

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572883

<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>
Peacock's Marching World		01/21/2020	Sole Proprietorship: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Varsity Athletic Band, LLC		
<b>Street Address:</b>	6745 Lenox Center Court, Suite 300		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38115		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4862063	EVERYTHING YOU NEED TO PERFORM.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>	3172361313		
<b>Email:</b>	dwong@btlaw.com		
<b>Correspondent Name:</b>	David A.W. Wong, Barnes & Thornburg LLP		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204-3535		
<b>ATTORNEY DOCKET NUMBER:</b>	66289-20		
<b>NAME OF SUBMITTER:</b>	David A.W. Wong		
<b>SIGNATURE:</b>	/dwong/		
<b>DATE SIGNED:</b>	04/21/2020		
<b>Total Attachments: 4</b>			
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OP \$40.00 4862063

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) effective as of 11:59 p.m. Eastern Standard Time on January 21, 2020, is made by Benjamin P. Schroeder and Sarah E. Schroeder, husband and wife, the sole proprietor of **PEACOCK’S MARCHING WORLD** (“Assignor”), located at 658 Camino Campana, Santa Barbara, CA 93111, in favor of **Varsity Athletic Band, LLC**, a Delaware limited liability company (“Assignee”), pursuant to an Asset Purchase Agreement, dated as of the date hereof, between Assignee, Assignor and the other parties thereto (the “Asset Purchase Agreement”).

### RECITALS

A. Under the terms of the Asset Purchase Agreement, Assignor agreed to convey, transfer, and assign to Assignee, among other assets, all intellectual property of Assignor used or useful in the manufacture, assembly, marketing, sale, distribution and wholesale of apparel, supplies and other accessories and related products, including footwear, gloves, uniforms, headware, outerwear, warm-ups, field equipment, shields, banners, instruments, flags, poles, rifles, saxes, props, maces, batons, whistles, metronomes, tuners, podiums, ladders, floors, formal wear, stage equipment, lighting equipment, audio equipment and recording equipment for use by costume, millinery, show and special events industries and drum corps, colleges, high schools, winter guards, color guards, marching bands, drum major, drumline, concert bands, military/ROTC, bands, band boosters, orchestras, students, teachers and other customers around the world, and agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

B. Assignee desires to acquire the Trademark (defined below), the registrations thereof and the applications therefore, and all title, right, and interest therein as set forth in the Asset Purchase Agreement.

The parties agree as follows:

### AGREEMENT

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following:

(a) The word mark ***Everything You Need to Perform*** filed **October 22, 2014** and **registered December 1, 2015 with registration number 4862063**, and all issuances, extensions and renewals thereof (the “Trademark”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under the Trademark provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademark; and

(d) any and all claims and causes of action, with respect to the Trademark, 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 Patents and the Commissioner for Trademark 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 Assignment upon request by Assignee. Following the date hereof, Assignor will take such steps and actions, and provide such reasonable 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 reasonably necessary to effect, evidence or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. ***Terms of the Asset Purchase Agreement.*** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee with respect to the Trademark. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

4. ***Counterparts.*** This 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 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 Assignment.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed.

ASSIGNOR:

\_\_\_\_\_  
Benjamin P. Schroeder

\_\_\_\_\_  
Sarah E. Schroeder

Assignee accepts the Assignment contained herein.

ASSIGNEE:

VARSIY ATHLETIC BAND, LLC

By: \_\_\_\_\_


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


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

*Pash Nawra*  
*PASH NAWRA*  
*CFO*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed

ASSIGNOR:

  
\_\_\_\_\_  
Benjamin P. Schroeder

  
\_\_\_\_\_  
Sarah E. Schroeder

Assignee accepts the Assignment contained herein.

ASSIGNEE:

**VARSITY ATHLETIC BAND, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_