

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richer Poorer LLC		12/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tiger Capital Group, LLC		
Street Address:	60 State Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5469460	RICHER POORER	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	2163485400		
Email:	ipmailbox@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLC		
Address Line 1:	600 Superior Avenue East		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	50476-00036		
NAME OF SUBMITTER:	Maria Ruggiero		
SIGNATURE:	/Maria Ruggiero/		
DATE SIGNED:	05/09/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated effective as of December 9, 2022 (this "Assignment"), is made by RICHER POORER LLC, a Delaware limited liability company with an address of 31531 Rancho Viejo Road, Suite #101, San Juan Capistrano, CA 92675 ("Assignor") in favor of TIGER CAPITAL GROUP, LLC, a ~~Delaware~~ Massachusetts limited liability company with an address of 60 State Street, 11th Floor, Boston, MA 02109 ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks listed on Schedule A attached hereto (collectively, the "Marks"); and

WHEREAS, Assignor and Assembled Brands Capital Funding LLC ("Lender") are parties to that certain Credit Agreement, dated as of October 15, 2019 (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Credit Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets including the Marks and the goodwill associated therewith to secure the performance of its obligations under the Credit Agreement and the other Loan Documents; and

WHEREAS, one or more Events of Default have occurred under the Credit Agreement and the Lender has the right to exercise its rights and remedies under the Credit Agreement and the other Loan Documents including the right to conduct a secured party public sale (the "Secured Party Public Sale") of the Collateral which includes the Marks, pursuant to Article 9 of the UCC; and

WHEREAS, Lender conducted the Secured Party Public Sale pursuant to Article 9 of the UCC and Assignee's bid in the form of the 'Asset Purchase Agreement' between Assignee and Lender (the "APA") was the highest and best at the conclusion of the Secured Party Public Sale; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademarks to the Assignee in accordance with the exercise of Lender's rights and remedies under the Credit Agreement, and pursuant to the Secured Party Public Sale and the UCC.

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

1. Assignment of Trademarks. Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in in and to the Marks, whether statutory or at common law, including, without limitation, any extensions and renewals thereof, together with any and all goodwill associated therewith, or otherwise resulting from, such Marks, with the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, including the right to sue for and receive all

damages accruing from past infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made. The foregoing assignment is made subject to the terms of the Asset Purchase Agreement and the 'Secured Party Bill of Sale' given in connection therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Trademark Assignment or any other instrument in such public offices and with such governmental authorities, including, without limitation, the United States Patent and Trademark Office and any trademark office or intellectual property office in respect of any jurisdiction or any country, in each case as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

3. Counterparts. This Assignment may be executed in counterparts and by pdf or other electronic signature format.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed effective as of the date set forth above.

ASSIGNOR:

RICHER POORER LLC

By: 
Name: Iva Pawling
Title: Chief Executive Officer

ACCEPTANCE:


The undersigned Assignee accepts this Assignment subject to the terms of the Asset Purchase Agreement and the 'Secured Party Bill of Sale' given in connection therewith:

TIGER CAPITAL GROUP, LLC

By: 
Name: Mark Naughton
Title: Senior General Counsel

[SIGNATURE PAGE -- TRADEMARK ASSIGNMENT]

SCHEDULE A

Mark	Owner of Mark	Registration no.	Registration Date
RICHER POORER	Richer Poorer LLC	5469460	May 15, 2018
RICHER POORER INC.	Richer Poorer LLC	4229779	October 23, 2012
	Richer Poorer LLC	4945070	April 26, 2016

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