

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/15/2007		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Beyond Clothing LLC		04/15/2007
			LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Beyond Clothing LLC		
Street Address:	6363 6th Ave., South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98108		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2922594	BEYOND
	Registration Number:	2802343	COLD FUSION
CORRESPONDENCE DATA			
Fax Number:	5037785299		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	pdxtrademarks@dwt.com		
Correspondent Name:	Harumi Yamamoto		
Address Line 1:	DWT, 1300 SW Fifth Ave., Suite 2400		
Address Line 4:	Portland, OREGON 97201		
ATTORNEY DOCKET NUMBER:	95419-1		
NAME OF SUBMITTER:	Harumi Yamamoto		

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Signature:	/Harumi Yamamoto/
Date:	10/01/2012
Total Attachments: 4 source=IP Assignment Beyond to Beyond#page1.tif source=IP Assignment Beyond to Beyond#page2.tif source=IP Assignment Beyond to Beyond#page3.tif source=IP Assignment Beyond to Beyond#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is effective as of April 15, 2007, by and between Beyond Clothing LLC, an Oregon limited liability company (the "Transferor"), and Beyond Clothing LLC, a Washington limited liability company ("Transferee").

WHEREAS, Transferor is the owner of certain trademarks and their associated registrations identified in the attached Schedule A (the "IP Assets");

WHEREAS, the parties wish to memorialize the transfer of the IP Assets from the Transferor to the Transferee in connection with the winding up of the business of the Transferor and the formation of the Transferee; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this IP Assignment hereby agree as follows:

1. IP Assignment. The Transferor does hereby, effective as of the date first written above, sell, transfer, convey, assign and deliver to Transferee all right, title and interest, including common law rights, in the United States of America and all other countries and jurisdictions of the world in and to the IP Assets; all other names and marks similar to or based upon the IP Assets; the goodwill of the business associated therewith and symbolized thereby; all registration and pending applications associated with the IP Assets; all rights of priority therein in any jurisdiction in the world as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or in equity that Transferor has or may have in profits and damages for past, present and future infringements thereof, including but not limited to the right to compromise, sue for and collect said profits and damages.
2. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this IP Assignment to produce or account for more than one counterpart hereof. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes.
3. Successors and Assigns. This IP Assignment shall bind and inure to the benefit of the respective parties and their successors and assigns.
4. Entire Understanding; Amendments. This IP Assignment constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements with respect to the subject matter hereof. This IP Assignment shall not be amended or modified except in a written document signed by all parties.
5. Governing Law. This IP Assignment (and any claim or controversy arising out of or relating to this IP Assignment) shall be governed by and construed in accordance with the domestic Laws of the State of Washington without giving effect to any choice or conflict of law

provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Washington.

6. Section Headings; References. Section headings in this IP Assignment are for convenience of reference only, and shall neither constitute a part of this IP Assignment nor affect its interpretation. All words in this IP Assignment shall be construed to be of such number and gender as the context requires or permits.
7. Severability. If any provision of this IP Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto, and the parties agree that this IP Assignment shall be reformed to replace such unenforceable provisions with a valid and enforceable provision that comes as close as possible to expressing the intent of the unenforceable provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement on the date first written above.

TRANSFEROR:

Beyond Clothing LLC,
an Oregon limited liability company

By: Scott Jones
Name: Scott Jones
Title: Sole Member

TRANSFeree:

Beyond Clothing LLC,
a Washington limited liability company

By: Scott Jones
Name: Scott Jones
Title: President, Tree House Holdings Inc, Sole Member

SCHEDULE A

IP Assets

ACTIVE TRADEMARKS

Country	Serial No.	Application No./ Registration No.	Trademark	Status
USA	78201299	2922594	Beyond	Live
USA	78174124	2802343	Cold Fusion	Live