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
Patagonia, Inc.		05/30/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Patagonia Provisions, Inc.
Street Address:	259 W. Santa Clara St
Internal Address:	Attn: Legal Dept.
City:	Ventura
State/Country:	CALIFORNIA
Postal Code:	93001
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77899627	PATAGONIA PROVISIONS
Serial Number:	77899637	PATAGONIA PROVISIONS
Serial Number:	77899642	PATAGONIA PROVISIONS
Serial Number:	85292114	PATAGONIA PROVISIONS

CORRESPONDENCE DATA

Fax Number: 3108205988

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 310 207 3800

Email: tm_filings@bstz.com

Correspondent Name: Lori N. Boatright

Address Line 1: 12400 Wilshire Blvd. 7th Fl

Address Line 2: Blakely Sokoloff Taylor & Zafman LLP Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER: 069333.GTM065 TRADEMARK

900230447 REEL: 004837 FRAME: 0673

NAME OF SUBMITTER:	Lori N. Boatright
Signature:	/Lori N. Boatright/
Date:	08/07/2012
Total Attachments: 5 source=PATAGONIA PROVISIONS ASSIG	NMENT#page2.tif NMENT#page3.tif NMENT#page4.tif

TRADEMARK ASSIGNMENT; OWNERSHIP RIGHTS DOCUMENT FOR USE IN U.S., CANADA, ARGENTINA, EUROPE, JAPAN, ELSEWHERE

WHEREAS, Patagonia, Inc., a California corporation, having a principal place of business at 259 W. Santa Clara St., Ventura, CA 93001 ("Assignor"), has adopted, and in some instances, used the trademark PATAGONIA PROVISIONS for a variety of goods including trail mix, salmon jerky, other food/health food items, and for camping stoves; and

Patagonia, Inc. has applied to register or has registered the mark PATAGONIA PROVISIONS in many jurisdictions. In particular, Patagonia, Inc. has filed a number of trademark applications at the U.S. Patent & Trademark Office as well as the official respective Trademark Offices for Argentina, Canada, Europe, and Japan, the specifics of which are identified on the attached Exhibit A (U.S.) and Exhibit B (non-U.S.), both of which (and the contents thereof) are incorporated herein by reference;

WHEREAS, Patagonia Provisions, Inc., a California corporation having a principal place of business at 259 W. Santa Clara St., Ventura, CA 93001 ("Assignee") is desirous of acquiring from said Assignor the entire right, title and interest in and to the trademark PATAGONIA PROVISIONS in the U.S., Argentina, Canada, Europe and Japan, and any and all other rights developed or secured by Patagonia, Inc., anywhere in the world, together with the goodwill of the business pertaining thereto, and the applications and/or registrations for the trademark PATAGONIA PROVISIONS as identified in Exhibit A and Exhibit B. Assignor is willing to assign to Assignee, and Assignee is willing to accept from Assignor, the trademark PATAGONIA PROVISIONS, the associated goodwill of the portion of the business of Patagonia, Inc. pertaining thereto, and the applications and/or registrations for the trademark PATAGONIA PROVISIONS as identified in Exhibit A and Exhibit B;

Assignee was established as a separate legal entity in order to take over the portion of the business of Patagonia, Inc. associated with the mark PATAGONIA PROVISIONS, and, appropriately, Assignee incorporated as Patagonia Provisions, Inc., using the subject trademark as its primary company identity. In that Assignee is the successor to the portion of Assignor's business to which the mark PATAGONIA PROVISIONS pertains, this Assignment is proper even as to applications for trademark registration based on "intent to use" provisions of U.S. law and the relevant laws of other countries;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto the Assignee, all right, title and interest in and to the trademark PATAGONIA PROVISIONS, together with the goodwill of the portion of the business of Patagonia, Inc. pertaining to the trademark PATAGONIA PROVISIONS, and the applications and/or registrations for the trademark PATAGONIA PROVISIONS as identified in Exhibit A and Exhibit B, including the right to sue for past infringements.

It is the intent of the parties that this Assignment serve to transfer all rights as to ownership of the applications and registrations for the mark PATAGONIA PROVISIONS from Patagonia, Inc. to Patagonia Provisions, Inc. It is the further intent of the parties that this document be accepted by the respective official Trademark Offices of the United States, Canada, Argentina, Europe, and Japan to effectuate the change ownership of PATAGONIA PROVISIONS applications and/or registrations from Patagonia, Inc. to Patagonia Provisions, Inc.

The parties are currently related companies, but regardless whether such relationship remains, the parties agree and acknowledge that they will undertake all reasonable efforts to prevent confusion in the marketplace, if any, which may arise from use of the common word PATAGONIA by both parties. The parties agree, if necessary, to identify and delineate uses of their respective marks and goods, and, if required, establish restrictions as to goods, channels of trade, or other means to avoid a likelihood of confusion.

Patagonia, Inc. hereby consents to the use and registration the mark PATAGONIA PROVISIONS by Patagonia Provisions, Inc., for the goods identified in the applications and registrations identified in Exhibit A and Exhibit B, and for a natural expansion of such goods and services. Patagonia Provisions, Inc. shall take no action in contravention of the trademark rights of Patagonia, Inc. and consents to the use and registration by Patagonia, Inc. of all PATAGONIA marks, including composite marks except for the identical mark PATAGONIA PROVISIONS, for all goods and services identified in the many applications and registrations owned by Patagonia, Inc., and for a natural expansion of such goods and services.

GRANTED/AGREED BY:

PATAGONIA, INC.

Dated: 5-30-/2

Name: ROSE MARCARIO

Title: CFO, COO

ACCEPTED/AGREED BY:

PATAGONIA PROVISIONS, INC.

Dated: 5-30-12

ame: KOSE 1

Assignee

Assignor

Title:

Serial No. Reg. Number Renewal Filing Date Reg. Date Dates	Use Due: Pe	12/22/2009 Renewal Due:	trail mix snack food containing primarily nuts 77 / 899637 Use Due: Pending and dried fruit	12/22/2009 Renewal Due:	snack foods, namely, granola-based snack bars 77 / 899642 Use Due: Pending	12/22/2009 Renewal Due:	85 / 292114 Use Due: Pending	4/11/2011
Goods/ Services	salmon jerky		trail mix snack foo and dried fruit		nack foods, namel		camping stoves	
Class Goods/ Number Services	29 sı		29 th		30 81		11 6	
Mark:	PATAGONIA PROVISIONS		PATAGONIA PROVISIONS		PATAGONIA PROVISIONS		PATAGONIA PROVISIONS	
Matter No.	T263B		T263C		T263D		T263E	

Trademark Status Report By Jurisdiction

RECORDED: 08/07/2012

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	Trademark	Jurisdiction	Status	Int'l Classes	App. Date	Reg. Date	Affidavit Due
			Substatus	Nat'l Classes	App. No.	Reg. No.	Next Renewal
	PATAGONIA PROVISIONS	Argentina		29	2011-04-27		
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	Trademark	Jurisdiction	Status	Int'l Classes	App. Date	Reg. Date	Affidavit Due
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	PATAGONIA PROVISIONS	Canada	Pending	Fish products	2011-04-15		
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	PATAGONIA PROVISIONS	Canada	Pending	health foods	2009-07-23		
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Jurisdiction: European	opean Tradem, & Design	sign Office (EM)					
	Trademark	Jurisdiction	Status	Int'l Classes	App. Date	Reg. Date	Affidavit Due
			Substantin	Nat'l Classes	App. No.	Reg. No.	Next Renewal
	PATAGONIA PROVISIONS	European Tradem. & Design Registered	Registered	32;29;30		2007-04-18	
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Jurisdiction: Jap	apan			A CONTRACTOR OF THE PARTY OF TH			Application from the property from the property of the propert
	Trademark	Jurisdiction	Status	Int'l Classes	App. Date	Reg, Date	Affidavit Due
			Substatus	Nat'l Classes	App. No.	Reg No.	Next Renewal
	PATAGONIA PROVISIONS	Japan	Registered	29	2011-04-06	2011-09-30	
					2011-24200	5,442,292	2021-09-30
	PATAGONIA PROVISIONS	Japan		30	2003-03-31	2004-07-02	
					2003-025293	4784235	2014-07-02
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EXHIBIT B