

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Agile Brands, LLC		04/25/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	The Outdoor Recreation Group, LLC		
Doing Business As:	Agile Brands		
Street Address:	1919 Vineburn Ave.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90032		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3905192	HITOMI	
<b>CORRESPONDENCE DATA</b>			
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>			
Email:	thill@myismail.com		
Correspondent Name:	Trent Hill		
Address Line 1:	1605 Hope St. #100		
Address Line 4:	South Pasadena, CALIFORNIA 91030		
NAME OF SUBMITTER:	Trenton J. Hill		
Signature:	/tjh/		
Date:	05/03/2013		
Total Attachments: 2 source=Trademark assignment (signed @ 300dpi)#page1.tif source=Trademark assignment (signed @ 300dpi)#page2.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment agreement ("Assignment") is entered into effective as of April ~~25~~, 2013 (the "Effective Date") by and between Agile Brands, LLC ("Assignor") and The Outdoor Recreation Group, LLC ("Assignee").

WHEREAS, Assignor is the owner of a variety of the following names, tradenames, product names, marks: "Agile", "Agile Brands" "Congress", "Dank" and the registered trademark "Hitomi", as well as the goodwill and all common law rights associated therewith (collectively the "Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's rights, title, and interest in and to the Trademarks in perpetuity;

NOW, therefore, for good and valuable consideration exchanged by the parties, the receipt of which is acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights in common law, statutes and equity), in and to the Trademarks to Assignee.
2. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
  - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
  - (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
  - (e) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
  - (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
3. Entire Agreement. This Assignment contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
4. Amendment. This agreement may be amended only by a written agreement signed by both parties which explicitly references this Assignment.
5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

6. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, at Assignor's expense.

7. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

ASSIGNOR: Agile Brands, LLC

By:   
Zachary Ein, Managing Member

Address: Agile Brands  
c/o ADCO Products, Inc.  
28623 W. Industry Drive  
Valencia, CA 91355

ASSIGNEE: The Outdoor Recreation Group, LLC

by its Manager, The Outdoor Recreation Group, a  
California corporation

By:   
George Aba, CFO

Address: 1919 Vineburn Ave.  
Los Angeles, CA 90032