

**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
Simo Holdings, Inc.	FORMERLY No Fear, 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: 14**

Property Type	Number	Word Mark
Serial Number:	76008136	
Serial Number:	78399350	
Serial Number:	76323190	THESE COLORS DON'T RUN
Serial Number:	77507782	
Serial Number:	74580025	NO VIOLENCE
Serial Number:	74681919	
Serial Number:	77100328	FEARLESS
Serial Number:	77583077	SO CAL
Serial Number:	74592911	FEARLESS FACTORY
Serial Number:	74468513	FEARLESS
Serial Number:	85054125	SO CAL
Serial Number:	77703622	FEARLESS
Serial Number:	78928343	NO CAL
Serial Number:	73793133	FEARLESS

CH \$365.00 76008136

**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
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**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
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Signature:	/tc/
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Date:	07/28/2011
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**Total Attachments: 7**  
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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 Simo Holdings, Inc. formerly known as No Fear Inc., a California corporation (the "Assignor") 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 No Fear Retail Stores, 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 Schedules 1 and 2 attached hereto (the "Simo Holdings Intellectual Property"). Assignee is BHL's designee for the Simo Holdings 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 Simo Holdings Intellectual Property together with (a) the inventions covered by and disclosed in the Simo Holdings Intellectual Property; (b) any patent application(s) filed as a continuation, division, or continuation-in-part of any of the Simo Holdings 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 Simo Holdings 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 Simo Holdings 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 Simo Holdings 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 Simo Holdings 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 Simo Holdings 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 Simo Holdings Intellectual Property and the right to secure any continuations, divisions, continuations-in-part, reexaminations or extensions associated with the Simo Holdings 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:  
SIMO HOLDINGS, INC.,  
f/k/a NO FEAR INC.**

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

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*Assignment of  
Intellectual Property  
Simo Holdings*

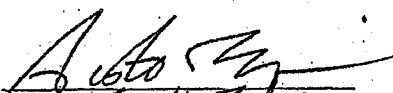
**TRADEMARK  
REEL: 004592 FRAME: 0910**

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:**  
**SIMO HOLDINGS, INC.,**  
**f/k/a NO FEAR INC.**

By:   
Name: Scott S. Benjamin  
Title: VP

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*Assignment of  
Intellectual Property  
Simo Holdings*

**TRADEMARK**  
**REEL: 004592 FRAME: 0911**

**Schedule 1**

Assigned Trademarks




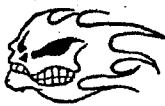
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*Assignment of Intellectual  
Property  
Simo Holdings*

**TRADEMARK**  
**REEL: 004592 FRAME: 0912**

ASSIGNED TRADEMARKS  
SIMO HOLDINGS, INC., f/k/a NO FEAR, INC.

Trademark	Class	Country Status	Application No. Registration No.	Application Date Registration Date	Owner
 "podium" design	9, 25	United States Registered	76008136 2446306	3/23/2000 4/24/2001	NO FEAR, INC.
 "podium" design	9, 28	United States Registered	78399350 3040240	4/9/2004 1/10/2006	NO FEAR, INC.
THESE COLORS DON'T RUN	25	United States Registered	76323190 2570147	10/9/2001 5/14/2002	NO FEAR, INC.
"skull with wings" design 	25	United States Registered	77507782 3687153	6/25/2008 9/22/2009	NO FEAR, INC.
NO VIOLENCE	25	United States Registered	74580025 2056561	9/29/1994 4/29/1997	NO FEAR, INC.
"flaming skull" design 	25	United States Registered	74681919 2122497	5/30/1995 12/16/1997	NO FEAR, INC.
FEARLESS	16	United States Registered	77100328 3838222	2/6/2007 8/24/2010	NO FEAR, INC.



SO CAL stylized 	6, 12, 16, 18, 22, 24, 25, 26	United States Registered	77583077 3748283	10/1/2008  2/16/2010	Simo Holdings, Inc.
FEARLESS FACTORY	25	United States Registered	74592911 1996125	10/31/1994  8/20/1996	Simo Holdings, Inc.
FEARLESS	25	United States Registered	74468513 2000192	10/10/1993  9/10/1996	Simo Holdings, Inc.
SO CAL	18, 24, 25, 26	United States Registered	85054125 3950253	6/3/2010  4/26/2011	Simo Holdings, Inc.
FEARLESS	25	United States Registered	77703622 3830171	3/31/2009  8/10/2010	Simo Holdings, Inc.
NO CAL	16, 18, 25	United States Pending	78928343	7/12/2006	Simo Holdings, Inc.
FEARLESS stylized 	25	United States Registered	73793133 1600980	4/13/1989  6/12/1990	Simo Holdings, Inc.

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