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TO: CAROLYN SARNECKI COMPANY: PO BOX 1137

06/22/2011



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Electronic Version v1.1
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05.12.2011

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrew T Samecki		03/23/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hippy Tree, LLC		
Street Address:	P.O. Box 1137		
City:	Hermosa Beach		
State/Country:	CALIFORNIA		
Postal Code:	90254		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3209071		
Registration Number:	3238171	HIPPY TREE	
CORRESPONDENCE DATA			
Fax Number:	(310)214-2100		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	424.201.0682		
Email:	carolyn.hippytree@gmail.com		
Correspondent Name:	Carolyn Samecki		
Address Line 1:	PO Box 1137		
Address Line 4:	Hermosa Beach, CALIFORNIA 90254		
NAME OF SUBMITTER:		Andrew Samecki	
Signature:		/andrew samecki/	
Date:		05/12/2011	
Total Attachments: 5			

OP \$65.00 3209071

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Excerpts from:

LIMITED LIABILITY COMPANY AGREEMENT
FOR
HIPPI TREE, LLC
A California Limited Liability Company

THE MEMBERSHIP INTERESTS ISSUED UNDER THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR REGISTERED OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS, IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION AND QUALIFICATION PROVIDED IN THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS. THE MEMBERSHIP INTERESTS MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND QUALIFICATION OR REGISTRATION UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED. IN ADDITION, THE MEMBERSHIP INTERESTS ISSUED UNDER THIS AGREEMENT MAY BE SOLD OR TRANSFERRED ONLY IN COMPLIANCE WITH THE RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

This Agreement is dated for reference as of
March 23, 2011

*See Section 1.6 on page 1 for
trademark transfer/conveyance language.*

Hippy Tree, LLC

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement of Hippy Tree, LLC, a California limited liability company ("Company"), is dated for reference as of March 23, 2011, by and among each of the Persons who is a signatory upon the Member Signature Page affixed hereto, and any other Person who becomes a party pursuant to the provisions of this Agreement. All capitalized terms used in this Agreement are defined in Addendum A hereto or other applicable sections of this Agreement. This Agreement governs the relationship of the Members to the Company and among themselves, as well as the management of the Company by the Members.

In consideration of the covenants and conditions contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. ORGANIZATION, PURPOSE AND DEFINITIONS.

1.1 FORMATION OF COMPANY. The Members desire to form a California limited liability company known as Hippy Tree, LLC, pursuant to the Act. The Articles of Organization have been filed with the Secretary of State.

1.2 PURPOSE. The purpose of the Company is to do the following:

1.2.1 To engage in the designing, manufacturing, publishing and selling of surf, outdoor and eco-inspired apparel, print materials and accessories; and

1.2.2 Engage in all acts not prohibited by law or this Agreement which are necessary or appropriate to the conduct of the business described in Section 1.2.1 by the Company.

1.3 LAWS GOVERNING LIMITED LIABILITY COMPANY AGREEMENT. This Agreement is subject to, and governed by, the mandatory provisions of the Act and the Articles of Organization filed with the Secretary of State, as both may be amended from time to time.

1.4 TERM OF LIMITED LIABILITY COMPANY. The term of the Company shall be perpetual, unless the Company is earlier terminated upon its Dissolution as provided in this Agreement.

1.5 NO INDIVIDUAL AUTHORITY FOR THE MEMBERS. No Member, unless such a Member shall be a Manager, shall have authority to act for, or to undertake or assume, any obligation, debt, duty or responsibility on behalf of the Company except as provided in this Agreement.

1.6 TITLE TO ALL PROPERTIES HELD IN NAME OF THE COMPANY; USE OF COMPANY NAME. All real and personal property owned or purchased by the Company shall be held, owned, and conveyed in the name of the Company. Except as set forth in this Agreement, all real and personal property owned or created for the Company by the Members, including but not limited to artwork, designs, photography, paraphernalia and the trademarks currently registered with the U.S. Patent and Trademark Office under Andrew Sarnecki's name (Registration Nos. 3,238,171 and 3,209,071) shall be held, owned, and conveyed in the name of the Company. The Members shall not use the name of the Company or any substantially similar name in connection with any business or commercial enterprise, except in connection with the business of this Company. No Member shall, by reason of its Membership interest in the Company, acquire or have any right or title to or interest in the name of the Company. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be

owned by the Company as an entity, and the Members, individually, shall not have ownership of such property.

1.7 MAINTENANCE OF REGISTERED OFFICE AND AGENT FOR SERVICE OF PROCESS IN CALIFORNIA. The agent for service of process of the Company in California shall be such registered agent as the Manager may decide from time to time.

1.8 COMPANY ADDRESS. The principal place of business of the Company shall be located at such place as the Manager may decide from time to time.

1.9 FILING OF FICTITIOUS BUSINESS NAME STATEMENTS. The Manager may file such Fictitious Business Name Statements as may be required or desirable under the laws of such places outside the State of California in which it holds assets or conducts business activities.

1.10 OTHER FORMATION MATTERS. The Manager shall authorize the establishment of one or more depository accounts for the funds of the Company and designate Person(s) authorized to draw against such accounts on behalf of the Company.

1.11 DEFINITIONS OF TERMS. The capitalized terms used in this Agreement shall have the meanings ascribed to them either in the text of this Agreement or as set forth in the list of definitions in Addendum A attached hereto and incorporated by reference herein.

2. MEMBERS; CAPITAL CONTRIBUTIONS AND WITHDRAWALS; MEMBERSHIP INTERESTS; ADMISSIONS.

2.1 GENERAL. The Company shall maintain a schedule of all Members (the "Membership Schedule"), their respective addresses, and amount of Percentage Interest, and Capital Contributions. A copy of the Membership Schedule as of the date designated thereon is affixed hereto as Schedule A, incorporated by reference herein and made a part hereof. The Manager may amend Schedule A from time to time to reflect the withdrawal of Members, Transfer of Membership Interests and addition of new Members.

2.2 CAPITAL CONTRIBUTION. "Capital Contribution" refers to the total amount of cash and the agreed fair market value (net of liabilities) of other property contributed to the Company by each Member prior to, on or after the Effective Date of this Agreement. The Company shall maintain the Membership Schedule to reflect all Capital Contributions made by the Members as set forth on Schedule A attached hereto.

2.3 ADDITIONAL CAPITAL CONTRIBUTIONS.

2.3.1 No Member shall be required to make any Capital Contributions to the Company other than as otherwise agreed in writing by such Member.

2.3.2 A Deficit Capital Account of any Member shall not be deemed to be a liability of such Member or an asset or property of the Company (or the Member). Furthermore, no Member shall have any obligation to the Company, to any other Member or to any third party for any deficit balance in such Member's Capital Account.

2.4 CAPITAL CALLS.

2.4.1 If, at anytime, the Manager determines that the Company requires funds for the

15.17 CAPACITY TO SIGN. Each natural Member represents and warrants that he or she possesses all necessary capacity and authority to sign and enter this Agreement. All individuals signing this Agreement for a Member who is a corporation, a membership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, represent and warrant that he, she or it has the necessary capacity and authority to act for, sign, and bind the respective entity or principal upon whose behalf they are signing.

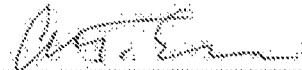
15.18 Intentionally Omitted.

15.19 INTEGRATION. This Agreement sets forth the entire agreement between the parties with regard to the subject matter of this Agreement. All agreements, covenants, representations and warranties, expressed or implied, oral or written, of the parties with regard to the subject matter of this Agreement are contained in this Agreement and the documents referred to in this Agreement or implementing the provisions of this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Member to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement are waived, merged in this Agreement and/or the Schedules or Exhibits referred to herein, and superseded by this Agreement, including, without limitation, any attachments to this agreement. This is an integrated agreement.

15.20 INDEPENDENT COUNSEL. Each Member and the Company acknowledges that Bushalter Nemer ("BN") has represented only the Company and BN does not represent any other Member in connection with this Agreement or otherwise. Each of the Members has been advised of its right to seek independent legal counsel and has done so to the extent deemed necessary. Each Member hereby agrees and consents to the future representation of the Company by BN, and that the representation of the Company and Company by BN shall never be claimed as a breach of any fiduciary duty now owed or in the future owed to such Member.

IN WITNESS WHEREOF, the Members of the Company have executed this Agreement effective as of the day and year first above written.

Hippy Tree, LLC
P.O. Box 1137
Hermosa Beach, CA 90254

By: 

Name: Andrew Sarnecki
Title: Founder & CEO

SEE ATTACHED MEMBER AND MANAGER SIGNATURE PAGE

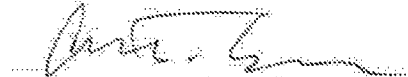
MEMBER AND MANAGER SIGNATURE PAGE

TO:

Hippy Tree, LLC

LIMITED LIABILITY COMPANY AGREEMENT

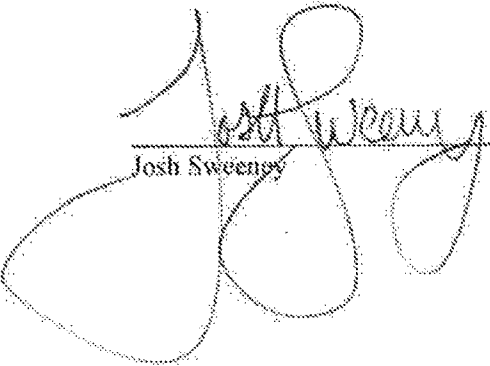
MEMBERS AND MANAGERS:



Andrew Samecki



Carolyn Samecki



Josh Sweeney 3/23/11

Execution Copy