

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Old Time Sports, Inc.		09/26/2014	CORPORATION: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	Old Time Sports, LLC
<b>Street Address:</b>	10 Fanaras Drive
<b>City:</b>	Salisbury
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01952
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3149735	WE BELIEVE !
Registration Number:	3169501	LOW CARB
Registration Number:	3554965	CAUSEWAY COLLECTION
Registration Number:	3343303	ALL GUTS NO GLORY
Registration Number:	2299703	OLD TIME SPORTS
Registration Number:	2434221	OLD TIME BASEBALL
Registration Number:	2434220	OLD TIME FOOTBALL
Registration Number:	2214606	OTH
Registration Number:	2162917	OLD TIME HOCKEY

## CORRESPONDENCE DATA

Fax Number: 6177422355

*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: 617-742-4200

Email: trademark@riw.com

Correspondent Name: Michael J. Ruberto

Address Line 1: Ruberto, Israel &amp; Weiner, P.C.

Address Line 2: 255 State Street, 7th Floor

Address Line 4: Boston, MASSACHUSETTS 02109

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	10548-4
<b>NAME OF SUBMITTER:</b>	Michelle M. Quinn
<b>SIGNATURE:</b>	/Michelle M. Quinn/
<b>DATE SIGNED:</b>	10/08/2014
<b>Total Attachments: 3</b> source=Executed Assignment - Old Time Sports, Inc. to Old Time Sports, LLC (00371993)#page1.tif source=Executed Assignment - Old Time Sports, Inc. to Old Time Sports, LLC (00371993)#page2.tif source=Executed Assignment - Old Time Sports, Inc. to Old Time Sports, LLC (00371993)#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**"), is made and entered into as of this 26<sup>th</sup> day of September 2014, by and between Old Time Sports, Inc., a Massachusetts corporation ("**Assignor**"), and Old Time Sports, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and the United States Patent and Trademark Office trademark registrations and Canadian Intellectual Property Office trade-mark registrations set forth in Schedule A hereto, including any and all common law rights appurtenant thereto, as applicable (collectively, the "**Trademarks**");

WHEREAS, the parties hereto have entered into that certain Asset Transfer Agreement by and between Assignor and Assignee of even date herewith (the "**Transfer Agreement**"), whereby Assignor agreed to sell, convey, transfer, assign and deliver to Assignee all of its respective right, title and interest in and to the Assets (as defined in the Transfer Agreement), which include the Trademarks;

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Transfer Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant, bargain and agree as follows:

1. Assignor hereby grants, conveys, assigns, transfers, sells, releases, sets over and confirms to Assignee, in perpetuity, all of Assignor's right, title and interest in and to (i) the Trademarks, (ii) any and all intellectual property and other proprietary rights in and to such Trademarks, including all goodwill connected with the use thereof and symbolized thereby, (iii) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of any of the Trademarks, and (iv) any and all rights corresponding thereto in the United States and Canada, as applicable, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (together, the "Assigned Rights").

2. Assignee hereby assumes and shall be responsible for, and will hereafter pay, perform and discharge when due, all liabilities or obligations, maintenance or otherwise, related to the Assigned Rights from and after the Closing Date.

3. Each party hereto will, at Assignee's expense, take such further actions and execute promptly such further documents as are necessary to effect the above assignment or as

may be necessary to secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

4. Assignor hereby acknowledges that it retains no right to use the Trademarks and agrees not to challenge, or to assist others to challenge the validity, or Assignee's ownership, of the Trademarks. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor that would conflict with this Agreement.

5. Nothing in this Agreement, express or implied, is intended or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

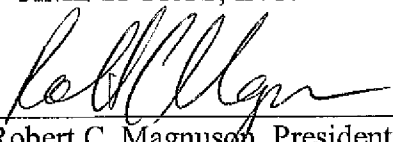
6. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to such Commonwealth's conflicts of laws principles.

8. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

OLD TIME SPORTS, INC.

By:   
Robert C. Magnuson, President

OLD TIME SPORTS, LLC

By:   
Robert C. Magnuson, President

**SCHEDULE A**

**TO A TRADEMARK ASSIGNMENT AGREEMENT  
BETWEEN  
OLD TIME SPORTS, INC. (ASSIGNOR)  
AND  
OLD TIME SPORTS, LLC (ASSIGNEE)**

**DATED: September 26, 2014**

**REGISTERED TRADEMARKS (USA)**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
WE BELIEVE !	3149735	9/26/06
LOW CARB	3169501	11/7/06
CAUSEWAY COLLECTION	3554965	12/30/08
ALL GUTS NO GLORY	3343303	11/27/07
OLD TIME SPORTS	2299703	12/14/99
OLD TIME BASEBALL	2434221	3/6/01
OLD TIME FOOTBALL	2434220	3/6/01
OTH	2214606	12/29/98
OLD TIME HOCKEY	2162917	6/2/98

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