

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728346

<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>
TSL Group, Inc.		11/03/2021	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yardline Capital Corp.		
<b>Street Address:</b>	534 Hudson Street		
<b>Internal Address:</b>	Suite Ph3		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5255171	KIDS N' SUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	7186257201		
<b>Email:</b>	michael@drewpatricklaw.com		
<b>Correspondent Name:</b>	Michael McCormack		
<b>Address Line 1:</b>	45 Main Street		
<b>Address Line 2:</b>	Suite 1030		
<b>Address Line 4:</b>	Brooklyn, NEW YORK 11201		
<b>NAME OF SUBMITTER:</b>	Michael McCormack		
<b>SIGNATURE:</b>	/michael mccormack/		
<b>DATE SIGNED:</b>	05/17/2022		
<b>Total Attachments: 4</b>			
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source=TSL Group - Trademark Assignment (executed)#page2.tif			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and entered into as of November 3, 2021 (the "Effective Date"), by and between TSL Group, Inc., a Georgia Corporation ("Assignor"), and Yardline Capital Corp., a Delaware Corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale of Future Receipts Agreement, dated as of November 3, 2021 (the "Purchase Agreement"), pursuant to which, the Assignee has purchased certain future receipts of Assignor; and

WHEREAS, as a condition precedent to Assignee's obligations under the Purchase Agreement, Assignor has agreed to execute this Assignment with respect to all trademarks, trade names, logos, service marks, designs, emblems, signs, insignia, slogans and/or other similar designations, which, as of the Effective Date, are in use in commerce (or which Assignor has applied to register, on an intent-to-use basis) in connection with any of Assignor's product(s) and/or service(s), in any jurisdiction, worldwide (collectively, the "Covered Marks"), including, without limitation, the trademarks, trade names, logos, service marks, designs, emblems, signs, insignia, slogans and/or other similar designations, if any, set forth in Schedule 1 hereto.

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

1. Assignment of Covered Marks.

Upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor hereby irrevocably and perpetually assigns and transfers to Assignee, free and clear of all claims, liens and encumbrances, and Assignee hereby acquires and accepts, all right, title and interest in and to the following:

- (a) the Covered Marks, and any goodwill, rights of priority and common law protections associated therewith;
- (b) any applications and registrations for the Covered Marks; any reissues, re-examinations, substitutions and extensions of the Covered Marks; and all rights of any kind whatsoever of Assignor accruing under any of the foregoing, which are or may be provided by any applicable laws, rules or regulations of any jurisdiction, including, without limitation, by international treaties and conventions and otherwise, throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Covered Marks; and
- (d) any and all claims, credits and causes of action of Assignor with respect to any of the Covered Marks, whether due, payable, accrued or arising before or after the Effective Date, including in each case any rights to set-off, indemnity, warranty, reimbursement, refunds, recoupment, damages, specific performance or other equitable relief and all other rights of enforcement or recovery possessed by Assignor from or against any third parties, regardless of whether or not such rights are currently exercisable or such claims have been asserted.

2. Representations and Warranties.

Assignor represents and warrants that:

- (a) Assignor is the exclusive owner of all rights, title and interest in and to the Covered Marks being assigned hereunder; and
- (b) Assignor has the full right and authority to enter into this Assignment, and to grant all rights granted by Assignor hereunder.

3. Miscellaneous.

- (a) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) If any provision of this Assignment or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Assignment with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision.
- (c) This Assignment may not be amended except by an agreement in writing signed by each of the parties hereto; provided, however, that Schedule 1 to this Assignment shall be automatically updated to include any new or additional trademarks, trade names, logos, service marks, designs, emblems, signs, insignia, slogans and/or other similar designations of source or origin notified by Assignor to Assignee after the effective date of the Purchase Agreement.
- (d) This Assignment shall be governed by the laws of the State of New York, regardless of the law that might otherwise govern under applicable principles of conflicts of laws thereof. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach of this Agreement, shall, if Assignee so elects, be instituted in any court sitting in New York (the "Acceptable Forums"). Assignor agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Assignor waives any right to oppose any motion or application made by Assignee to transfer such proceeding to an Acceptable Forum. Assignor and Assignee further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions
- (e) The parties may execute this Assignment in one or more counterparts, and each fully executed counterpart shall be deemed an original.
- (f) In the event of any inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the date below and this Assignment shall be effective as of the Effective Date.

ASSIGNOR

ASSIGNEE

DocuSigned by:  
Byung Kang  
B7D82874EC434B6...  
By: \_\_\_\_\_  
Name: Byung Kang  
Title: President

DocuSigned by:  
Tomo Matsuo  
E3C8F219881C410...  
By: \_\_\_\_\_  
Name: Tomo Matsuo  
Title: President & COO

**SCHEDULE 1 TO TRADEMARK ASSIGNMENT**

**LIST OF DISCLOSED, COVERED MARKS**

JURISDICTION	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
US Federal	Kids N' Such	87261586	12/08/2016	5255171	08/01/2017