

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opti Expense, Inc.		11/16/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	1661, Inc.		
Street Address:	3433 W. Exposition Place		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5042304	THE REAL GOAT	
Registration Number:	5042323	GOATWARE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Perry J. Viscounty		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Natalie Richards		
SIGNATURE:	/Natalie Richards/		
DATE SIGNED:	12/03/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), effective as of the date executed below, is made by Opti Expense, Inc. ("Assignor"), a North Carolina corporation located at 119 East Young Ave, Henderson, North Carolina 27536 and 1661, Inc. ("Assignee"), a Delaware corporation located at 3433 W. Exposition Place, Los Angeles, California 90018.

WHEREAS,

- A. Assignor is the owner of all right, title and interest in and to the marks THE REAL GOAT and GOATWARE (the "Marks"), including the United States Trademark Registration Nos. 5042304 and 5042323 (the "Registrations") detailed on Schedule 1 hereto.
- B. The parties have agreed that Assignor will assign its rights in the Marks and the Registrations to Assignee.

NOW THEREFORE, the parties to this Trademark Assignment agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the Marks and the Registrations, together with the goodwill connected with the use of, and symbolized by, the Marks, as well as all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; 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 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.

2. Recordation and Further Actions. Assignor hereby consents to and authorizes the United States Patent and Trademark Office, and all officials of all applicable trademark offices, entities or agencies in any other applicable jurisdictions, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts,

each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written below.

OPTI EXPENSE, INC.

By: *[Signature]*
Name: *Dawn B. For*
Title: *Controller*

Dated: November *11*, 2021

AGREED TO AND ACCEPTED:

1661, INC. *Yunah Lee*
By: Yunah Lee (Nov 25, 2021 10:51 PST)
Name: Yunah Lee
Title: COO

SCHEDULE 1

ASSIGNED TRADEMARKS

Mark	U.S. Reg. #	U.S. App. #	Class/ Goods
THE REAL GOAT	5042304	86659575	25- Athletic apparel, namely, shirts, shoes, pants, jackets, footwear, hats and caps, athletic uniforms.
GOATWARE	5042323	86662377	25- Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; athletic footwear.

TRADEMARK