

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830975

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900786451		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simple Shoes LLC		06/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BBC International LLC		
Street Address:	1515 North Federal Highway		
Internal Address:	Suite 206		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33432		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87288856	SIMPLE	
Serial Number:	75438167	SIMPLE	
Serial Number:	77487546		
CORRESPONDENCE DATA			
Fax Number:	6175076127		
<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:	5616762547		
Email:	tmg@gtclawgroup.com		
Correspondent Name:	Brian M. Taillon		
Address Line 1:	One University Ave., Ste 302B		
Address Line 4:	Westwood, MASSACHUSETTS 02090		
ATTORNEY DOCKET NUMBER:	SIMS - GENERAL		
NAME OF SUBMITTER:	Brian M. Taillon		
SIGNATURE:	/Brian M. Taillon/		
DATE SIGNED:	08/10/2023		

Total Attachments: 7

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Exhibit 2.4

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 29th day of June, 2023 (the "Effective Date") by and between Simple Shoes LLC, a Delaware limited liability company, ("Assignor"), and BBC International LLC, a Florida limited liability company ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Asset Purchase Agreement;

WHEREAS, in connection with the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee, among other things, all right, title and interest of Assignor in and to the Trademarks set forth on Attachment I hereto (together with all goodwill associated therewith and symbolized thereby in each case) (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned Trademarks, and Assignor wishes to assign such right, title and interest in and to such Assigned Trademarks to Assignee.

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

- (a) Transfer of Assigned Trademarks. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor's right, title and interest in and to the Assigned Trademarks and all goodwill associated therewith; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned Trademarks and (ii) sublicensable or assignable; (c) all royalties, fees, income, payments, and other proceeds due from and after the Closing Date or payable to the Assignor with respect to any of the foregoing; (d) other rights accruing under the Assigned Trademarks or pertaining thereto Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, all claims, causes of action and enforcement rights with respect to the Assigned Trademarks, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Trademarks; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing as of the date hereof or hereafter.
- (b) Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors, and assigns.
- (c) Recordation. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other Government authority to record and register this Assignment upon request by Assignee.

- (d) Entire Agreement. This Assignment, and the Asset Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance, and delivery of the Assigned Trademarks from Assignor to Assignee, and supersedes all prior agreements, understandings, or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Asset Purchase Agreement.
- (e) Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- (f) Governing Law and Venue. This Assignment shall be interpreted, construed, governed, and enforced in all respects in accordance with the laws of the State of Florida of the United States of America, without giving effect to its conflicts of laws provisions. Neither Party shall commence or prosecute any action, suit, or claim arising under or by reason of this Assignment other than in the state or federal courts located in, the state of Florida. The Parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.
- (g) Counterparts. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument and exchanged by facsimile or e-mail, which will constitute an original and be legally binding on the Parties when one or more counterparts have been signed by each of the parties and delivered to the other party.
- (h) Asset Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement or any liability or obligation of Assignor or Assignee arising under the Asset Purchase Agreement, which shall govern the representations, warranties, and obligations of the Parties with respect to the Assigned Trademarks. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

ASSIGNOR:
SIMPLE SHOES LLC

By: 
Name: Jeff Hurley
Title: CEO

ASSIGNEE:
BBC INTERNATIONAL LLC

By: *Josue Solano*
Name: Josue Solano
Title: Chief Executive Officer

Attachment 1
ASSIGNED TRADEMARKS

MARK	COUNTRY	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE
SIMPLE	Benelux	800319	07/13/1993	535387	04/01/1994
SIMPLE	Canada	1406208	08/05/2008	TMA753856	11/24/2009
SIMPLE	Canada	0728428	05/07/1993	TMA446938	09/01/1995
SIMPLE	Ireland		01/27/1998	207351	01/27/1998
SIMPLE	Italy	MI93C005182	07/14/1993	302013902173395	04/12/1996
SIMPLE	Japan	8136945	12/04/1996	4691186	07/11/2003
SIMPLE	South Africa	9506463	05/22/1995	9506463	04/12/1999
SIMPLE	South Africa	9506462	05/22/1995	9506462	04/12/1999
SIMPLE	Spain	1773405	07/21/1993	1773405	12/05/1995
SIMPLE	Switzerland	9054/1993	07/14/1993	2P415106	07/14/1993
SIMPLE	Taiwan	82028918	06/17/1992	636859	03/16/1994
SIMPLE	USA	87288856	01/04/2017	5612533	11/20/2018
SIMPLE	USA	75438167	02/23/1998	2344447	04/25/2000
SIMPLE & Design	China	6884073	08/06/2008	6884073	01/20/2011



SIMPLE & Design

China

6884074

08/06/2008

6884074

02/21/2014



SIMPLE A NICE LITTLE
SHOE COMPANY & Design

Australia

887349

04/21/2006

887349

05/31/2007



SIMPLE A NICE LITTLE
SHOE COMPANY & Design

Brazil

828482500

05/31/2006

828482500

06/03/2008



SIMPLE A NICE LITTLE
SHOE COMPANY & Design

Chile

1200616

10/24/2005

1209290

04/21/2006



SIMPLE A NICE LITTLE
SHOE COMPANY & Design

China

887349

04/21/2006

887349

10/25/2021



SIMPLE A NICE LITTLE
SHOE COMPANY & Design

European Union

018050752

04/11/2019

018050752

08/27/2019



SIMPLE A NICE LITTLE
SHOE COMPANY & Design

Intl Bureau
(WIPO)

887349

04/21/2006

887349

04/21/2006



SIMPLE A NICE LITTLE
SHOE COMPANY & Design

United Kingdom

UK00918050752

04/11/2019

UK00918050752

08/27/2019



Simple License Plate
Design

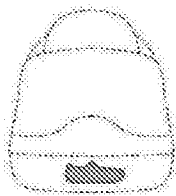
USA

77487546

05/30/2008

3665696

08/11/2009



SIMPLE SHOES FOR A
HAPPY PLANET & Design

Australia

971405

07/17/2008

971405

05/14/2009



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Iceland

29792008

07/17/2008

971405

07/17/2008



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Intl. Bureau
(WIPO)

971405

07/17/2008

971405

07/17/2008



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SIMPLE SHOES FOR A
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Norway

971405

07/17/2008

971405

04/09/2009



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S. Korea

971405

07/17/2008

971405

08/06/2009



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SIMPLE SHOES FOR A
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Russian

971405

07/17/2008

971405

05/09/2013



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Singapore

971405

07/17/2008

971405

07/09/2009



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Vietnam

971405

07/17/2008

971405

07/17/2008



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SIMPLE with Girl Icon

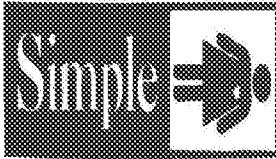
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06/20/2001



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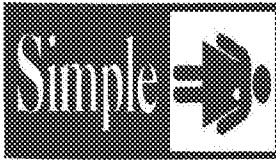
S. Korea

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05/24/2000

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06/13/2001



SIMPLEGIRL

Indonesia

R002011006013

06/01/2011

IDM000331685

11/02/2011