

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
No Fear Retail Stores, Inc.		07/25/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	No Fear USA Limited
<b>Street Address:</b>	Unit A, Brook Park East
<b>City:</b>	Shirebrook
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	NG20 8RY
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Serial Number:	76371996	FEAR THIS
Serial Number:	78204767	NO FEAR
Serial Number:	78341689	NF-155
Serial Number:	78313223	NO FEAR
Serial Number:	78341792	NO FEAR
Serial Number:	78574687	NO FEAR
Serial Number:	74137108	NO FEAR
Serial Number:	74328751	NO FEAR
Serial Number:	78173294	NO FEAR
Serial Number:	74259836	NO FEAR
Serial Number:	74323845	NO FEAR
Serial Number:	74405723	NO FEAR
Serial Number:	74405722	NO FEAR
Serial Number:	74389685	NO FEAR

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Serial Number:	74468095	NO FEAR
Serial Number:	77404289	NO FEAR
Serial Number:	74390275	NO FEAR
Serial Number:	74445613	NO FEAR
Serial Number:	74419131	FEAR THIS
Serial Number:	74408721	NO FEAR
Serial Number:	74578037	FEAR ME
Serial Number:	74381937	FEAR GOD
Serial Number:	74427700	NO FEAR
Serial Number:	74571491	FEAR THIS
Serial Number:	75106655	NO FEAR
Serial Number:	75107086	NO FEAR
Serial Number:	75170541	FACE YOUR FEARS
Serial Number:	74571492	NO FEAR
Serial Number:	74543996	NO FEAR
Serial Number:	75143165	FEAR GOD
Serial Number:	74565651	FEAR NO FISH

**CORRESPONDENCE DATA**

Fax Number: (213)620-1398  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213.620.1780  
Email: uspto-tm-oc@sheppardmullin.com  
Correspondent Name: Sheppard Mullin Richter & Hampton LLP  
Address Line 1: 333 S. Hope Street  
Address Line 2: 48th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 28LV-162748

**DOMESTIC REPRESENTATIVE**

Name: Sheppard Mullin Richter & Hampton LLP  
Address Line 1: 333 S. Hope Street  
Address Line 2: 48th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Terry Contreras

Signature: /tc/

Date: 07/28/2011

**Total Attachments: 9**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is entered into and made effective as of July 25, 2011 (the "Effective Date"), by and between No Fear Retail Stores, Inc., a California corporation and No Fear USA Limited, an English company (the "Assignee").

**RECITALS:** This Assignment is made with reference to the following facts and objectives:

1. Assignor, together with Simo Holdings, Inc., a California corporation and No Fear MX, Inc., a California corporation (collectively, the "Sellers") and Brands Holdings Limited ("BHL") entered into that certain Asset Purchase Agreement dated as of July 8, 2011 (as amended, the "Asset Purchase Agreement"), pursuant to which Sellers agreed to sell to BHL or BHL's designee, and BHL or BHL's designee agreed to purchase from Sellers all of Sellers' right, title and interest in and to those assets set forth in the APA (the "Purchased Assets"). The Asset Purchase Agreement includes the sale of certain Assigned Copyrights, Assigned Trademarks, Assigned Patents and other intellectual property, as defined and described in the Asset Purchase Agreement as "Assigned IP", and as described in Section 1.1 and Schedules 1.1(a)(i), 1.1(a)(ii), and 1.1(a)(iii) (collectively, the "Intellectual Property").

2. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title and interest in and to the Intellectual Property on Schedule 1 attached hereto (the "No Fear Retail Stores Intellectual Property"). Assignee is BHL's designee for the No Fear Retail Stores Intellectual Property.

**AGREEMENT:** Now, therefore, pursuant to the Asset Purchase Agreement and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the No Fear Retail Stores Intellectual Property together with (a) the inventions covered by and disclosed in the No Fear Retail Stores Intellectual Property; (b) any patent application(s) filed as a continuation, division, or continuation-in-part of any of the No Fear Retail Stores Intellectual Property, any patents issuing therefrom, and reissues, reexaminations, and extensions of any such patents; (c) any patent application(s) filed in relation to any inventions that are the subject of the invention disclosures within the No Fear Retail Stores Intellectual Property; (d) any foreign counterpart to the patent(s) and patent application(s) described above (including divisions, continuations, confirmations, additions, renewals, or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; (e) all rights and privileges granted and secured thereby, including, without limitation, any resulting trademark registration; (f) all rights in copyrights, including all registered and unregistered copyrights and applications therefor and other rights of authorship and exploitation, mask work rights, and all other rights of a similar nature, literary artistic or other works; (g) all associated common law rights; (h) the goodwill of the business symbolized thereby; (i) the right to create derivative works of the No Fear Retail Stores Intellectual Property

and to retain full ownership of such derivatives; (j) the right to file and prosecute applications for registration now pending or hereinafter initiated, to protect any rights in the No Fear Retail Stores Intellectual Property; and (k) all income, royalties, damages, or payments due or payable including, without limitation, all claims for damages as well as the right to seek any and all remedies available at law or in equity by reason of past, present, or future infringement or other unauthorized use of No Fear Retail Stores Intellectual Property, with the right to sue for and collect such damages.


2. All said right, title and interest shall be held and enjoyed by Assignee, for its use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment of No Fear Retail Stores Intellectual Property had not been made.

3. Upon Assignee's request, Assignor agrees to promptly take all reasonable actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be necessary to vest, secure, perfect, maintain, protect, or enforce the rights and interests of Assignee in and to the No Fear Retail Stores Intellectual Property and the right to secure any continuations, divisions, continuations-in-part, reexaminations or extensions associated with the No Fear Retail Stores Intellectual Property, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment provided, however, that Assignor shall be under no obligation to incur any material cost or expense in connection with their obligations under the Assignment.

Nothing contained herein is intended to or shall be construed to modify, alter, amend, supersede or otherwise change any of the terms, conditions, covenants, warranties, representations or any other provisions of the Asset Purchase Agreement. In the event of any conflict between the terms and conditions hereof and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed on the date first written above.

**ASSIGNEE:  
NO FEAR USA LIMITED**

By:   
Name: NEIL MOLTON  
Title: DIRECTOR

**ASSIGNOR:  
NO FEAR RETAIL STORES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Assignment of Intellectual  
Property  
No Fear Retail Stores*

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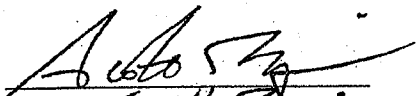
**TRADEMARK  
REEL: 004592 FRAME: 0888**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed on the date first written above.

**ASSIGNEE:**  
**NO FEAR USA LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR:**  
**NO FEAR RETAIL STORES, INC.**

By:   
Name: Scott Benjamin  
Title: VP

W02-WEST:7RY1403710794

*Assignment of Intellectual  
Property  
No Fear Retail Stores*

**TRADEMARK**  
**REEL: 004592 FRAME: 0889**

**Schedule 1**

Assigned Trademarks

(see attached)



*Assignment of Intellectual  
Property  
No Fear Retail Stores*

W02-WEST:7RY1\403710794


**TRADEMARK  
REEL: 004592 FRAME: 0890**



ASSIGNED TRADEMARKS  
NO FEAR RETAIL STORES, INC.

Trademark	Class	Country Status	Application No. Registration No.	Application Date Registration Date	Owner
FEAR THIS	6, 12	United States Registered	76371996 2976860	2/19/2002 7/26/2005	NO FEAR RETAIL STORES, INC.
NO FEAR	5, 32	United States Registered	78204767 2995742	1/17/2003 9/13/2005	NO FEAR RETAIL STORES, INC.
NF-155	12	United States Registered	78341689 2999104	12/16/2003 9/20/2005	NO FEAR RETAIL STORES, INC.
NO FEAR	29	United States Registered	78313223 3098868	10/14/2003 5/30/2006	NO FEAR RETAIL STORES, INC.
NO FEAR	12	United States Registered	78341792 3104724	12/16/2003 6/13/2006	NO FEAR RETAIL STORES, INC.
NO FEAR	30	United States Registered	78574687 3140408	2/24/2005 9/5/2006	NO FEAR RETAIL STORES, INC.
<b>NO FEAR</b> stylized 	16, 25, 28	United States Registered	74137108 1737420	2/7/1991 12/1/1992	NO FEAR RETAIL STORES, INC.
<b>NO FEAR</b> stylized 	18	United States Registered	74328751 1822026	11/6/1992 2/15/1994	NO FEAR RETAIL STORES, INC.
NO FEAR	32	United States	78173294	10/10/2002	NO FEAR RETAIL

Trademark	Class	Country Status	Application No. Registration No.	Application Date Registration Date	Owner
		Registered	2818464	2/24/2004	STORES, INC.
<b>NO FEAR</b> <b>stylized</b> <b>NO FEAR</b>	25	United States Registered	74259836 1842402	3/27/1992 6/28/1994	NO FEAR RETAIL STORES, INC.
NO FEAR	14, 25	United States Registered	74323845 1855031	10/19/1992 9/20/1994	NO FEAR RETAIL STORES, INC.
NO FEAR	9	United States Registered	74405723 1870426	6/25/1993 12/27/1994	NO FEAR RETAIL STORES, INC.
NO FEAR	28	United States Registered	74405722 1870682	6/25/1993 12/27/1994	NO FEAR RETAIL STORES, INC.
NO FEAR	12	United States Registered	74389685 1870475	5/13/1993 12/27/1994	NO FEAR RETAIL STORES, INC.
NO FEAR	42	United States Registered	74468095 1891475	12/10/1993 4/25/1995	NO FEAR RETAIL STORES, INC.
NO FEAR	12	United States Registered	77404289 3628203	2/22/2008 5/26/2009	NO FEAR RETAIL STORES, INC.
NO FEAR	5, 10	United States Registered	74390275 1906208	5/14/1993 7/18/1995	NO FEAR RETAIL STORES, INC.
NO FEAR	28	United States Registered	74445613 1907882	10/12/1993 7/25/1995	NO FEAR RETAIL STORES, INC.
FEAR THIS	16	United States	74419131	8/2/1993	NO FEAR RETAIL

Trademark	Class	Country Status	Application No. Registration No.	Application Date Registration Date	Owner
		Registered	1912489	8/15/1995	STORES, INC.
NO FEAR	3	United States Registered	74408721 1979971	7/6/1993 6/11/1996	NO FEAR RETAIL STORES, INC.
FEAR ME	25	United States Registered	74578037 1981665	9/26/1994 6/18/1996	NO FEAR RETAIL STORES, INC.
<b>FEAR GOD</b> stylized 	16, 25	United States Registered	74381937 2019466	4/23/1993 11/26/1996	NO FEAR RETAIL STORES, INC.
NO FEAR	10	United States Registered	74427700 2040860	8/23/1993 2/25/1997	NO FEAR RETAIL STORES, INC.
FEAR THIS	25	United States Registered	74571491 2044263	9/9/1994 3/11/1997	NO FEAR RETAIL STORES, INC.

NO FEAR stylized <b>NO FEAR</b>	25	United States <i>Registered</i>	75106655 2055148	5/20/1996  4/22/1997	NO FEAR RETAIL STORES, INC.
NO FEAR stylized <b>NO FEAR</b>	25	United States <i>Registered</i>	75107086 2055158	5/20/1996  4/22/1997	NO FEAR RETAIL STORES, INC.
FACE YOUR FEARS	25	United States <i>Registered</i>	75170541 2065291	9/23/1996  5/27/1997	NO FEAR RETAIL STORES, INC.
NO FEAR	16	United States <i>Registered</i>	74571492 2093391	9/9/1994  9/2/1997	NO FEAR RETAIL STORES, INC.
NO FEAR	18, 25	United States <i>Registered</i>	74543996 2095492	6/30/1994  9/9/1997	NO FEAR RETAIL STORES, INC.
FEAR GOD	25	United States <i>Registered</i>	75143165 2203143	8/1/1996  11/10/1998	NO FEAR RETAIL STORES, INC.
FEAR NO FISH	25	United States <i>Registered</i>	74565651 2285679	8/25/1994  10/12/1999	NO FEAR RETAIL STORES, INC.