation, the United States Patent and Trademark Office. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions that Assignee or Assignee's successors or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title, and interest in and to the Assigned Marks, including, without limitation, any recordation in relevant state and national registration offices.

4. Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.

5. Assignor represents and warrants that it has full and complete authority to make this Assignment.

6. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. This Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

8. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflict of laws.

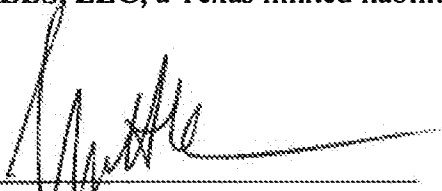
*[Remainder of Page Intentionally Left Blank - Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

Assignor:

**MONDO TEES, LLC**, a Texas limited liability company

By: \_\_\_\_\_

  
Name: Matthew Vonderahe  
Title: Chief Financial Officer

Assignee:

**MONDO TEES BUYER, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: Shelli Taylor  
Title: Chief Financial Officer

Assignee:

**MONDO TEES BUYER, LLC**, a Delaware  
limited liability company

By: Shelli Taylor  
Name: Shelli Taylor  
Title: Chief Executive Officer


[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
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Schedule A

Assigned Marks

**U.S. Trademark Registrations and Applications owned by  
Mondo Tees, LLC**

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
MONDO	Renewed September 27, 2018	9, 16, 25, 35	85468910	4390351
M and Design 	Registered May 21, 2019	9, 14, 16, 25, 28	88133936	5756300

TRADEMARK

REEL: 007316 FRAME: 0337

RECORDED: 06/04/2021