

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729951

|                              |                      |
|------------------------------|----------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT       |
| <b>NATURE OF CONVEYANCE:</b> | TRADEMARK ASSIGNMENT |

## CONVEYING PARTY DATA

| Name                         | Formerly | Execution Date | Entity Type                   |
|------------------------------|----------|----------------|-------------------------------|
| TEB CAPITAL MANAGEMENT, INC. |          | 05/14/2020     | Corporation:<br>MASSACHUSETTS |

## RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | TBD TM, LLC                         |
| <b>Street Address:</b> | 888 BOYLSTON STREET                 |
| <b>City:</b>           | BOSTON                              |
| <b>State/Country:</b>  | MASSACHUSETTS                       |
| <b>Postal Code:</b>    | 02199                               |
| <b>Entity Type:</b>    | Limited Liability Company: DELAWARE |

## PROPERTY NUMBERS Total: 41

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5697992 | TB12      |
| Registration Number: | 5697993 | TB12      |
| Registration Number: | 5596561 | TB12      |
| Registration Number: | 5716255 | TB12      |
| Registration Number: | 5697994 | TB12      |
| Registration Number: | 5697995 | TB12      |
| Registration Number: | 5697996 | TB12      |
| Registration Number: | 5697997 | TB12      |
| Registration Number: | 5171698 | TB12      |
| Registration Number: | 5171699 | TB12      |
| Registration Number: | 5697822 | TB12      |
| Registration Number: | 5318569 | TB12      |
| Registration Number: | 5829317 | TB12      |
| Registration Number: | 6309123 | TB12      |
| Registration Number: | 5697820 | TB12      |
| Registration Number: | 5284248 | TB12      |
| Registration Number: | 5470520 | TB12      |
| Registration Number: | 5284251 | TB12      |
| Registration Number: | 6309124 | TB12      |

OP \$1040.00 5697992

TRADEMARK

| Property Type        | Number   | Word Mark       |
|----------------------|----------|-----------------|
| Registration Number: | 5284250  | TB12            |
| Registration Number: | 5284252  | TB12            |
| Registration Number: | 5284247  | TB12            |
| Registration Number: | 5284249  | TB12            |
| Registration Number: | 5697823  | TB12            |
| Registration Number: | 5697821  | TB12            |
| Registration Number: | 5829316  | TB12            |
| Registration Number: | 4602837  | TB12            |
| Registration Number: | 3642708  | TB12            |
| Registration Number: | 5404432  | TB12 FOUNDATION |
| Registration Number: | 5911696  | TB12            |
| Registration Number: | 5911695  | TB12            |
| Registration Number: | 5755161  | TB12            |
| Registration Number: | 5848575  | TB12            |
| Registration Number: | 5932017  | TB12            |
| Registration Number: | 5937724  | TB12            |
| Registration Number: | 6188953  | TB12            |
| Registration Number: | 6188952  | TB12            |
| Serial Number:       | 87830261 | TB12            |
| Serial Number:       | 87830267 | TB12            |
| Serial Number:       | 88861614 | TOMPA BAY       |
| Serial Number:       | 88861619 | TAMPA BRADY     |

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:**

7145401235

**Email:**

IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

**Correspondent Name:**

LATHAM & WATKINS LLP

**Address Line 1:**

650 Town Center Drive, 20th Floor

**Address Line 4:**

Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:**

060543-10

**NAME OF SUBMITTER:**

KRISTIN J AZCONA

**SIGNATURE:**

/kja/

**DATE SIGNED:**

05/24/2022

**Total Attachments: 9**

source=TEB to TBD Trademark Assignment Agreement of TB12 Trademarks dated 14 May 2020 (fully executed)#page1.tif

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executed)#page2.tif

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Trademark Assignment") is effective as of May 14, 2020, by and between **TEB CAPITAL MANAGEMENT, INC.**, a Massachusetts corporation, as assignor ("Assignor"), and **TBD TM, LLC**, a Delaware limited liability company, as assignee ("Assignee" and together with Assignor, the "Parties").

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are 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) all trademarks, trademark registrations and trademark applications owned by Assignor including the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with all common law rights in such Assigned Trademarks and the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing 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 any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in other applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**TEB CAPITAL MANAGEMENT, INC.**

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

Name: Thomas Edward Patrick Bredy Jr.

Title: President

**ASSIGNEE:**

**TBD TM, LLC**

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

Name: Thomas Edward Patrick Bredy Jr.

Title: President.