

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM692371

<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>
Betabrand Corporation		12/02/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BTB (ABC), LLC		
<b>Street Address:</b>	1738 Belmar Blvd.		
<b>City:</b>	Belmar		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07719		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5277959	BETABRAND	
<b>Registration Number:</b>	3975555	BETABRAND	
<b>Registration Number:</b>	3975554	BETABRAND	
<b>Registration Number:</b>	3975553	BETABRAND	
<b>Registration Number:</b>	4833935	SILICON VALLEY FASHION WEEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	070185-0003		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	12/03/2021		
<b>Total Attachments: 5</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “**Agreement**”), dated as of December 2, 2021 (the “**Effective Date**”), is made and entered into by and between **BETABRAND CORPORATION**, a Delaware corporation (“**Assignor**”) and **BTB (ABC), LLC**, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings set forth in the General Assignment (defined below).

**WHEREAS**, Assignor owns all right, title, and interest in and to the trademarks listed in the attached Schedule A (the “**Trademarks**”) and has registered or applied to register certain of the Trademarks with the U.S. Patent and Trademark Office as set forth in Schedule A (the “**Registrations and Applications**”);

**WHEREAS**, the Assignor and Assignee entered into a general assignment for the benefit of creditors as of December 2, 2021 (the “**General Assignment**”) pursuant to which Assignor has transferred, conveyed, assigned and delivered to Assignee, among other assets, the Trademarks, and has agreed to execute and deliver this Agreement;

**WHEREAS**, pursuant to the General Assignment, Assignee has acquired all of Assignor’s right, title and interest in and to the Trademarks, and Assignor and Assignee wish to confirm via this assignment such acquisition and assignment;

**NOW, THEREFORE, BE IT KNOWN**, pursuant to this Agreement, Assignor and Assignee hereby agree as follows:

Assignment. Assignor hereby irrevocably assigns and transfers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, including but not limited to the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, with the right to sue and recover damages for all past, present or future causes of action (either in law or equity) and any and all income, royalties and payments now or hereafter due and/or payable with respect to the Trademarks, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Assignee, as fully and effectually as they would have been held by Assignor had this assignment not taken place.

Registration. Assignee will be entitled to register and/or record this Agreement at the relevant intellectual property and trademark offices. Assignor shall give Assignee any powers and authorization necessary for this purpose and, at the request of Assignee or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Assignee.

Further Action. Upon the reasonable request of Assignee and at no out-of-pocket expense to the Assignor, Assignor shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and take such further action as Assignee may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to the Trademarks in accordance with this Agreement. Assignor agrees to cooperate with Assignee in all reasonable respects and, at no out-of-pocket expense to

Assignor, to assure to Assignee the continued title to and possession of the Trademarks. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all right, title and interest in, to and under any Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

General Assignment Agreement. This Agreement is subject in all respects to the terms and conditions of the General Assignment and does not (a) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Assignee or Assignor; or (b) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignee or Assignor. In the event the terms of this Agreement conflict with the terms of the General Assignment, the terms of the General Assignment shall govern.

Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such state.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures exchanged by facsimile or other electronic means, will be fully binding on the parties, notwithstanding any decisional law to the contrary.

Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the General Assignment.

Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all of the parties.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be signed by its duly authorized officer as of the date first written above.

**ASSIGNOR**

**BETABRAND CORPORATION**

By: Christopher Lindland  
Name: Christopher Lindland  
Title: Chief Executive Officer

**ASSIGNEE**

**BTB (ABC), LLC**

By: James Gansman  
Name: James Gansman  
Title: President

**Schedule A**

***Trademarks***

# Schedule A to Trademark Assignment Agreement

## Trademarks

Serial Number	Registration Number	Word Mark	Goods & Services	Renewal
<u>87151177</u>	<u>5277959</u>	Betabrand	IC 025. US 022 039. G & S: Shoes; Boots; Shorts; Socks; Dresses; Tops and bottoms for children; Baseball caps and hats; Bow ties; Robes; Blazers; Blouses; Coats; Ponchos; Jumpsuits; Suits; Kimonos; leggings; Maternity pants; Rompers; Pajamas; Aprons; Skorts; undergarments.	Earliest date §8 can be filed: Aug. 29, 2022
<u>77962802</u>	<u>3975555</u>	Betabrand	IC 035. US 100 101 102. G & S: On-line retail store services featuring clothing, bags and accessories.	§8 & §15 filed 2016 §8 & §9 filed July 2021
<u>77962797</u>	<u>3975554</u>	Betabrand	IC 025. US 022 039. G & S: Hooded sweat shirts; Jackets; Jeans; Pants; Shirts; Skirts; Sweat shirts; Sweaters; T-shirts.	§8 & §15 filed 2016 §8 & §9 filed July 2021
<u>77962788</u>	<u>3975553</u>	Betabrand	IC 018. US 001 002 003 022 041. G & S: Messenger bags, reusable shopping bags, and shoulder bags made of fabric, canvas or nylon.	§8 & §15 filed 2016 §8 & §9 filed July 2021
<u>86618529</u>	<u>4833935</u>	Silicon Valley Fashion Week	IC 035. US 100 101 102. G & S: Fashion show exhibitions for commercial purposes; Organisation of fashion shows for commercial purposes; Organization of events, exhibitions, fairs and shows for commercial, promotional and advertising purposes; Organization of fashion shows for commercial purposes.	** This is still live but will be abandoned as we've chosen not to file maintenance documents on it