

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSEMBLED RETAIL LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Assembled Brands Capital Funding LLC		
Street Address:	76 Greene Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5339414	FELIX GRAY	
CORRESPONDENCE DATA			
Fax Number:	3129843150		
<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:	312-984-3100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Wendi E. Sloane		
Address Line 1:	200 West Madison Street, Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Wendi E. Sloane		
SIGNATURE:	/Wendi E Sloane/		
DATE SIGNED:	10/01/2018		
Total Attachments: 6			
source=Redacted - Felix Gray Assignment and Assumption Agreement#page1.tif			
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OP \$40.00 5339414

Master Assignment and Assumption Agreement

This Master Assignment and Assumption Agreement ("**Agreement**") dated as of October 1, 2018 ("**Effective Date**"), is entered into by and between Assembled Retail LLC, a Delaware limited liability company ("**Assignor**") and Assembled Brands Capital Funding LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in, and to delegate to Assignee all of Assignor's duties, liabilities and obligations accruing on and after the Effective Date with respect to, each of the assets described on **Schedule 1** attached hereto (collectively the "**Assigned Assets**"); and

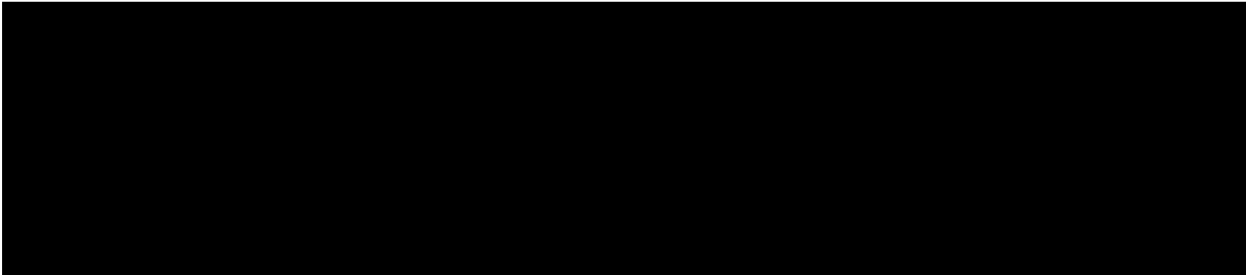
WHEREAS, Assignee desires to purchase and accept from Assignor all of Assignor's right, title and interest in, and assume from Assignor all of Assignor's duties, liabilities and obligations accruing on and after the Effective Date with respect to, the Assigned Assets.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

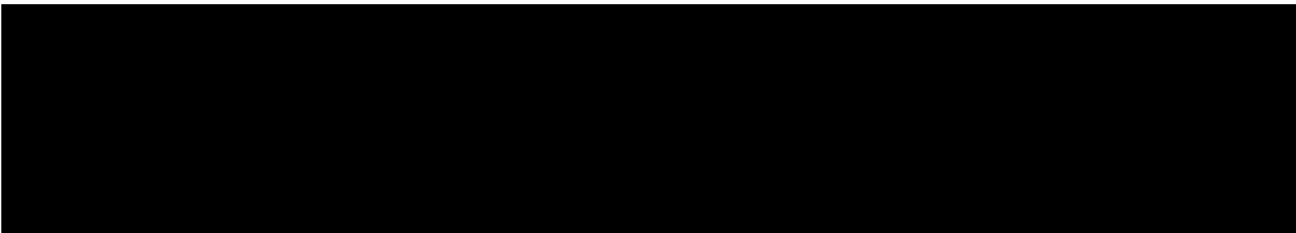
1. Assignment and Assumption.

1.1 Assignment. Assignor hereby irrevocably sells, assigns, grants, conveys and transfers to Assignee, free and clear of all liens, security interests, claims or encumbrances, all of Assignor's right, title and interest in and to the Assigned Assets.

1.2 Assumption. Assignee hereby purchases the Assigned Assets and unconditionally accepts Assignor's assignment thereof and assumes all of Assignor's duties with respect thereto, and agrees to pay, perform and discharge, as and when due, all of the obligations and liabilities of Assignor under the Assigned Assets, in each case accruing on and after the Effective Date (collectively, the "**Assumed Liabilities**").



1.4 Closing. The closing of the transactions contemplated herein (the "**Closing**") will take place at 10:00 a.m. local time on the date hereof at the offices of Assignor, or such other date, time or place as agreed to in writing by the parties hereto (the "**Closing Date**"). The Closing shall be deemed to be effective as of 12:01 a.m. local time on the Closing Date.





2. Representations and Warranties.

2.1 Assignor's Representations and Warranties. Assignor represents and warrants as follows: it is duly organized, validly existing, and in good standing under the laws of the State of Delaware. It has the full right and requisite power and authority to enter into this Agreement and to perform its obligations hereunder. It has taken all necessary limited liability company action to authorize the execution of this Agreement by its representative whose signature is set forth on the signature page attached hereto. When executed and delivered by it, this Agreement will constitute the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with its terms. The transactions contemplated by this Assignment are not in contravention of any law, order, regulation or agreement by which the Assignor is bound. It is the sole legal and beneficial owner of all the Assigned Interests (as defined in Schedule 1) and of all the rights indicated as belonging to the Assignor under the Assigned Assets on the Effective Date, free and clear of any lien, security interest, claim, or encumbrance.

2.2 Assignee's Representations and Warranties. Assignee represents and warrants as follows: it is duly organized, validly existing, and in good standing under the laws of State of Delaware. It has the full right and requisite power and authority to enter into this Agreement and to perform its obligations hereunder. It has taken all necessary limited liability company action to authorize the execution of this Agreement by its representative whose signature is set forth on the signature page attached hereto. When executed and delivered by it, this Agreement will constitute the legal, valid, and binding obligation of Assignee, enforceable against it in accordance with its terms.

3. Covenants Relating to Collections. Assignor acknowledges and agrees that Assignee shall have the right and authority to collect for Assignee's own account (i) all items which are included in the Assigned Assets and (ii) all proceeds received in respect of such Assigned Assets, accruing on and after the Effective Date. Following the Effective Date, (a) Assignor shall promptly transfer and deliver to Assignee, without set-off, any cash or other property, if any, that Assignor may receive with respect to or representing the Assigned Assets related to all time periods on and following the Closing Date, and (b) Assignee shall promptly transfer and deliver to Assignor, without set-off, any cash or other property, if any, that Assignee may receive with respect to or representing the Assigned Assets related to all time periods prior to the Closing Date.

4. Miscellaneous.

4.1 Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

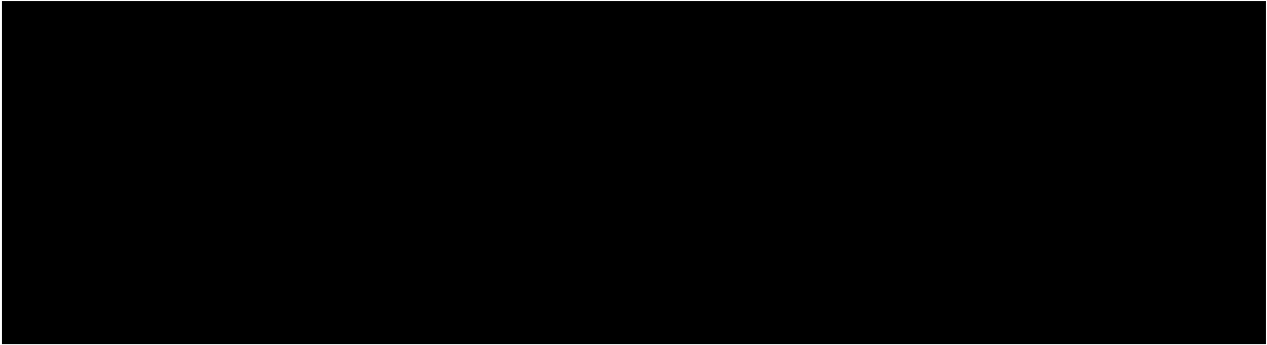
4.2 Further Assurances. On the other party's reasonable request, each party shall execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

4.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

4.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

4.5 Entire Agreement. This Agreement, together with all related exhibits and schedules, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

4.6 Amendment and Modification. No amendment to or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party to this Agreement.





4.8 Governing Law. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to its conflicts of laws provisions.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSEMBLED RETAIL LLC

By 
Name: 
Title: Authorized Signatory

ASSEMBLED BRANDS CAPITAL FUNDING LLC

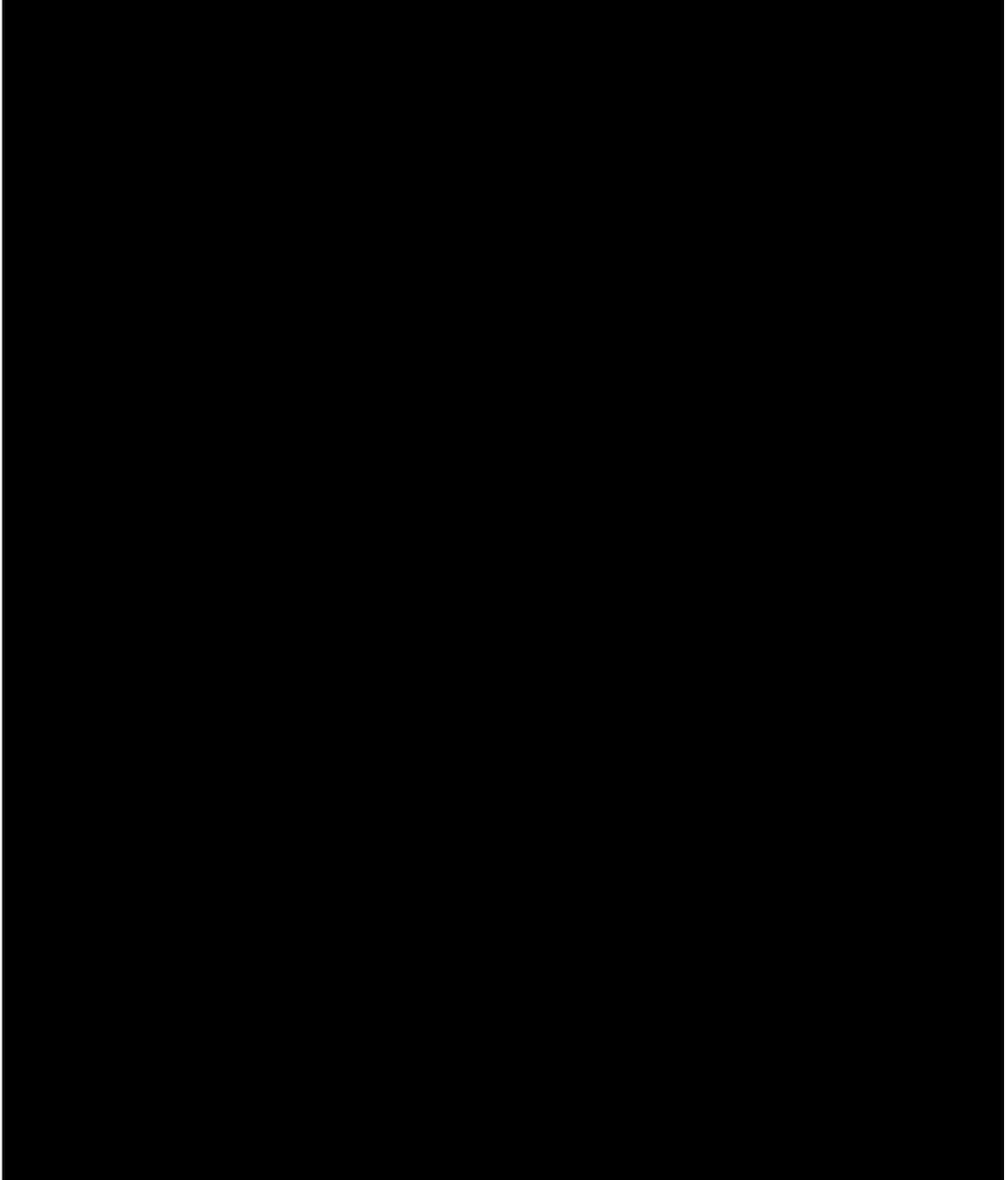
By 
Name: 
Title: Authorized Signatory

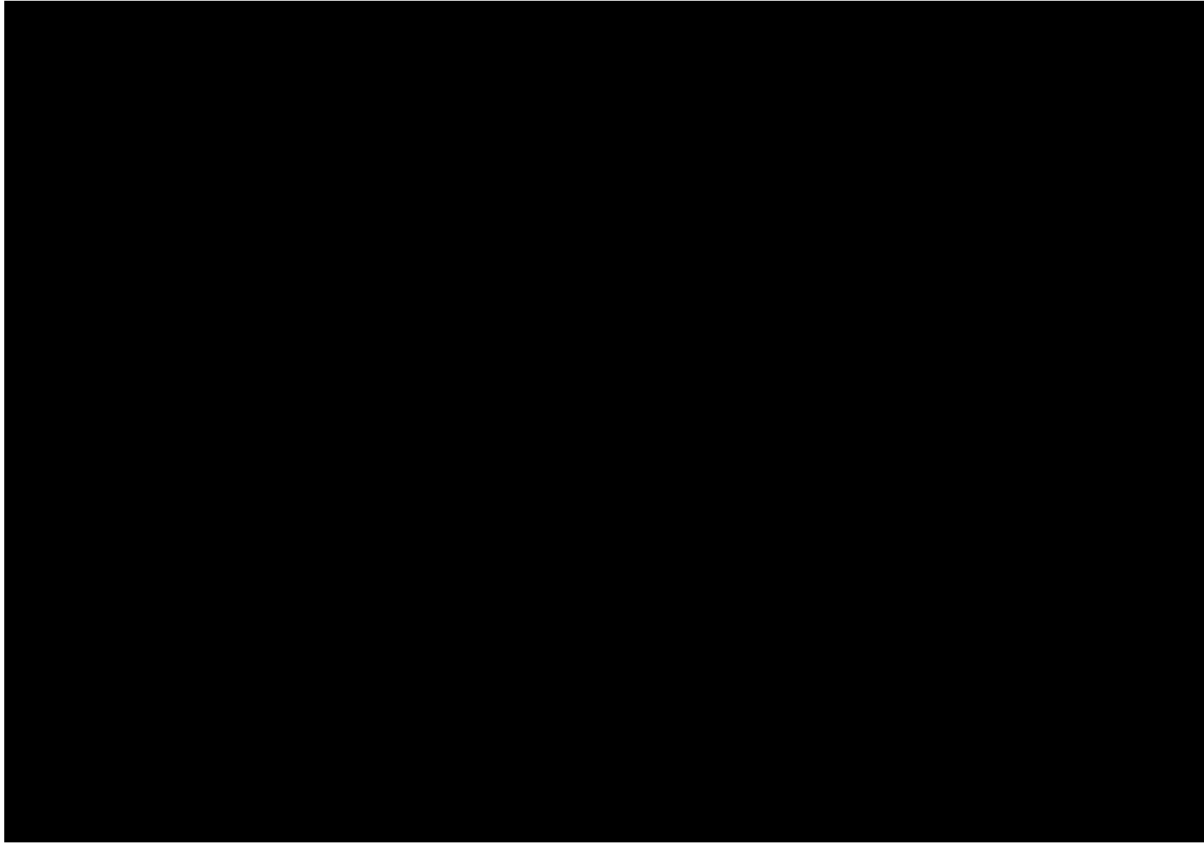
[Signature Page to Master Assignment and Assumption Agreement]

SCHEDULE 1

ASSIGNED ASSETS

1. The following agreements (each as amended, restated, replaced or otherwise modified from time to time through the date hereof, the **"Assigned Contracts"**):





- zz. that certain Credit Agreement (the "**Felix Credit Agreement**"), dated as of July 18, 2018, by and between Felix Gray, Inc., a Delaware corporation ("**Felix**"), and Assignor;
- aaa. that certain Intellectual Property Security Agreement, dated June 18, 2018, by and between Felix and Assignor;

