

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
Lucas Mancini		04/05/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kelly Pioneer Group, LLC		
Street Address:	601 Pennsylvania Avenue, NW		
Internal Address:	South Building		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20004		
Entity Type:	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3829603	TRU	
Registration Number:	3985751	TRU FRIENDS ARE FAMILY	
CORRESPONDENCE DATA			
Fax Number: <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-798-6746		
Email:	pltrademarks@klgates.com, britt.anderson@klgates.com		
Correspondent Name:	Britt L. Anderson		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104-1158		
ATTORNEY DOCKET NUMBER:	2068269.00008		
NAME OF SUBMITTER:	Britt L. Anderson		
Signature:	/Britt L. Anderson/		

OP \$65.00 3829603

Date:

04/10/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is effective as of the last date signed below (the "Effective Date") between Lucas Mancini, an individual, with a place of business at 752 Big Bend Dr., Pacifica, California 94044 ("Assignor") and Kelly Pioneer Group, LLC, with a principal office at 601 Pennsylvania Avenue, NW, South Building, Washington, D.C. 20004 ("Assignee") (collectively, Assignor and Assignee are referred to as the "Parties").

WHEREAS, since at least as early as December 2009, Assignor has used one or more forms of the trademark TRU in connection with apparel, hats and footwear (hereinafter, the "TRU Marks");

WHEREAS, Assignor owns U.S. Reg. Nos. 3829603 and 3985751 for trademarks consisting of or incorporating the term TRU (the "TRU Registrations");

WHEREAS, Assignor now desires to assign his rights in the TRU Marks and the TRU Registrations to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the TRU Marks and the TRU Registrations, including, without limitation, the goodwill of the business appurtenant thereto, in all countries of the world;

2. Within three (3) business days of receipt by Assignee of an original executed copy of this Agreement from Assignor, Assignee shall pay \$9,781.78 in the form of a check payable to "Lucas Mancini." The check shall be sent to an address specified by Assignor.

3. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous agreements and understandings, if any, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, supplemented or cancelled except in a writing duly executed by all parties hereto.

4. This Agreement shall be binding on and inure to the benefit of the assigns and successors of the parties hereto.

5. The validity, construction and performance of this Agreement are governed by the laws of the State of California, without regard to or application of conflict of laws rules.

6. Each individual signing this Agreement hereby represents and warrants that he or she has the full authority to execute it on behalf of the party on whose behalf he or she so signs and that all actions taken by him or her are within the scope of such authority.

7. This Agreement has been the subject of negotiations and discussions by and between the parties and the parties have had the opportunity to confer with independent counsel.

It has been and shall be construed to have been drafted by all the parties to it, so that any rule of construction construing ambiguities against the drafter shall have no force or effect.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized representatives who are authorized to bind the respective parties.

LUCAS MANCINI

By: [Signature]

Date: APRIL 2013

KELLY PIONEER GROUP, LLC

By: [Signature]

Name: FRANK A. KELLY

Date: APRIL 5, 2013