

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadway Brands LLC		12/13/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	BB Brands Holdings, Inc.		
Street Address:	1619 Broadway		
Internal Address:	9th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6044220	BROADWAY BRANDS	
Registration Number:	5735738	BROADWAY BRIEFING	
Registration Number:	5326158	BROADWAY NEWS	
CORRESPONDENCE DATA			
Fax Number:	2124920722		
<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:	(212) 373-3722		
Email:	rjerry@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Ruel Jerry		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	020096-00028		
NAME OF SUBMITTER:	Ruel Jerry		
SIGNATURE:	/Ruel Jerry/		
DATE SIGNED:	02/15/2023		

CH \$90.00 6044220

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of December 13, 2022 (the “Effective Date”), is made by and between Broadway Brands LLC, a New York limited liability company (the “Assignor”) and BB Brands Holdings, Inc., a New York corporation (the “Assignee”).

WITNESSETH:

WHEREAS, Assignee and Assignor entered into that certain General Assignment, Bill of Sale and Assumption Agreement, dated as of December 13, 2022 (the “General Assignment Agreement”);

WHEREAS, pursuant to the General Assignment Agreement, Assignor has contributed, assigned, transferred, conveyed and delivered to Assignee all of the Assignor’s right, title and interest in, to and under all of the trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the “Assigned Trademarks”); and

WHEREAS, Assignee has acquired all of Assignor’s right, title and interest in and to the Assigned Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the General Assignment Agreement.

Section 2. Assignment. Pursuant to the General Assignment Agreement, Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Authorization. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor’s right, title and interest in and to the Assigned Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

Section 4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

Section 5. Entire Agreement. This Agreement, together with the General Assignment Agreement and the Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement is subject to all the terms and conditions of the General Assignment Agreement. The Parties intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Trademark Assignment Agreement, which govern the parties' rights and interests in the Assigned Trademarks.

Section 6. Further Assurances. The Assignor hereby covenants and agrees that it will from time to time after delivery of this Agreement and without further consideration, at the Assignee's request, execute and deliver such further instruments of conveyance and transfer and take such additional actions as the Assignee may reasonably request to effect the intent of this Agreement and to assist the Assignee in preserving or perfecting its rights in the Assigned Trademarks.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Signatures to this Agreement delivered by facsimile or in .pdf or other electronic format shall be acceptable and binding and treated in all respects as having the same effect as an original signature.

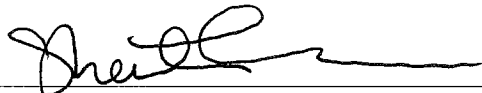
[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

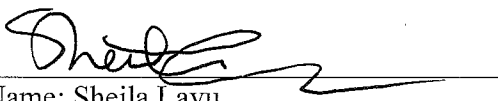
BROADWAY BRANDS LLC

By: BB Brands Holdings, Inc., its sole member

By: 
Name: Sheila Lavu
Title: Secretary

ASSIGNEE:

BB BRANDS HOLDINGS, INC.

By: 
Name: Sheila Lavu
Title: Secretary

Schedule 1

Trademarks

Mark	Application No.	Filing Date	Registration No.	Registration Date	Int'l Classes	Status
BROADWAY BRANDS	88219310	December 6, 2018	6044220	April 28, 2020	41, 42	Registered
BROADWAY BRIEFING	87912327	May 8, 2018	5735738	April 23, 2019	41	Registered
BROADWAY NEWS	87365576	March 9, 2017	5326158	October 31, 2017	41	Registered