

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BTB (ABC), LLC		12/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Native Brands Group LLC		
Street Address:	1775 Flight Way, Suite 400		
City:	Tustin		
State/Country:	CALIFORNIA		
Postal Code:	92782		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5277959	BETABRAND	
Registration Number:	3975555	BETABRAND	
Registration Number:	3975554	BETABRAND	
Registration Number:	3975553	BETABRAND	
Registration Number:	4833935	SILICON VALLEY FASHION WEEK	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	070185-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/03/2021		
Total Attachments: 6			

OP \$140.00 5277959

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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 Native Brands Group LLC, a California limited liability company (“*Assignee*”) and BTB (ABC), LLC, a Delaware limited liability company (“*Assignor*”). Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “*Trademarks*”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the “*Asset Purchase Agreement*”), 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 Asset Purchase Agreement, 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, for good and valuable consideration, including the premises and covenants set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties 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.

No Assumption of Liabilities. Assignee does not assume, and shall not be obligated or liable for, any liabilities of Assignor or its members, affiliates, predecessors, assignors or transferors, in connection with the Trademarks and the transactions contemplated hereby.

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, 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 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.

Asset Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement 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 Asset Purchase Agreement, the terms of the Asset Purchase Agreement 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 Asset Purchase Agreement.

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, Seller and Buyer have caused this Agreement to be executed on the date first written above.

SELLER:

BTB (ABC), LLC, a Delaware limited liability company, as Assignee for the Benefit of Creditors of Betabrand Corporation

By: James Gansman

Name: James Gansman

Title: President

BUYER:

NATIVE BRANDS GROUP LLC, a California limited liability company

By: _____

Name: Geoffrey Van Haeren

Title: Manager

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed on the date first written above.

SELLER:

BTB (ABC), LLC, a Delaware limited liability company, as Assignee for the Benefit of Creditors of Betabrand Corporation

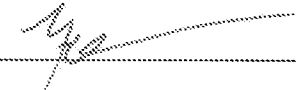
By: _____

Name: James Gansman

Title: President

BUYER:

NATIVE BRANDS GROUP LLC, a California limited liability company

By:  _____

Name: Geoffrey Van Haeren

Title: Manager

Schedule A

To Trademark Assignment Agreement

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