

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galaxy Brands LLC		03/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Swisstech IP Co LLC		
Street Address:	410 Park Avenue, Suite 900		
Internal Address:	c/o SBGI Liquidating Trust		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5840824		
Serial Number:	87682462	SWISSTECH	
Serial Number:	88085173	SWISSTECH	
Serial Number:	90749832	SWISSTECH	
Registration Number:	5566061	SWISSTECH	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	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		
NAME OF SUBMITTER:	Theodore R. Remaklus		
SIGNATURE:	/theodore r remaklus/		
DATE SIGNED:	04/01/2022		

OP \$140.00 5840824

Total Attachments: 4

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EVIDENCE OF ASSIGNMENT

This Evidence of Assignment (the "Assignment") is effective as of March 3, 2021 by and between Galaxy Brands LLC, a Delaware limited liability company having an address of 440 Ninth Avenue, 6th Floor, New York, New York ("Assignor"), and Swisstech IP Co LLC, a Delaware limited liability company with an address of 410 Park Avenue, Suite 900, c/o SBGI Liquidating Trust, New York, NY 10022 ("Assignee").

WHEREAS, on August 31, 2021, Assignor and its affiliated debtors and debtors-in-possession (together, the "Debtors") filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on December 7, 2021, the Debtors filed their Joint Plan of Liquidation of Sequential Brands Group, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (as may be modified, supplemented and/or amended from time to time, the "Plan");

WHEREAS, on January 7, 2022, the Bankruptcy Court entered an order [D.I. 381] approving the Disclosure Statement for Joint Plan of Liquidation of Sequential Brands Group, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated December 7, 2021;

WHEREAS, on February 22, 2022, the Bankruptcy Court entered an order [D.I. 486] (the "Confirmation Order") confirming the Plan;

WHEREAS, among other things, the Plan provides for the creation of a post-confirmation liquidating trust to hold and administer all assets and properties encompassed by the Plan (including the interests in the Assignee, which will hold the Marks, as defined below) and distribute the proceeds therefrom to the Beneficiaries of the trust;

WHEREAS, Assignor was the owner of the marks set forth in Exhibit A hereof (hereinafter referred to as the "Marks") and was or may be the owner of certain copyrights used in connection with the Swisstech business; and

WHEREAS, in accordance with and by operation of the Plan, effective as of March 3, 2022, Assignor transferred to Assignee the rights Assignor has in and to said Marks and the goodwill associated with said Marks and the applications/registrations thereof; and

WHEREAS, Assignee acquired the entire right, title, and interest in and to all copyrights in the United States of America and all countries foreign to the United States of America.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that:

1. Assignor has sold, assigned, transferred and conveyed to Assignee, and Assignee has accepted, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the business connected and/or associate with the use thereof and symbolized thereby, and all rights, interests, claims and demands recoverable in law or equity, that Assignor had or may have had in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the Assignment had not been made.

2. Assignor has sold, assigned, transferred and conveyed to Assignee and Assignee has accepted, all right, title, and interest in, to, and under the said copyrights, and any renewals or extensions of such copyright registrations, and together with all rights to sue and recover for any past infringements of any of the copyrights, the same to be held and enjoyed by Assignee for its own use and behalf and for its successors and assigns to the end of the term or terms for which said copyrights may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if the Assignment had not been made.

3. Assignor hereby authorizes and requests the corresponding trademark offices whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Agreement.

4. Assignor hereby agrees to execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the transactions contemplated hereby, to vest in Assignee the beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first written above.

ASSIGNOR:

GALAXY BRANDS, LLC

Dated: Marc Rosenberg

By: 3/31/2022

Name: Marc D. Rosenberg

Its: Authorized Signatory of Drivetrain,
LLC as Liquidating Trustee acting on
behalf of Galaxy Brands, LLC

ASSIGNEE:

SWISSTECH IP CO LLC



Dated: 3/31/2022

By: Thomas J. Fitzgerald

Name: Tom Fitzgerald

Its: Authorized Signatory of Drivetrain,
LLC as Liquidating Trustee of SBGI
Liquidating Trust, sole member of
SWISSTECH IP CO LLC

EXHIBIT A

Country	Mark	App. No.	Reg. No.
Canada		1849187	TMA1028671
Canada		1933828	
Canada	SWISSTECH	1738054	TMA1028670
United States		87/978,497	5,840,824
United States	SWISSTECH	87/682,462	
United States	SWISSTECH	88/085,173	
United States	SWISSTECH	90/749,832	
United States	SWISSTECH	86/417,675	5,566,061