

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447504

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moxi Enterprises, LLC		07/28/2017	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boost Apparel Group, LLC		
<b>Street Address:</b>	1939 S. Vandeventer		
<b>City:</b>	Saint Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63110		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86220334	TRUNK MAKE. SHOP. DRESS. LOCAL.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3144945330		
<b>Email:</b>	psalsich@aegisps.com		
<b>Correspondent Name:</b>	Pete Salsich III		
<b>Address Line 1:</b>	165 North Meramec, 2d Floor		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	Pete Salsich III		
<b>SIGNATURE:</b>	/Pete Salsich III/		
<b>DATE SIGNED:</b>	10/16/2017		
<b>Total Attachments: 5</b>			
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OP \$40.00 86220334

## Trademark Assignment Agreement

This Trademark Assignment Agreement is entered into as of July 28, 2017 (the "Effective Date"), by and between **Moxi Enterprises, LLC**, a Missouri Limited Liability Company ("Assignor") and **Boost Apparel Group, LLC**, a Missouri Limited Liability Company ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to United States Trademark Application Serial No. 86220334 (the "Application") for the mark **TRUNK MAKE. SHOP. DRESS. LOCAL** (the "TRUNK Mark"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 28, 2017 (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring certain assets of Assignor, including the TRUNK Mark; and

WHEREAS, in consideration of and to give full effect to the Asset Purchase Agreement, and to permit Assignee to continue to prosecute the Application and to use and license the TRUNK Mark in commerce, Assignor intends to assign to Assignee all of its right, title and interest in and to the Application and the TRUNK Mark, together with all of the goodwill of the business symbolized thereby, upon the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark. Assignor hereby irrevocably conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Application and the TRUNK Mark, together with the goodwill of the business symbolized by the TRUNK Mark.
2. Assignor's Representations and Warranties. Assignor hereby represents and warrants that:
  - a. Assignor owns the entire right, title and interest in and to the Application and the TRUNK Mark;
  - b. United States Trademark Application Serial No. 86220334 for the mark **TRUNK MAKE. SHOP. DRESS. LOCAL** is currently valid and subsisting and in full force and effect;
  - c. Assignor has not licensed the Application or the TRUNK Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Application or the TRUNK Mark to any other person or entity;
  - d. There are no liens or security interests against the Application or the TRUNK Mark;
  - e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

- f. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Articles of Organization or Operating Agreement.
3. Consideration. The consideration for this Assignment is included in the terms of the Asset Purchase Agreement, pursuant to which, *inter alia*, Assignor receives certain compensation in return for assigning certain assets to Assignee.
4. No Further Use or Challenge. After the Effective Date, Assignor agrees to make no further use of the TRUNK Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the TRUNK Mark.
5. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
6. Miscellaneous.
- a. This Agreement, Exhibit A, and the Trademark Registration Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
  - b. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Missouri, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Missouri. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
  - c. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
  - d. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

*[Remainder of Page Intentionally Left Blank; Signature Page to Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date above written.

**ASSIGNOR**

MOXI ENTERPRISES, LLC


Signature: 

Print Name: GREG GAZLAN

Title: PRES / CEO

**ASSIGNEE**

BOOST APPAREL GROUP, INC.

Signature: 

Print Name: John Beckham

Title: Pres/COO

**EXHIBIT A**

The TRUNK Mark

**TRUNK MAKE SHOP DRESS LOCAL** (United States Trademark Application Serial No. 86220334)

International Class: 35

Goods & Services: Organizing, arranging, and conducting fashion shows and presentations of fashion designer collections events for commercial purposes.

Filing Date: March 13, 2014

Current Filing Basis: 1B

**EXHIBIT B**

Trademark Application Assignment

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK APPLICATION ASSIGNMENT**

WHEREAS, Moxi Enterprises, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri ("Assignor") owns all the right, title and interest in and to United States Trademark Application Serial No. 86220334 for TRUNK MAKE SHOP DRESS LOCAL (the "Mark"); and

WHEREAS, Boost Apparel Group, LLC, a limited liability company duly organized and existing under the laws of Missouri ("Assignee"), desires to acquire all right, title and interest in and to the Mark, the registration thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all of the goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

DATED: July 28, 2017

MOXI ENTERPRISES, LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Moxi Enterprises, LLC - Boost Apparel Group, LLC  
Trademark Assignment Document and Exhibits  
**TRADEMARK**

RECORDED: 10/17/2017

REEL: 006183 FRAME: 0834  
Page 15