

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM487209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wildcat Retro Brands, LLC		07/01/2015	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA	
<b>Name:</b>	Wildcat Retro Brands, LLC
<b>Street Address:</b>	1415 Emerald Road
<b>City:</b>	Greenwood
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29646
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3494296	THE ORIGINAL RETRO BRAND
Registration Number:	3834761	DISTANT REPLAYS
Registration Number:	4386928	THE VICTORY BY THE ORIGINAL RETRO BRAND
Registration Number:	3560330	CAMPUS COUTURE

CORRESPONDENCE DATA	
<b>Fax Number:</b>	9738484001
<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>	973-848-4150
<b>Email:</b>	nwtrademarks@kigates.com
<b>Correspondent Name:</b>	Frank L. Politano
<b>Address Line 1:</b>	One Newark Center, 10th Floor
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102-5285

<b>NAME OF SUBMITTER:</b>	Frank L. Politano
<b>SIGNATURE:</b>	/Frank L. Politano/
<b>DATE SIGNED:</b>	08/23/2018

**Total Attachments: 4**  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 1, 2015, is executed by WILDCAT RETRO BRANDS, LLC (d/b/a The Original Retro Brand), a California limited liability company ("Assignor"), in favor of WILDCAT RETRO BRANDS, LLC, a Tennessee limited liability company ("Assignee"), in connection with and subject to that certain Asset Purchase Agreement, dated as of June 24, 2015, by and among Assignee, Assignor and Marc Herman, an individual resident of the State of California (the "Purchase Agreement").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks set forth on Exhibit A attached hereto (the "Trademarks"), and the goodwill associated therewith;

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith; and

WHEREAS, all capitalized terms not herein defined shall have the meaning ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Conveyance. Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in and to the Trademarks, together with Assignor's goodwill in connection with which each Trademark is used, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Assurances. Assignor shall from time to time after the date hereof, at the request of Assignee and without further consideration, execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the transfer of the Trademarks by Assignor to Assignee. In addition, Assignor shall provide Assignee with cooperation and assistance at Assignee's request (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.

3. Miscellaneous. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of California without reference to its

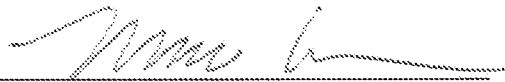
choice of law rules. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or similar means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first above written.

**ASSIGNOR:**

WILDCAT RETRO BRANDS, LLC, a California limited liability company

By: 

Name: Marc Herman

Title: Manager

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 006437 FRAME: 0502**

**EXHIBIT A**

**TRADEMARKS**

<b>Registration Date</b>	<b>U.S. Patent and Trademark Registration Number</b>	<b>Trademark</b>
August 26, 2008	3494296	The Original Retro Brand
August 17, 2010	3834761	Distant Replays
August 20, 2013	4386928	The Victory by the Original Retro Brand
January 13, 2009	3560330	Campus Couture