

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841109

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AmeriMark Interactive, LLC		06/16/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASC Brands, LLC		
<b>Street Address:</b>	200 Tri State International		
<b>City:</b>	Lincolnshire		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60069		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6582617	CREDITXPRESS	
<b>Registration Number:</b>	5913747	LTD COMMODITIES	
<b>Registration Number:</b>	5908008	LTD	
<b>Registration Number:</b>	4687749	THE LAKESIDE COLLECTION	
<b>Registration Number:</b>	4412011	LAKESIDE	
<b>Registration Number:</b>	4332730	LIVE * LOVE * BABY	
<b>Registration Number:</b>	4272975	LAKESIDE	
<b>Registration Number:</b>	4144102	LTD COMMODITIES	
<b>Registration Number:</b>	3259080	LTD COMMODITIES LLC	
<b>Registration Number:</b>	3511499	LTD	
<b>Registration Number:</b>	2887254	ABC DISTRIBUTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125547700		
<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>	212-554-7800		
<b>Email:</b>	trademarks@mosessinger.com		
<b>Correspondent Name:</b>	Moses Singer LLP		
<b>Address Line 1:</b>	405 Lexington Avenue		

CH \$290.00 6582617

**Address Line 2:** The Chrysler Building  
**Address Line 4:** New York, NEW YORK 10174

**NAME OF SUBMITTER:** Deborah L. Shapiro

**SIGNATURE:** /Deborah L. Shapiro/

**DATE SIGNED:** 09/21/2023

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this “Assignment”) is made and entered into June 16, 2023 the “Effective Date”) by and among AmeriMark Interactive, LLC, a Delaware limited liability company (“AI LLC”), each of the Seller Subsidiaries (together with AI LLC, the “Assignors”), and ASC Brands, LLC, a Delaware limited liability company (together with its successors and assigns, “ASC Brands”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Amended and Restated Asset Purchase Agreement, dated as of June 15, 2023 (the “A&R Asset Purchase Agreement”), by and among Assignors and SLR-AMI Acquisition SPV, LLC (“SLR-AMI”), a Delaware limited liability company.

WHEREAS, the Assignors and SLR-AMI have entered into the A&R Asset Purchase Agreement, pursuant to which the Assignors have agreed to sell to SLR-AMI or its designee all Intellectual Property included in the Non-Litigation LTD Purchased Assets, including, without limitation, the Intellectual Property listed on Schedule A (collectively, the “Assigned Intellectual Property”);

WHEREAS, SLR-AMI has identified ASC Brands as SLR-AMI’s designee with respect to the purchase of the Non-Litigation LTD Purchased Assets under the A&R Asset Purchase Agreement; and

WHEREAS, the Assignors desire to deliver to ASC Brands such instruments of sale, transfer, assignment, conveyance and delivery as are required to vest in ASC Brands all of each of the Assignors’ entire right, title and interest in, to and under the Assigned Intellectual Property.

WHEREAS, the Assignors desire to deliver to ASC Brands such instruments of sale, transfer, assignment, conveyance and delivery as are required to vest in ASC Brands all of each of the Assignors’ right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and pursuant to the A&R Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to ASC Brands and its successors and assigns, and ASC Brands hereby accepts from each Assignor, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities), all of each Assignor’s right, title and interest in, to and under the Assigned Intellectual Property, together with any and all goodwill connected with or symbolized by the Assigned Intellectual Property, the same to be held and enjoyed by ASC Brands for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by each Assignor if this assignment and sale had not been made, as assignee of its respective entire worldwide right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover

for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.

2. Assignor's Waiver. Each Assignor and ASC Brands acknowledge and agree that as of the Effective Date all Assigned Intellectual Property is owned by ASC Brands to the maximum extent permitted by Law. If any Assignor has any rights in or to any Assigned Intellectual Property that cannot, under applicable Law, be assigned to ASC Brands or owned by ASC Brands, each Assignor hereby unconditionally and irrevocably waives the enforcement of such rights and all claims and causes of action of any kind against ASC Brands and their designees and successors and assigns with respect to such rights.

3. Further Assurances. After the Effective Date, each Assignor shall, upon the reasonable request of ASC Brands, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the A&R Asset Purchase Agreement and this Assignment. Each Assignor and ASC Brands hereby authorize and request the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record ASC Brands as assignee and owner of the entire worldwide right, title and interest in, to and under the Assigned Intellectual Property.

4. Domain Names. Each Assignor will effect the transfer of all domain names included in the Assigned Intellectual Property (the "Domain Names") to ASC Brands, including to: (a) promptly after the Effective Date, initiate transfer of control of the Domain Names from each Assignor's account at their respective domain name registrars to ASC Brands' account (as designated by ASC Brands), and (b) promptly execute and deliver any necessary documents to ASC Brands, the registrars for the Domain Names, and any other party as reasonably requested by ASC Brands and any of its successors and assigns.

5. Successors and Assigns. This Assignment shall be binding upon each Assignor and ASC Brands, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the Effective Date.

6. No Third Party Beneficiaries. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of the parties hereto, and their respective successors and permitted assigns.

7. Severability. The provisions of this Assignment shall be deemed severable, and the invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provisions of this Assignment. If any provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Assignment and the application of such provision to other Persons or

circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8. Modification and Waiver. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the parties against whom the waiver is to be effective.

9. Interpretation. This Assignment is subject in all respects to the terms and conditions of the A&R Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede or modify any of the representations, warranties, covenants or other agreements contained in the A&R Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to, the limitations set forth in the A&R Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the A&R Asset Purchase Agreement, the provisions of the A&R Asset Purchase Agreement shall govern and control.

10. Governing Law. This Assignment shall in all aspects be governed by, and construed in accordance with, the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such Laws. The parties hereto agree that any cause of action one party commences against any other party pursuant to this Assignment shall be brought exclusively in the Bankruptcy Court and each of the parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum; provided that if the Bankruptcy Court is unwilling or unable to hear any such cause of action, then the courts of the State of Delaware, sitting in New Castle County, Delaware, and the federal courts of the United States of America sitting in New Castle County, Delaware, shall have exclusive jurisdiction over such cause of action.

11. Counterparts. This Assignment may be executed with counterpart signature pages or in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart signature page or counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.

**ASSIGNORS:**

**AMERIMARK INTERACTIVE, LLC**

By: Michael Nelson  
Name: Michael Nelson  
Title: CFO

**AMERIMARK INTERMEDIATE SUB,  
INC.**

By: Michael Nelson  
Name: Michael Nelson  
Title: CFO

**L.T.D. COMMODITIES LLC**

By: Michael Nelson  
Name: Michael Nelson  
Title: CFO

**AMDRL HOLDINGS, INC.**

By: Michael Nelson  
Name: Michael Nelson  
Title: CFO

**AMERIMARK INTERMEDIATE  
HOLDINGS, LLC**

By: Michael Nelson  
Name: Michael Nelson  
Title: CFO

**AMERIMARK DIRECT, LLC**

By: Michael Nelson  
Name: Michael Nelson  
Title: CFO

**DR. LEONARD'S HEALTHCARE, LLC**

By: Michael Nelson  
Name: Michael Nelson  
Title: CFO

**ASC Brands:**

**ASC BRANDS, LLC**



By: \_\_\_\_\_

Name: Howard Herman

Title: Secretary

*[Signature Page to IP Assignment Agreement]*

**TRADEMARK**  
**REEL: 008206 FRAME: 0671**

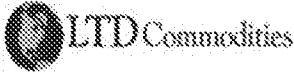
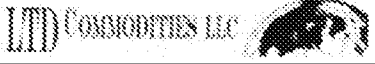
**SCHEDULE A**  
**INTELLECTUAL PROPERTY**

See attached.



**Intellectual Property  
LTD Purchased Assets**

*Trademarks*

No.	Mark Name	Jurisdiction	Owner	Reg. Date (Appl. Date)	Reg. No. (Appl. No.)
1.	CREDITXPRESS	USA	LTD Commodities LLC	12/7/2021	6582617
2.	LTD COMMODITIES	USA	LTD Commodities LLC	11/19/2019	5913747
3.	LTD	USA	LTD Commodities LLC	11/12/2019	5908008
4.	THE LAKESIDE COLLECTION	USA	L.T.D. Commodities LLC	2/17/2015	4687749
5.	LAKESIDE	USA	L.T.D. Commodities LLC	10/1/2013	4412011
6.	LIVE * LOVE * BABY <sup>1</sup>	USA	L.T.D. Commodities LLC	5/7/2013	4332730
7.	LAKESIDE	USA	L.T.D. Commodities LLC	1/8/2013	4272975
8.	LTD COMMODITIES & Design 	USA	L.T.D. Commodities LLC	5/15/2012	4144102
9.	LTD COMMODITIES LLC & Design 	USA	L.T.D. Commodities LLC	7/3/2007	3259080
10.	LTD	USA	L.T.D. Commodities LLC	10/7/2008	3511499
11.	ABC DISTRIBUTING	USA	L.T.D. Commodities LLC	9/21/2004	2887254

<sup>1</sup> The company chose not to maintain this TM (4332730) at renewal time but it is still within the grace period until 11/71/23.