TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

Electronic Version v1.1 ETAS ID: TM368499

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	2	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allen Bronstein		07/16/2012	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Flint and Tinder USA, LLC	
Street Address:	PO Box 130209	
City:	ity: New York	
State/Country:	NEW YORK	
Postal Code:	10013	
Entity Type: LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4275614	FLINT AND TINDER

CORRESPONDENCE DATA

Fax Number: 2124480020

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: 2124481800

Email: amatusheski@rlscf.com

Correspondent Name: Ritholz Levy, Attn: Alicia Matusheski Address Line 1: 235 Park Avenue South, 3rd Fl. Address Line 4: New York, NEW YORK 10003

ATTORNEY DOCKET NUMBER:	FLINT AND TINDER	
NAME OF SUBMITTER:	Alicia Matusheski	
SIGNATURE:	/Alicia Matusheski/	
DATE SIGNED:	01/08/2016	

Total Attachments: 2

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> **TRADEMARK** REEL: 005706 FRAME: 0467

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TRADEMARK ASSIGNMENT

This Assignment is made effective as of July 16, 2012 by Allen Bronstein ("Assignor") in favor of Flint and Tinder USA, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and registrations thereof in the United States Patent and Trademark Office as set forth in Schedule A. attached hereto, together with the goodwill of the business connected with and symbolized by said trademarks: and

WHEREAS, said trademarks, and registrations and applications thereof, are among the assets that Assignor agreed to assign and Assignee desires to acquire, together with the goodwill of the business connected with and symbolized by said trademarks and all other rights, interest and title to all indications of source related to Assignor's business and the portion of the ongoing and existing business to which the trademarks pertain.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby sells, transfers and assigns to the Assignee, and its successors and assigns, all right, title and interest in and to (a) said trademarks, and registrations and applications thereof, listed on Schedule A and any extension or renewal of any such registration or application set forth on Schedule A and the ongoing and existing business to which the trademarks pertain; (b) all other indications of origin relating to Assignor's business, including, without limitation, in and to all trademarks, service marks, brand names, trade dress, images and domain names relating to Assignor's business; (c) all goodwill associated with the aforementioned trademarks and indications of source; (d) any unregistered rights in any of the foregoing; (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing; (f) all income, royalties, damages and other payments now and hereafter due or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (g) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.
- 2. Assignor and Assignee agree that this Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

OR: Allen Bronstein

ASSIGNEE: Fligt and Tinder USA, LLX By

ALLEN JAKE BRONSTEIN

Title: CEO - FLINT AND TINDER USA, LLC

SCHEDULE A

Trademark	Registration No.	Territory	Class & Goods/Services	Registration Date
FLINT AND TINDER	4275614	USA	25 – Boxer briefs; Boxer shorts; Briefs; Briefs; Knitted underwear; Men's underwear; Underwear.	January 15, 2013

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RECORDED: 01/08/2016

TRADEMARK REEL: 005706 FRAME: 0469