

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689629

<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: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74390120	AND 1	
<b>Serial Number:</b>	76275484		
<b>Serial Number:</b>	76275486	AND 1	
<b>Serial Number:</b>	76588461	AND 1	
<b>Serial Number:</b>	76597691	MIX TAPE	
<b>Serial Number:</b>	77562714	AND 1 BASKETBALL COMPANY	
<b>Serial Number:</b>	77755773	AND1	
<b>Serial Number:</b>	77757824		
<b>Serial Number:</b>	78168760	AND1	
<b>Serial Number:</b>	78168777		
<b>Serial Number:</b>	78302937	I BALL	
<b>Serial Number:</b>	85066394	AND 1	
<b>Serial Number:</b>	85981945	AND 1	
<b>Serial Number:</b>	86413036	1	
<b>Serial Number:</b>	86655908	AND 1	
<b>Serial Number:</b>	86977579	1	
<b>Serial Number:</b>	87420221	AND 1	
<b>Serial Number:</b>	88414632	AND 1	
<b>TRADEMARK</b>			

OP \$465.00 74390120

**CORRESPONDENCE DATA****Fax Number:** 5132416234*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.***Phone:** 5132412324**Email:** tremaklus@whe-law.com**Correspondent Name:** Theodore R. Remaklus**Address Line 1:** 441 Vine Street**Address Line 2:** 2700 Carew Tower**Address Line 4:** Cincinnati, OHIO 45202

<b>NAME OF SUBMITTER:</b>	Theodore R. Remaklus
<b>SIGNATURE:</b>	/theodore r remaklus/
<b>DATE SIGNED:</b>	11/22/2021

**Total Attachments: 19**

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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]*