

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753757

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900706890

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GW Acquisition LLC		07/07/2022	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	G&W Kids, LLC
Street Address:	500 Seventh Avenue, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4819948	BROOKLYN BOYS
Registration Number:	6214003	BROOKLYN BOYS
Registration Number:	3924744	GIRLS RULE
Registration Number:	4512704	GIRLS RULE!
Registration Number:	4628311	GIRLS RULE!
Registration Number:	4969578	LITTLE LAD
Registration Number:	1330975	LITTLE LASS
Registration Number:	5484666	SATIN FLOWERS

CORRESPONDENCE DATA

Fax Number: 2123711084

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.

Phone: (212) 508-6739

Email: prutzman@thsh.com

Correspondent Name: L. Donald Prutzman

Address Line 1: 900 Third Avenue, Suite 1200

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 24950.0001

NAME OF SUBMITTER:	L. Donald Prutzman
SIGNATURE:	/LD Prutzman/
DATE SIGNED:	09/07/2022
Total Attachments: 8 source=Time Stamped Cover Sheet#page1.tif source=Time Stamped Cover Sheet#page2.tif source=Fully Executed IP Assignment#page1.tif source=Fully Executed IP Assignment#page2.tif source=Fully Executed IP Assignment#page3.tif source=Fully Executed IP Assignment#page4.tif source=Fully Executed IP Assignment#page5.tif source=Fully Executed IP Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated as of July 7, 2022 (the “Effective Date”), is by and between GW Acquisition LLC, a New York limited liability company (“Assignor”), and G&W Kids, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, effective as of May 24, 2022, (the “Purchase Agreement”) pursuant to which Assignor agreed to sell, convey, assign, transfer and deliver to Assignee at the Closing on the Closing Date, and Assignee agreed to purchase and take delivery from Assignor at the Closing on the Closing Date, the Transferred Assets; and

WHEREAS, Assignor and Assignee are entering into this Assignment to effectuate the assignment of the Intellectual Property Assets from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Capitalized terms that are used but not herein defined have the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby acquires from Assignor, free and clear of any Encumbrances, all of Assignor’s right, title and interest in and to the Intellectual Property Assets, including, but not limited to, those items set forth on Exhibit A attached hereto, together with all of the goodwill associated therewith, as well as all (i) rights to obtain registrations for the Intellectual Property Assets throughout the world in Assignee’s name, (ii) income, royalties and proceeds arising out of the exploitation of the Intellectual Property Assets and (iii) rights to bring actions, whether at law or in equity, and to recover damages, lost profits and secure injunctive relief and all other available remedies in Assignee’s name for all past, present and future infringements and other misuses of the Intellectual Property Assets.

3. Further Assurances. From and after the Effective Date, Assignor hereby agrees that it will, at no expense to Assignee, execute and deliver such additional documents, conveyances and assurances and take all such further actions as may be reasonably requested by Assignee to effectuate this Assignment and otherwise enable Assignee to enjoy the benefits contemplated by this Assignment, including, without limitation, executing all additional documents and taking all further actions required by the registrars of the domain names set forth on Exhibit A to effectuate this Assignment.

4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules of such state.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

**GW ACQUISITION LLC,
a New York limited liability company**

By: 
Name: Albert Match
Title: Authorized Signatory

ASSIGNEE:

**G&W KIDS, LLC,
a Delaware limited liability company**

By: _____
Name: Bruce Fischer
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

GW ACQUISITION LLC,
a New York limited liability company

By: _____
Name: Albert Maleh
Title: Authorized Signatory

ASSIGNEE:

G&W KIDS, LLC,
a Delaware limited liability company

By:  _____
Name: Bruce Fischer
Title: Chief Executive Officer

Exhibit A

Registered Trademarks:

	Country of Registration	Trademark Name	Trademark Status	App Number	File Date	Reg Number	Reg Date	Next Renewal Date	Class
1.	Bangladesh	Little Lad	Registered	H/BD/01/233892	4/21/2019	233892	6/14/2021	4/21/2026	25
2.	Bangladesh	Little Lass	Registered	H/BD/01/233893	4/21/2019	233893	6/20/2021	4/21/2026	25
3.	Canada	Boys Rock	Registered	1770846	3/4/2016	TMA993,402	3/28/2018	3/28/2033	25
4.	Canada	Girls Rule	Registered	1492967	8/19/2010	TMA857,648	8/14/2013	8/14/2028	N/A
5.	Canada	Little Lass	Registered	1538599	8/5/2011	846,183	3/14/2015	3/14/2028	N/A
	China								
6.	People's Republic	Little Lass	Registered	37972694	5/6/2019	37972694	12/28/2020	12/27/2030	25
7.	Mexico	Little Lad	Registered	2175917	3/5/2019	2002749	5/22/2019	8/22/2022	25
8.	Mexico	Little Lass	Registered	2175915	3/5/2019	2002748	5/22/2019	8/22/2022	25
9.	United States of America	Brooklyn Boys	Registered	86094,367	10/17/2013	4,819,948	9/22/2015	9/22/2025	25
10.	United States of America	Brooklyn Boys	Registered	88391,375	4/18/2019	6,214,003	12/8/2020	12/8/2026	25
11.	United States of America	Girls Rule	Registered	77940,287	2/19/2010	3,924,744	3/1/2011	3/1/2031	25
12.	United States of America	Girls Rule!	Registered	85980,496	4/14/2010	4,512,704	4/8/2014	4/8/2024	25
13.	United States of America	Girls Rule!	Registered	86220,270	3/13/2014	4,628,311	10/28/2014	10/28/2024	18, 26
14.	United States of America	Little Lad	Registered	86412,983	10/2/2014	4,969,578	5/31/2016	5/31/2022	25
15.	United States of America	Little Lass	Registered	73470,228	3/15/1984	1,330,975	4/16/1985	4/16/2025	25
16.	United States of America	Safin Flowers	Registered	87628,078	9/29/2017	5,484,666	6/5/2018	6/5/2024	25

Internet Domains:

	Domain	Registrant	Registration Date	Registry Expiration Date	Registrar
1.	Cwkids.com	GW Industries	1/25/2007	1/25/2024	GoDaddy.com, LLC
2.	Littlelass.com	GW Industries	8/12/2004	8/12/2022	GoDaddy.com, LLC