

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orchard Enterprises NY, Inc.		03/30/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	TOFG LLC		
Street Address:	1091 Boston Post Rd		
City:	Rye		
State/Country:	NEW YORK		
Postal Code:	10580-2910		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5595686	ECHOBOOM	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	913-647-9050		
Email:	cdw@hoveywilliams.com		
Correspondent Name:	Stephen J. Huggins/Hovey Williams LLP		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
NAME OF SUBMITTER:	Stephen J. Huggins		
SIGNATURE:	/Stephen J. Huggins/		
DATE SIGNED:	02/15/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of March 30, 2019 by and between Orchard Enterprises NY, Inc., a New York corporation ("Assignor"), and TOFG LLC, a Delaware limited liability company ("Assignee") (each of Assignor and Assignee, a "Party" and collectively, the "Parties"). Capitalized terms used but not defined in this Agreement shall have the respective meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Membership Interest Purchase Agreement, dated March 30, 2019 (the "Purchase Agreement"), Assignor has agreed to, subject to the terms and conditions of the Purchase Agreement, contribute, transfer, convey, assign and deliver to Assignee, all Trademarks that are Company Owned Intellectual Property, including those Trademarks identified in Schedule A attached herein (the "Assigned Trademarks"); and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably assigns and transfers to Assignee, and its lawful successors and assigns, Assignor's entire right, title and interest throughout the world in and to the Assigned Trademarks, including, without limitation, any and all registrations, applications, and/or common law rights for the Assigned Trademarks, together with all of the goodwill of Assignor and the Business symbolized by or associated with the Assigned Trademarks, and any and all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, with the right to bring actions and recover damages for any past, present or future infringement or other violation thereof.
2. **Recordation and Further Actions**. Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other similar government authority to record and register this Agreement and record Assignee as owner of the Assigned Trademarks. Assignor shall take such steps and actions, execute and deliver such further instruments and provide such cooperation and assistance to Assignee, as reasonably requested by Assignee or Buyer, to evidence or perfect this Agreement.
3. **Purchase Agreement**. Each Party agrees that governing law, venue and all legal proceedings concerning the construction, validity, enforcement and interpretation of this Agreement (whether brought against a party to this Agreement or its respective affiliates, directors, officers, stockholders, employees or agents) will be determined in accordance with and subject to Article X of the Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement, and is subject to the provisions contained in the Purchase Agreement. In the event of any ambiguity, conflict or

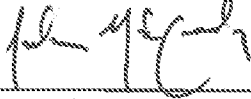
inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement, as applicable, will govern and control.

4. **Counterparts**. This Agreement may be executed in counterparts, each of which, including those received via facsimile transmission or email (including in PDF format), will be deemed an original, and all of which will constitute one and the same Agreement.

[Signature page follows]

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

ORCHARD ENTERPRISES NY, INC.

By: 
Name: Tucker McCrady
Title: General Counsel

TOFG LLC

By: Orchard Enterprises NY, Inc.,
its sole member

By: 
Name: Tucker McCrady
Title: General Counsel

Exhibit A

Mark	Reg. No.	Serial No.
ECHOBOM	5595686	87851546