TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM391843

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Henry Modell & Company, Inc.		07/18/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Modell's II, Inc.	
Doing Business As:	MODELL'S SPORTING GOODS	
Street Address:	498 SEVENTH AVENUE	
Internal Address:	20th floor	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1989940	GOTTA GO TO MO'S

CORRESPONDENCE DATA

Fax Number: 2128221090

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: 212-822-1504

mark.aarons@modells.com Email: Mark Aarons c/o Modell's **Correspondent Name:**

Address Line 1: 498 7th Ave., Address Line 2: 20th floor

Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Mark Aarons		
SIGNATURE:	/Mark Aarons/		
DATE SIGNED:	07/19/2016		

Total Attachments: 1

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TRADEMARK REEL: 005836 FRAME: 0938

TRADEMARK ASSIGNMENT CORPORATE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged HENRY MODELL & COMPANY, INC. ("Assignor"), located at 498 7TH Avenue, 20th floor, New York,, N.Y. 10018 hereby irrevocably transfers and assigns to Modell's II, Inc. ("Assignee), located at 498 7th Ave., 20th fl., N.Y. N.Y. 10018, its successors and assigns, in perpetuity, all right, title, and interest, throughout the world, including any renewals or extensions thereto, in the following trademark:

Wordmark: GOTTA GO TO MO'S

USPTO Registration Number: 1989940

Said transfer and assignment, includes without limitation:

- 1) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,
- 2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and
- 3) all rights to sue for past, present and future infringement or misappropriations of the marks.

The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the mark and its related property.

IN WITNESS THEREOF, Assignor has duly executed this Agreement.			
Assignor's Company Name: Henry Modell	& Company, Inc.		
By: Mitchell B. Wodell	Date: <u>July 18, 2016</u>		
Title: President			

State of New York)
County of New York) .ss:

On the day of July, 2016, personally appeared before me Mitchell B. Modell, the person who signed this Assignment Agreement, and acknowledged that he/they signed the agreement as, or in behalf of, the Assignor.

Signature of Notary Public

RECORDED: 07/19/2016

Catherine A. Acquavella
Notary Public, State of New York
No. 01AC6101672
Qualified in Nassau County
Commission Expires November 17, 2019

TRADEMARK
REEL: 005836 FRAME: 0939