

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI16782

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900833231

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bandier ABC, a Series LLC		12/26/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Company Name:</b>	BC Brands, LLC
<b>Street Address:</b>	38 E. 29th Street, Floor 5
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Serial Number:</b>	97327141	ALL ACCESS
<b>Registration Number:</b>	5671282	ALL ACCESS
<b>Registration Number:</b>	5985284	ALL ACCESS
<b>Registration Number:</b>	5649553	B NDIER
<b>Registration Number:</b>	5649554	B NDIER
<b>Registration Number:</b>	4945562	B NDIER
<b>Registration Number:</b>	5293730	FASHION FITNESS MUSIC
<b>Registration Number:</b>	6840090	LE ORE

## CORRESPONDENCE DATA

Fax Number:

*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: 3025716749

Email: dmcole@ycst.com

Correspondent Name: Mr. Daniel M. Cole, Esq.

Address Line 1: 1000 North King Street, Rodney Square

Address Line 2: Young Conaway Stargatt &amp; Taylor, LLP

Address Line 4: Wilmington, DELAWARE 19801

<b>NAME OF SUBMITTER:</b>	Daniel Cole
<b>SIGNATURE:</b>	Daniel Cole
<b>DATE SIGNED:</b>	02/09/2024
<b>Total Attachments: 9</b> source=Bandier ABC to BC Brands - Trademark Assignment Agreement#page1.tif source=Bandier ABC to BC Brands - Trademark Assignment Agreement#page2.tif source=Bandier ABC to BC Brands - Trademark Assignment Agreement#page3.tif source=Bandier ABC to BC Brands - Trademark Assignment Agreement#page4.tif source=Bandier - Bill of Sale#page1.tif source=Bandier - Bill of Sale#page2.tif source=Bandier - Bill of Sale#page3.tif source=Bandier - Bill of Sale#page4.tif source=Bandier - Bill of Sale#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is executed this 2nd day of February, 2024, and made effective as of December 26, 2023, by and between Bandier ABC, a Series LLC, a protected series of DSI ABCs, LLC, a Delaware limited liability company (“Assignor”), and BC Brands, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Bill of Sale (as hereinafter defined).

WHEREAS, Assignor and Assignee have executed and delivered a Bill of Sale, dated as of December 26, 2023 (the “Bill of Sale”), pursuant to that certain Asset Purchase Agreement, dated as of December 26, 2023 (the “Asset Purchase Agreement”), and pursuant to which the Assignee has purchased the Transferred Assets of Assignor, including Intellectual Property Assets and associated goodwill, which includes the United States registered trademarks and pending applications, if any, listed on Schedule A hereto (the “Transferred Marks”) and the goodwill associated therewith.

NOW, THEREFORE, for the consideration set forth in the Bill of Sale and the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. On the terms and subject to the conditions set forth in the Bill of Sale and the Asset Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, all right, title, and interest of Assignor in and to the Transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States, now or hereafter in effect, for 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, together with all income, royalties, or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors or assigns, and any other rights, privileges, claims, and causes of action relating or pertaining to the Transferred Marks.

2. Further Assurances. Assignor shall comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the effective date hereof, if applicable.

3. Bill of Sale and Asset Purchase Agreement. Notwithstanding anything to the contrary in this Agreement, nothing contained herein shall supersede, amend, modify, waive, or affect the provisions, including the representations, warranties, covenants, agreements, or any of the rights and obligations of Assignor and Assignee, set forth in the Bill of Sale and the Asset Purchase Agreement. This Agreement is subject to, and governed entirely in accordance with, the terms of the Bill of Sale and the Asset Purchase Agreement.

4. No Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

6. Governing Law.

(a) This Agreement will 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 laws provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(b).

Signature Page Follows

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

ASSIGNEE:

BC Brands, LLC

By: Kate M. Nadolny  
Name: Kate M. Nadolny  
Title: Chief Executive Officer

ASSIGNOR:

Bandier ABC, a Series LLC

By: Steven L. Victor  
Name: Steven L. Victor  
Title: Executive Manager

Schedule A

## Trademarks

Mark	Status	Application Number	Filing Date	Registration Number	Registration Date
ALL ACCESS	Pending	97327414	03/23/2022	-	-
ALL ACCESS	Registered	87684197	11/14/2020	5671282	02/05/2019
ALL ACCESS	Registered	87982462	11/14/2017	5985284	02/11/2020
BANDIER stylized	Registered	86735407	08/24/2015	5649553	01/08/2019
BANDIER stylized	Registered	86735449	08/24/2015	5649554	01/08/2019
BANDIER stylized	Registered	86736622	02/09/2016	4945562	04/26/2016
FASHION FITNESS MUSIC	Registered	86736678	03/01/2016	5293730	09/26/2017
LE ORE	Registered	90075961	07/27/2020	6840090	07/27/2020

## **EXHIBIT A**

### **Form of Bill of Sale**

#### **BILL OF SALE**

This Bill of Sale (this "Bill of Sale"), is executed and delivered as of December 26, 2023, by Bandier ABC, a Delaware series limited liability company (the "Seller"), to BC Brands, LLC (the "Purchaser").

WHEREAS, on the terms and subject to the conditions of the Asset Purchase Agreement, dated as December 26, 2023, by and between Seller and Purchaser (as modified, amended, or supplemented, the "Asset Purchase Agreement"), Seller agreed to sell, convey, transfer, assign, and deliver to Purchaser the assets described in the Asset Purchase Agreement (the "Transferred Assets").

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Section 1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

Section 2. Transfer of Transferred Assets. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, and delivers to Purchaser, and Purchaser's successors and assigns, all of the right, title, and interest of Seller in and to the Transferred Assets owned by Seller.

Section 3. Satisfaction of the Term Loan. Upon Closing, the outstanding balance of that certain Loan and Security Agreement dated May 4, 2022 between ReStore Capital (BDR) LLC as lender and agent and the lenders party thereto as lenders, Bandier Holdings, LLC, as borrower, and the guarantors party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) is deemed repaid and satisfied up to the amount of the Purchase Price.

Section 4. Further Assurances. If Purchaser shall consider or be advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm ownership (of record or otherwise) in Purchaser (or Purchaser's designee), Purchaser's right, title, or interest in, to, or under any or all of the Transferred Assets transferred and conveyed by Seller hereunder, Seller shall execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, and assurances and take and do all such other actions and things as may be reasonably requested by Purchaser (or Purchaser's designee) in order to vest, perfect, or confirm any and all right, title, and interest in, to, and under such rights, properties, or assets in Purchaser, in each case at Purchaser's cost and expense.

Section 5. Binding on Successors; No Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and the successors in interest

Exhibit A

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**TRADEMARK**  
**REEL: 008338 FRAME: 0849**

and permitted assigns of such parties. This Bill of Sale is not intended to confer any rights or remedies upon any Person other than the parties hereto.

Section 6. Copies of Originals. Copies of this Bill of Sale transmitted by telecopy or other electronic transmission service shall be considered original executed documents.

Section 7. Governing Law. THIS BILL OF SALE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO RULES GOVERNING THE CONFLICT OF LAWS.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned hereby execute this Bill of Sale as of the day and year first above written.

**BANDIER ABC, a Delaware series limited liability company**

By: Steven L. Victor

Name: Steven L. Victor

Its: Executive Manager

Exhibit A

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**TRADEMARK**  
**REEL: 008338 FRAME: 0851**

**Schedule 1.1**

Interests in each of Bandier Madison LLC, Bandier Texas LLC, Bandier West Hollywood LLC, and Bandier Flatiron LLC

Inventory at each of the Locations and Bandier's distribution center, and any deposits connected thereto, whether already on hand or in transit

All FFE at the Locations

All intellectual property, including but not limited to all trademarks, copyrights, patents, internet properties, brand collateral, and customer and vendor data

All administrative records or files regarding the Leases and the Locations

All accounts receivable as of the Closing date

**Schedule 3.2**

Pro rated rent for each of the Locations, for the date of closing through the end of the month of December 2023

Pro rated monthly/quarterly/annual cost for software licensed to Bandier

Schedule 3.2