

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joseph Goodwin		06/28/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	ASG Brands LLC		
Street Address:	9 Bleecker St		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5222084	OVERTHROW	
Registration Number:	5323962	OVERTHROW NEW YORK	
Registration Number:	5404397	OVERTHROW NEW YORK	
Registration Number:	5697807	OVERTHROW NEW YORK	
Registration Number:	5217470	OVERTHROW NEW YORK BOXING CLUB	
Registration Number:	5823011	OVERTHROW NYC	
Serial Number:	97349710	OVERTHROW	
Serial Number:	97361065	OVERTHROW	
Serial Number:	97455371	OVERTHROW	
Serial Number:	97456938	OVERTHROW	
Serial Number:	97457041	OVERTHROW BOXING CLUB	
CORRESPONDENCE DATA			
Fax Number:			
<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:	joeygoodwin@overthrownyc.com		
Correspondent Name:	Joseph Goodwin		
Address Line 1:	245 Osceola Way		
Address Line 4:	Palm Beach, FLORIDA 33480		

OP \$290.00 5222084

NAME OF SUBMITTER:	Joseph Goodwin
SIGNATURE:	/Joseph Goodwin/
DATE SIGNED:	08/02/2022
Total Attachments: 2 source=20220628_Assignment#page1.tif source=20220628_Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and dated as of June 28, 2022 (the "Effective Date"), by Joseph Goodwin, an individual with an address at 245 Osceola Way, Palm Beach, Florida 33480 ("Assignor") and ASG Brands LLC, a Delaware limited liability company with an address at 9 Bleecker Street, New York New York 10012 ("Assignee").

WHEREAS, Assignee desires to acquire from Assignor and Assignor agrees to transfer and assign to Assignee, all of Assignor's right, title and interest in and to the marks identified and set forth in Exhibit A (including any and all common law rights) and the registrations and applications for registration relating thereto (the foregoing collectively referred to herein as the "Trademarks") together with the goodwill of the business connected with the use of and symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, covenant and agree as follows.

1. Assignment. Assignor hereby transfers and assigns to Assignee and Assignee hereby accepts the transfer and assignment of (i) all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns and (ii) all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademarks, including the right to bring an action for past, present and future infringement, dilution, unfair competition, or other misappropriation or misuse, and all rights to recover damages, profits, attorneys' fees, and injunctive relief for infringement, dilution, unfair competition, or other misappropriation or misuse.

2. Further Actions. Each of Assignee and Assignor agrees to (i) cooperate fully with the other party, (ii) execute such further instruments, documents and agreements, and (iii) give such further written assurances as may be reasonably requested by Assignee or Assignor, as the case may be, to evidence and reflect the assignment described herein.

3. Miscellaneous. This agreement shall be construed and enforced in accordance with the laws of the State of New York regardless of the choice of law provisions of that state or any other jurisdiction. This Assignment may be executed in several counterparts and all counterparts so executed by all the parties hereto and affixed to this Assignment will constitute a valid and binding agreement, even though all the parties have not signed the same counterpart.

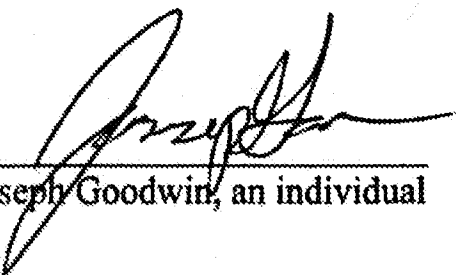
IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

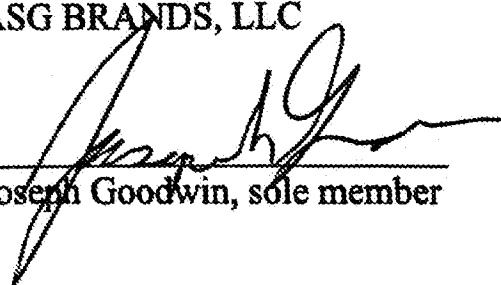
ASG BRANDS, LLC

By :



Joseph Goodwin, an individual

By :



Joseph Goodwin, sole member

Exhibit A

<u>Mark</u>	<u>Reg. or Ser. No.</u>
OVERTHROW	US Reg No. 5222084
OVERTHROW	US Ser No. 97349710
OVERTHROW	US Ser No. 97361065
OVERTHROW	US Ser No. 97455371
OVERTHROW	US Ser No. 97456938
OVERTHROW BOXING CLUB	US Ser No. 97457041
OVERTHROW NEW YORK	US Reg No. 5323962
OVERTHROW NEW YORK	US Reg No. 5404397
OVERTHROW NEW YORK	US Reg No. 5697807
OVERTHROW NEW YORK BOXING CLUB	US Reg No. 5217470
OVERTHROW NYC	US Reg No. 5823011
WHAT ARE YOU FIGHTING FOR	-none-
WHAT ARE YOU FIGHTING FOR?	-none-