

900472209 10/31/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM496227

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brain Buster Enterprises, LLC		10/29/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TP Apparel LLC		
Street Address:	36 East 20th Street, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: UNITED STATES NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4692104	TEEPUBLIC	
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:	2124303144		
Email:	ahaertel@gunder.com		
Correspondent Name:	Alexa Haertel		
Address Line 1:	220 West 42nd Street, Floor 17		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:		Alexa R. Haertel	
SIGNATURE:		/ARH/	
DATE SIGNED:		10/31/2018	
Total Attachments: 4			
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OP \$40.00 4692104

EXHIBIT C

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of October, 23 2018 ("Effective Date") by and between **Brain Buster Enterprises, LLC**, a Florida limited liability company, having a place of business at 36 East 20th Street, 8th Floor, New York, New York 10003 ("Assignor") and **TP Apparel, LLC**, a New York limited liability company, having a place of business at 36 East 20th Street, 8th Floor, New York, New York 10003 ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Contribution Agreement (defined below).

WHEREAS, Assignor has adopted, is using and is the sole owner of the right, title, interest and goodwill in and to the trademarks and service marks as set forth on Schedule A hereto (the "Mark");

WHEREAS, the parties have entered into a Contribution Agreement dated October 23, 2018 (the "Contribution Agreement") pursuant to which Assignor transferred to Assignee the Mark and all rights therein;

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to execute and deliver this Trademark Assignment.

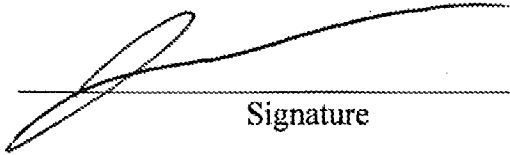
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to: (i) the Mark and all issuances, extensions and renewals thereof, (ii) the goodwill of the business symbolized by and associated with the Mark, (iii) all worldwide and common law rights that Assignor may have in the Mark, (iv) the right to prosecute any new applications for the Mark and enjoy the benefits of any registrations resulting therefrom worldwide, and (v) the right to sue and recover for, and the right to payments, royalties, profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or such associated goodwill, and Assignor further agrees to execute and have executed all documents, instruments and papers and to perform all acts at the sole expense of Assignee, as deemed reasonably necessary by Assignee, its successors and assigns, to perfect in and ensure proper assignment to Assignee, its successors and assigns, the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents.
2. Nothing contained in this Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Contribution Agreement.
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed in that state and without regard to any applicable conflicts of law.

5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Assignment by such party.

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of this 29th day of October, 2018

ASSIGNOR: **BRAIN BUSTER ENTERPRISES, LLC**
BY: Josh Abramson
TITLE: CEO


Signature

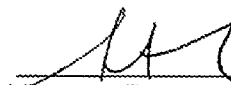
STATE OF New York }
COUNTY OF Richmond } ss.

On this 29 day of October 2018, before me, Steven Cassano, Notary Public, personally appeared Joshua Abramson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal, this 29 day of October 2018

SEAL:

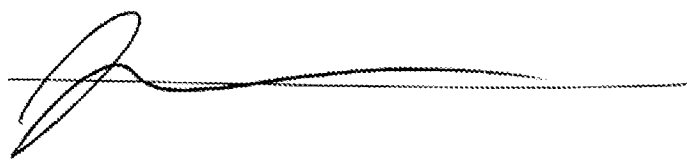
STEVEN CASSANO
NOTARY PUBLIC STATE OF NEW YORK
RICHMOND COUNTY
LIC. #0104209148
COM. EXP. <u>04/18/2019</u>


NOTARY PUBLIC
NAME: Steven Cassano

COMMISSION EXPIRES: 04/18/2019

The foregoing Assignment is hereby accepted as of the 29th day of October, 2018

ASSIGNEE: **TP APPAREL LLC**
BY: Josh Abramson
TITLE: CEO



Signature

Schedule A

TRADEMARK REGISTRATIONS AND REGISTRATION APPLICATIONS

Trademark	Country	Classes	Ser. No.	Reg. No.	Status	App. Date	Reg. Date
TEEPUBLIC	US	Standard Character Mark	86338527	4692104	LIVE	July 16, 2014	February 24, 2015