

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shade Clothing, LLC		07/30/2010	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Gym-Mark, Inc.		
Street Address:	500 Howard Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3306515	SHADE CLOTHING	
Registration Number:	3921175	SHADE	
CORRESPONDENCE DATA			
Fax Number:	(415)773-5759		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-773-5700		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Chelseaa E.L. Bush/Elayne Ricci		
Address Line 1:	405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	21536-28		
NAME OF SUBMITTER:	Chelseaa Bush		
Signature:	/chelseaa bush/		

CH \$65.00 3306515

Date:

04/21/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

Shade Clothing, LLC, a Utah limited liability company, with an address of 864 South 490 West #2, Pleasant Grove, Utah 84062 (hereinafter "Assignor"), is the owner of record in the United States Patent and Trademark Office of the following trademarks and service marks:

Shade Clothing, U.S. Trademark Serial No. 78611847, Registration No. 3306515, Registration Date: October 9, 2007;

Shade Company, U.S. Trademark Serial No. 78952199, Filing Date: October 9, 2007;

Basic Black by Shade, U.S. Trademark Serial No. 77012045, Filing Date: October 2, 2006 (collectively, the "Trademarks").

together with the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, all common law rights, all causes of action, and all claims for damages, profits and other awards by reason of past infringement, dilution, misappropriation or other violations thereof, including the right to sue therefor.

Gym-Mark, Inc., a California corporation, with offices at 500 Howard Street, San Francisco, California 94105 (hereinafter "Assignee"), desires to acquire the Trademarks, including the goodwill of the business associated therewith and symbolized thereby and all rights appurtenant thereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to Assignor in hand paid, the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, free of all encumbrances, Assignor's entire right, title and interest throughout the world in and to the Trademarks, together with the goodwill of the business associated therewith and symbolized thereby, and together with all rights appurtenant thereto, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past, present or future infringement, dilution, misappropriation, or other violation thereof, and the right to sue therefor.

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for Trademarks and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of assignee or its successors, assigns, or nominees to apply for Trademarks and to claim the aforesaid benefits of the right of property provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which may be required to transfer all of Assignor's rights, title and interest in and to the Trademarks and/or the rights appurtenant thereto to Assignee, its successors or assigns.

Assignor acknowledges and agrees that it has the power and authority to assign the Trademarks to Assignee.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their names this 30th day of July, 2010.

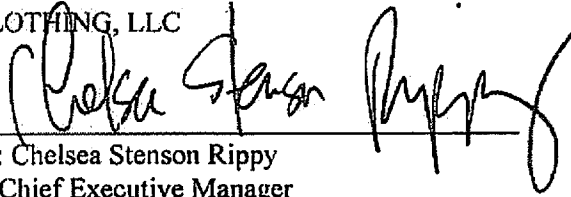
ASSIGNOR:

SHADE CLOTHING, LLC

Signature: _____

Print Name: Chelsea Stenson Rippy

Print Title: Chief Executive Manager



ASSIGNEE:

GYM-MARK, INC.

Signature: _____

Print Name: _____

Print Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 004526 FRAME: 0721

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their names this 30th day of July, 2010.

ASSIGNOR:

SHADE CLOTHING, LLC

Signature: _____

Print Name: Chelsea Stenson Rippy

Print Title: Chief Executive Manager

ASSIGNEE:

GYM-MARK, INC.

Signature:  _____

Print Name: Matthew K. McCauley

Print Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]