

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Matthew Aaron Abfalter		10/30/2008	INDIVIDUAL: UNITED STATES
Herbert Gracia		10/30/2008	INDIVIDUAL: UNITED STATES
Johnny Ray Travis Jr.		10/30/2008	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Faze Apparel		
<b>Street Address:</b>	20 Cedro ave		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94127		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77404461	F.A.Z.E.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)405-0569		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	916 337 8225		
<b>Email:</b>	mattabfalter@gmail.com		
<b>Correspondent Name:</b>	Matthew Abfalter		
<b>Address Line 1:</b>	20 Cedro ave		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94127		
<b>NAME OF SUBMITTER:</b>	Matthew Abfalter		
<b>Signature:</b>	/Matthew Abfalter/		
<b>Date:</b>	11/03/2008		

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Total Attachments: 3

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## ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made and entered into as of this 30<sup>th</sup> day of October, 2008, by and between Matthew Aaron Abfalter, Herbert Gracia, and Johnny Ray Travis, Jr, on the one hand ("Assignors"), and F.A.Z.E. Apparel, a corporation organized under the laws of the California ("Assignee"), on the other hand.

**WHEREAS**, Assignors have filed an Intent to Use application with the United States Patent and Trademark Office for the mark F.A.Z.E., or USPTO Serial Number 77/404,461 ("the Application"), in connection with the manufacture and/or sale of goods identified therein, a copy of which is attached hereto as Exhibit 1; and

**WHEREAS**, Assignee wishes to acquire and Assignors wish to assign the entire right, title, interest, and goodwill in and to and associated with the Application; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over to Assignee, its successors and assigns, the entire right, title, interest, and goodwill in and to and associated with the Application, including any renewals and extensions of the registration related thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, and together with all rights to sue and recover for any past infringements, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignors shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits,

specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of the Application; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Application including, but not limited to, testifying as to any facts relating to the Application assigned herein and this Assignment; (3) in obtaining any additional trademark protection for trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignors authorize and request the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Application in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

IN TESTIMONY WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned thereunto duly authorized this 30<sup>th</sup> day of October, 2008.

WITNESS:

F.A.Z.E. APPAREL

Carla Hall Belmonte

By: Faze Apparel  
Name: Herbert Gracia  
Title: CO-owner

Carla Hall Belmonte

M. Alfalter  
Matthew Aaron Abfalter

Carla Hall Belmonte

Herbert Gracia  
Herbert Gracia

Carla Hall Belmonte

J. Travis  
Johnny Ray Travis, Jr.