

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689364

<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>
The Basketball Marketing Company, Inc.		11/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sequential Holdco LLC		
<b>Street Address:</b>	440 Ninth Ave		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88659760		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5132412324		
<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>	5132412324		
<b>Email:</b>	tremaklus@whe-law.com		
<b>Correspondent Name:</b>	Theodore R. Remaklus		
<b>Address Line 1:</b>	441 Vine Street		
<b>Address Line 2:</b>	2700 Carew Tower		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	AND1-462-122		
<b>NAME OF SUBMITTER:</b>	Theodore R. Remaklus		
<b>SIGNATURE:</b>	/theodore r remaklus/		
<b>DATE SIGNED:</b>	11/19/2021		
<b>Total Attachments: 9</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment Agreement”) is made and entered into as of November 12, 2021, by and among Sequential Brands Group, Inc., a Delaware corporation, each Subsidiary of Sequential listed on the signature pages to this Agreement (collectively with Sequential, “Assignors”), and Sequential Holdco LLC, a Delaware limited liability company (the “Assignee”). Assignee and Assignors are collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, pursuant to that certain Intellectual Property Assignment and Assumption Agreement, dated as of November 12, 2021, by and between Assignee and Assignors (the “IP Agreement”), Assignors agreed to assign, sell, convey, and transfer, and desire to assign, sell, convey, and transfer all of Assignors’ right, title, and interest in and to the Trademarks (as defined below) to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the IP Agreement.

2. Assignment. Assignors do hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignors, all of Assignors’ right, title, and interest in and to (a) the trademarks and trademark applications trademarks, service marks, trade dress, trade names, and other indicia of origin, applications and registrations for the foregoing set forth on Schedule A, and all goodwill associated therewith and symbolized thereby attached thereto (collectively, the “Trademarks”), (b) the right to apply for and obtain registrations and renewals for the Trademarks, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignors further authorize Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world issue any and all trademarks, service marks, trade dress, trade names, and other indicia of origin resulting from the Trademarks to Assignee.

3. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (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.

4. No Conflict. Nothing in this Trademark Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Assignee acknowledges that Assignors make no representation or warranty with respect to the Trademarks, except as specifically set forth in the Purchase Agreement.

5. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

6. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

7. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

**Assignors:**

SEQUENTIAL BRANDS GROUP, INC.

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

Name: Lorraine DiSanto  
Title: Chief Financial Officer

GALAXY BRANDS LLC

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

Name: Lorraine DiSanto  
Title: Chief Financial Officer & Treasurer

THE BASKETBALL MARKETING COMPANY,  
INC.

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

Name: Lorraine DiSanto  
Title: Chief Financial Officer & Treasurer

GAIAM AMERICAS, INC.

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

Name: Lorraine DiSanto  
Title: Chief Financial Officer & Treasurer

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 007500 FRAME: 0692**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

**Assignee:**

SEQUENTIAL HOLDCO LLC

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

Name: Allan Weinstein

Title: President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 007500 FRAME: 0693**

SCHEDULE A  
**TRADEMARKS**

See attached.

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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**ARGENTINA**

AND1-00001AR	AND 1	4/17/2009 3886567	6/17/2010 3152470	REGISTERED
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Goods: 18 - rucksacks, bags for sports, traveling bags, pocket wallets and school bags

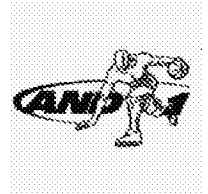
AND1-00001AR.01	AND 1	4/17/2009 3867211	2/25/2010 3139653	REGISTERED
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Goods: 25 - footwear: namely, shoes and sport shoes; clothing: namely, jackets, knitwear, jerseys, pants, pullovers, sweatshirts, sweatpants, shirts, shorts, socks, sport jerseys, polo shirts, tee-shirts, uniforms, wristbands and headbands; and headgear for wear: namely, sun visors, visors, hoods and caps

AND1-00001AR.02	AND 1	4/17/2009 3867212	2/25/2010 3139654	REGISTERED
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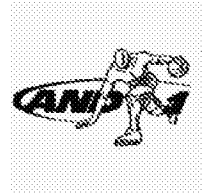
Goods: 28 - balls for games: namely, basketballs; and games: namely, basketball sets.

AND1-00002AR	AND 1 and Design (Extended Arm)	4/7/2009 3867210	2/17/2010 3139652	REGISTERED
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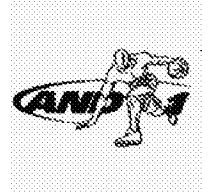
Goods: 28 - balls for games: namely, basketballs; and games: namely, basketball sets.

AND1-00002AR.01	AND 1 and Design (Extended Arm)	4/7/2009 3867208	1/20/2010 3181070	REGISTERED
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Goods: 18 - rucksacks, bags for sports, bags for travel, music cases, pocket wallets and school bags

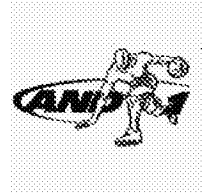
AND1-00002AR.02	AND 1 and Design (Extended Arm)	4/17/2009 3139651	2/17/2010 3867209	REGISTERED
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Goods: 25 - footwear: namely, shoes and sport shoes; clothing: namely, jackets, knitwear, jerseys, pants, pullovers, sweatshirts, sweatpants, shirts, shorts, socks, sport jerseys, polo shirts, tee-shirts, uniforms, wristbands and headbands; and headgear for wear: namely, sun visors, visors, hoods and caps.

**ARUBA**

AND1-00001AW	AND 1 and Design (Extended Arm)	5/6/2002 22176	1/13/2003 22176	REGISTERED
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Goods: 25 - clothing, including t-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, knit shirts, over jackets, wind-resistant jackets, insulated jackets, warm-up suits, athletic uniforms, tracksuits, pants, shorts, sweat pants.

**AUSTRALIA**

AND1-00001AU	AND 1	3/28/1995 657129	3/28/1995 657129	REGISTERED
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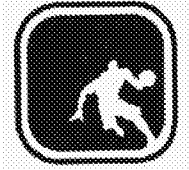
Goods: 25 - clothing, including t-shirts, wind resistant jackets, pants, shorts, sweatshirts, sweatpants and caps



REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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UNITED KINGDOM continued.....

AND1-00009GB	Driver Pose Silhouette Logo	3/26/2003 UK00903110459	3/22/2005 UK00903110459	REGISTERED
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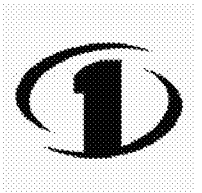
Goods: 25 - Clothing, namely, t-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, jackets, warm-up suits, pants, shorts, sweat pants, caps, hats, sweat bands; socks; footwear; clothing; headgear.

AND1-00010GB	MIX TAPE	1/15/2003 UK00903008760	4/16/2007 UK00903008760	REGISTERED
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Goods: 25 - Clothing, namely, t-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, jackets, warm-up suits, pants, shorts, sweat pants, caps, hats, sweat bands and socks; footwear.  
41 - Entertainment services featuring basketball games.

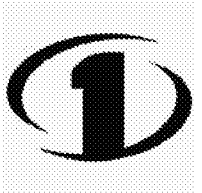
**UNITED STATES**

AND1-00005US.01	1 (stylized and/or with design)	10/2/2014 86977579	12/1/2015 4864714	REGISTERED
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Goods: 25 - Clothing, namely, tops, t-shirts, tank tops, polo shirts, sport shirts, bottoms, pants, shorts

AND1-00005US	1 (stylized and/or with design)	10/2/2014 86413036	6/21/2016 4984111	REGISTERED
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Goods: 25 - Clothing, namely, sweatshirts, jerseys, jackets, sweat pants

AND1-00001US.04	AND 1	6/18/2010 85066394	8/16/2011 4013635	REGISTERED
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Goods: 14 - Watches

AND1-00001US	AND 1	5/2/2011 85981945	6/17/2014 4550460	REGISTERED
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Goods: 18 - all-purpose athletic bags; all-purpose sports bags; all-purpose carrying bags; duffel bags; gym bags; backpacks

AND1-00001US.03	AND 1	4/23/2004 76588461	7/19/2005 2969524	REGISTERED
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Goods: 09 - prerecorded audio and video magnetic data carriers, audio and video tapes, and audio and video optical and laser discs, all featuring basketball games and contests and music

25 - clothing, namely, t-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, jackets, warm-up suits, athletic uniforms, pants, shorts, sweat pants, gym shorts, caps, hats, sweat bands, head bands, wrist bands, socks, and footwear

41 - entertainment services, namely, organizing and presenting basketball games before live audiences and community and live sporting and cultural events featuring basketball games, basketball tournaments, basketball camps, and live musical concerts; organizing and conducting basketball games and contests

AND1-00001US.02	AND 1	5/14/1993 74390120	6/6/1995 1898164	REGISTERED
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Goods: 25 - T-shirts, overjackets, wind resistant jackets, pants, shorts, sweatshirts and sweatpants

AND1-00001US.05	AND 1	4/21/2017 87420221	3/16/2021 6,295,466	REGISTERED
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Goods: 35 - Online retail store services featuring apparel, apparel accessories, footwear, headwear, sporting goods and equipment, and sports and fitness products and accessories

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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UNITED STATES continued.....

AND1-00001US.06	AND 1	5/3/2019 88414632		ALLOWED
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Goods: 03 - non-medicated breath freshening strips and sprays; non-medicated breath freshening dissolving strips; hair care preparations; hair shampoos and conditioners; deodorants and antiperspirants for human use; non-medicated toiletry preparations; after shave lotion; shaving cream; body lotions; skin moisturizer; face and body creams; beard lotions; shower gel; bath and skin soap; sun block; sun screen; lip balm; cosmetics; wipes impregnated with a skin cleanser; non-medicated face and body mist; non-medicated skin cleaners; facial cleansers; foot deodorant spray; toiletry and cosmetic bags filled with any of the foregoing; and room fragrances

AND1-00010US	AND 1 (and Hook Logo)	6/21/2001 76275486	11/5/2002 2645469	REGISTERED
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Goods: 25 - clothing, namely, t-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, jackets, warm-up suits, pants, shorts, sweat pants, caps, hats, sweat bands and socks; footwear

AND1-00012US.01	AND 1 and Silhouette Logo	9/27/2002 78168760	1/6/2004 2803755	REGISTERED
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Goods: 25 - clothing, namely, t-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, jackets, warm-up suits, pants, shorts, sweat pants, caps, hats, sweat bands and socks; footwear

AND1-00011US	AND1	6/9/2009 77755773	8/30/2011 4019930	REGISTERED
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Goods: 32 - Energy drinks; sports drinks

AND1-00012US	AND1 and Silhouette Logo	6/9/2015 86655908	8/15/2017 5266470	REGISTERED
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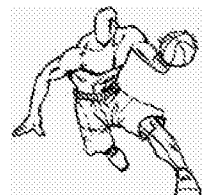
Goods: 28 - Basketballs; pumps for inflating sports equipment, namely, basketballs; basketball nets; athletic sporting goods, namely, muscle training braces to be worn for support when playing sports for joints and limbs

AND1-00013US	AND1 basketball company (and design)	9/4/2008 77562714	7/17/2012 4175873	REGISTERED
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Goods: 25 - clothing, namely, t-shirts, sweatshirts, tank tops, sport shirts, jackets, warm-up suits, pants, shorts, sweat pants and socks; footwear

AND1-00002US.01	Drive Pose Player Design	6/11/2009 77757824	3/8/2011 3929306	REGISTERED
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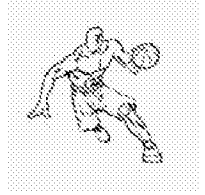


Goods: 32 - Energy drinks; sports drinks

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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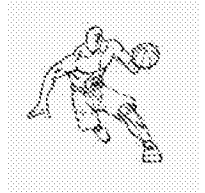
UNITED STATES continued.....

AND1-00002US	Drive Pose Player Design	6/21/2001 76275484	4/9/2002 2558721	REGISTERED
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Goods: 25 - clothing, namely, t-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, jackets, warm-up suits, pants, shorts, sweat pants, caps, hats, sweat bands and socks; footwear;

AND1-00002US.02	Drive Pose Player Design	10/18/2019 88659760		ALLOWED
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Goods: 18 - Bags for general and sport use, namely, handbags, tote bags, drawstring bags, waist packs, overnight bags, gym bags, duffel bags, backpacks, book bags, knapsacks, messenger bags, luggage and travelling bags; key cases; all-purpose sports bags; all-purpose athletic bags; all-purpose carrying bags; wallets; umbrellas

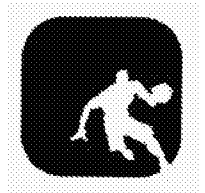
AND1-00017US	I BALL	9/19/2003 78302937	5/10/2005 2947759	REGISTERED
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Goods: 25 - clothing, namely, T-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, jackets, warm-up suits, athletic uniforms, pants, shorts, sweat pants, gym shorts, caps, hats, sweat bands, head bands, neck bands, wrist bands, and socks; footwear

AND1-00019US	MIX TAPE	6/16/2004 76597691	12/20/2005 3031202	REGISTERED
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Goods: 09 - prerecorded audio and video magnetic data carriers, audio and video tapes, and audio and video optical and laser discs, all featuring basketball games and contests and music

AND1-00004US	Silhouette Logo	9/27/2002 78168777	3/30/2004 2828607	REGISTERED
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Goods: 25 - clothing, namely, t-shirts, sweatshirts, tank tops, polo shirts, jerseys, sport shirts, jackets, warm-up suits, pants, shorts, sweat pants, caps, hats, sweat bands and socks; footwear

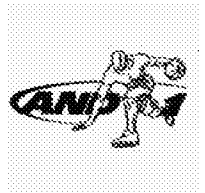
**URUGUAY**

AND1-00001UY	AND ONE	4/11/1997 354738	12/26/1997 384356	REGISTERED
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Goods: 25 - to cover entire class

**VENEZUELA**

AND1-00001VE	AND 1 and Design (Extended Arm)	6/12/1997 1206297	6/2/2000 P219813	REGISTERED
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Goods: 09 - sunglasses

AND1-00001VE.01	AND 1 and Design (Extended Arm)	6/12/1997 1206597	6/2/2000 P219816	REGISTERED
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