

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MATCHBOX FOOD GROUP, LLC		10/31/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TED'S BULLETIN HOLDINGS, LLC		
Street Address:	1521 Connecticut Ave		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Liability Company: D.C.		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3900402	TED'S BULLETIN	
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:	2024632400		
Email:	wdcip@seyfarth.com		
Correspondent Name:	Dean L. Fanelli		
Address Line 1:	975 F St. NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Dean L. Fanelli		
SIGNATURE:	/Dean L. Fanelli/		
DATE SIGNED:	03/06/2018		
Total Attachments: 5			
source=Matchbox_to_Teds.Holdings#page1.tif			
source=Matchbox_to_Teds.Holdings#page2.tif			
source=Matchbox_to_Teds.Holdings#page3.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT (“Trademark Assignment”) effective October 31, 2017, is made by Matchbox Food Group, LLC, a District of Columbia limited liability company (“Assignor”) in favor of Ted’s Bulletin Holdings, LLC, a Delaware limited liability company (“Assignee”), pursuant to that certain Asset Purchase Agreement, dated August 3, 2017, by and among Assignor, Assignee, DC Metro Holdings, LLC, a Delaware limited liability company, DC Metro Holdings II, LLC, a Delaware limited liability company, Four Partners, LLC, a District of Columbia limited liability company, Pants Before Shoes, LLC, a Virginia limited liability company, Sweater Vest, LLC, a Maryland limited liability company, Ted’s Bulletin 14th Street, LLC, a District of Columbia limited liability company, and Ted’s Bulletin Merrifield, LLC, a Virginia limited liability company (as supplemented, amended, restated or otherwise modified from time to time pursuant to the terms thereof, the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Assignee, among other assets, the Business Intellectual Property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, including, without limitation, the consideration provided to it pursuant to the terms of the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the trademark registrations set forth on **Exhibit A** hereto (the “Assigned Trademarks”) and all issuances, extensions, and renewals thereof, together with all goodwill associated with and/or symbolized by the Assigned Trademarks and all registrations and applications for registration of the Assigned Trademarks, and including, but not limited to, the following:

- (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties, and conventions and otherwise throughout the world; and
- (b) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark 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. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the District of Columbia, without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction).

[Signature page follows]

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

ASSIGNOR:

MATCHBOX FOOD GROUP, LLC

By: 
Name: _____
Title: *Harvey Meho*
CEO

ASSIGNEE:

TED'S BULLETIN HOLDINGS, LLC

By: _____
Name: _____
Title: _____

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

ASSIGNOR:

MATCHBOX FOOD GROUP, LLC

By: _____
Name:
Title:

ASSIGNEE:

TED'S BULLETIN HOLDINGS, LLC

By: SM Sr
Name: Steve Salis
Title: ~~President~~ Authorized Person

Exhibit A

TRADEMARKS

TED'S BULLETIN

Word Mark: TED'S BULLETIN

Registration Number: 3900402

Registration Date: January 4, 2011