

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tangerine Promotions, Ltd.		12/01/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bamko, LLC		
Street Address:	11620 Wilshire Boulevard		
Internal Address:	Suite 610		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2790983	TANGERINE	
Registration Number:	2790984	TANGERINE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	8135065180		
Email:	Stephen.kelly@hwhlaw.com		
Correspondent Name:	Stephen Kelly		
Address Line 1:	101 E. Kennedy Boulevard		
Address Line 2:	Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Stephen E. Kelly		
SIGNATURE:	/Steve Kelly/		
DATE SIGNED:	12/28/2017		
Total Attachments: 8			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this “Assignment”) is made and entered into as of December 1, 2017 (the “Effective Date”), by and among **BAMKO, LLC**, a Delaware limited liability company (“Assignee”), **TANGERINE PROMOTIONS, LTD.**, an Illinois corporation (“LTD”), **TANGERINE PROMOTIONS WEST, INC.**, a California corporation (“West”), **STEVE FRIEDMAN**, the sole shareholder of LTD and West (“Shareholder”), and **ADAM ROSENBAUM**, the holder of a phantom stock interest in LTD and West (“Rosenbaum” and together with LTD, West, and Shareholder, the “Assignor Parties”). Assignee, LTD, West, Shareholder, and Rosenbaum are each referred to herein as a “Party” and collectively as the “Parties.”

BACKGROUND

A. The Parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, LTD and West have agreed, among other things, to sell, transfer, assign, convey, and deliver certain assets, including without limitation, the trademarks and service marks set forth on **Schedule A** hereto, including all registrations, extensions, and renewals thereof (the “Marks”) and the domain names set forth on **Schedule B** hereto (the “Domain Names”) and described below, to Assignee at the Closing.

B. As part of the transactions contemplated by the Purchase Agreement, Shareholder and Rosenbaum desire to transfer, assign, convey and deliver, without additional consideration, any and all rights, title, and interest they may have, individually or collectively, in or to any Marks and Domain Names used by LTD or West in the Business.

C. Assignee desires to acquire the Assignor Parties’ entire right, title, and interest in and to such Marks and Domain Names.

AGREEMENT

In consideration of the premises and the mutual covenants and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. The Assignor Parties hereby irrevocably and unconditionally grant, convey, transfer, and assign to Assignee (a) all of the Assignor Parties’ right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor Parties if this Assignment had not been made; (b) all of the Assignor Parties’ right, title, and interest in and to the Domain Names; and (c) all rights to

income, royalties, and license fees derived from the Marks or Domain Names from and after the Effective Date, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names, and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

3. Assistance. The Assignor Parties agree to perform, without further or additional consideration, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title, and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include (a) execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, as reasonably necessary to perfect such benefits, enjoyment, rights, title, and interest in Assignee, (b) reasonable assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings relating specifically to the Marks and/or Domain Names, including providing documents and materials in the possession or control of the Assignor Parties, (c) testifying in any legal proceedings relating specifically to the Marks and/or Domain Names, signing lawful papers, and making all required lawful oaths relating specifically to the Marks and/or Domain Names at Assignee's expense, and (d) generally doing everything that is reasonably necessary to aid Assignee, upon Assignee's reasonable request, in obtaining and enforcing proper protection for applicable intellectual property rights in the Marks and/or Domain Names. Each Assignor Party hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor Party's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of such Assignor Party to execute, verify, and file any such documents and to do all other lawfully permitted acts to effectuate this Assignment of the rights granted herein, with the same legal force and effect as if executed by such Assignor Party, in the event such Assignor Party refuses or fails, without reasonable grounds, to execute, within a reasonable period of time following Assignee's written request, any such documents necessary to effectuate this Assignment of the rights granted herein, should that be necessary in any territory which requires documentation and/or registration apart from this Assignment to perfect the rights granted hereby.

4. General.

4.1 Assignment; Third Party Beneficiaries. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the Parties. Nothing in this Assignment will be construed to give any Person other than the Parties to this Assignment any legal or equitable right under or with respect to this Assignment or any provision of this Assignment, except such rights as will inure to a successor or permitted assignee pursuant to this Section 4.1.

4.2 Entire Agreement; Modification. This Assignment, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the Parties hereto with respect to its subject matter and

supersedes all prior and contemporaneous agreements and understandings, oral and written, among the Parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern. This Assignment may not be amended except by a written agreement signed by each of the Parties to this Assignment.

4.3 Severability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or such provision to any other person or circumstance or in any other jurisdiction. Any invalid, illegal, or unenforceable provision in this Assignment shall be replaced by the Parties or, if the Parties are unable to reach such an agreement, by a court of competent jurisdiction, with a valid provision that most closely approximates the intent and economic effect of the invalid, illegal, or unenforceable provision.

4.4 Headings; Construction. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits, and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments, or agreements will be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. Each Party acknowledges that he or it has reviewed this Assignment and agrees that all rules of construction to the effect that any ambiguities in this Assignment are to be resolved against the drafting Party will not be available in the interpretation of this Assignment.

4.5 Choice of Law; Waiver of Jury Trial. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions. The Parties agree that exclusive venue and jurisdiction with respect to any dispute, controversy, or claim under this Assignment shall be in either the Superior Court of Delaware or the federal courts for the District of Delaware. EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS ASSIGNMENT OR THE MATTERS CONTEMPLATED HEREBY.

4.6 Counterparts; Effectiveness. This Assignment may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the Parties hereto notwithstanding the fact that all Parties are not signatory to the same counterpart. The exchange and delivery of executed copies of this Assignment and of signature pages by facsimile transmission, by electronic signature (whether digital or encrypted, such as one transmitted via DocuSign or EchoSign), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the

same effect as physical delivery of the paper document bearing an original signature and shall be binding for all purposes hereof.

4.7 Attorneys' Fees. In the event that any suit or action is instituted to enforce any provision in this Assignment or the instruments or agreements contemplated by this Assignment, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Assignment or any such instrument or other agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment, or have caused this Assignment to be duly executed and delivered on their behalf by a duly authorized representative, as of the date first above written.

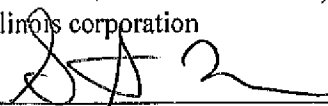
ASSIGNEE:

BAMKO, LLC,
a Delaware limited liability company

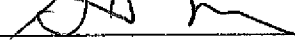
By: _____
Name: Jake Himmelstein
Title: Chief Financial Officer

ASSIGNOR PARTIES:

TANGERINE PROMOTIONS, LTD.,
An Illinois corporation

By:  _____
Name: Steve Friedman
Title: President

TANGERINE PROMOTIONS WEST, INC.,
a California corporation

By:  _____
Name: Steve Friedman
Title: President



STEVE FRIEDMAN, INDIVIDUALLY



ADAM ROSENBAUM, INDIVIDUALLY

Schedule A

Marks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
TANGERINE	2790983	December 9, 2003	76486669	February 3, 2003
TANGERINE (AND DESIGN)	2790984	December 9, 2003	76486670	February 3, 2003

Schedule B

Domain Names

<u>Domain Name</u>	<u>Registrar</u>	<u>Registrant</u>	<u>Expiration Date</u>
www.tangerinepromotions.com	domainpeople (hostway.com)	Steve/Tangerine Promotions	6.5.21
www.tangerineportal.com	GoDaddy	Joanne Quinn (ex- EE)/Tangerine Promotions	9.10.18 (auto-renew)
www.tangerinewebstore.com	TUCOWS, INC. (hover.com)	Adam/Tangerine Promotions	9.2.18 (auto-renew)
www.tangerineauctions.com	GoDaddy	Joanne Quinn (ex- EE)/Tangerine Promotions	1.27.18 (auto-renew)
www.kawagagear.com	TUCOWS, INC. (hover.com)	Adam/Tangerine Promotions	12.11.17 (auto-renew)
www.mytangerineorders.com	GoDaddy	Adam/Tangerine Promotions	12.9.17 (auto-renew)
www.mtv-stuff.com	GoDaddy	Joanne Quinn (ex- EE)/Tangerine Promotions	9.16.18 (auto-renew)