

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
The Chivery LLC		06/30/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Resignation Holdings LLC		
Street Address:	504 E. Annie St.		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85735652	THE CHIVERY	
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:	3125012002		
Email:	doug@thechive.com		
Correspondent Name:	Doug Schaaf		
Address Line 1:	504 E. Annie St.		
Address Line 4:	Austin, TEXAS 78704		
NAME OF SUBMITTER:	Doug Schaaf		
Signature:	/doug schaaf/		
Date:	08/23/2013		

OP \$40.00 85735652

Total Attachments: 4

source=Intellectual_Property_Transfer_Agreement_TheChivery_6.30.13#page1.tif

source=Intellectual_Property_Transfer_Agreement_TheChivery_6.30.13#page2.tif

source=Intellectual_Property_Transfer_Agreement_TheChivery_6.30.13#page3.tif

source=Intellectual_Property_Transfer_Agreement_TheChivery_6.30.13#page4.tif

**INTELLECTUAL PROPERTY ASSIGNMENT TO RESIGNATION HOLDINGS, LLC
BY THE CHIVERY, LLC**

This Intellectual Property Transfer Agreement (the "Agreement"), dated as of June 30, 2013 is between The Chivery, LLC, a limited liability company organized under the California Limited Liability Company Act, ("TC"), and Resignation Holdings, LLC, a Delaware Limited Liability Company ("RNH"), (each, a "Party" and collectively, the "Parties").

WHEREAS, TC desires to assign and transfer to RNH all of its right, title and interest in Intellectual Property created or owned in any form or manner whatsoever by TC; and

WHEREAS, "Intellectual Property" means all intellectual property and other similar proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks (see EXHIBIT 1), trademarks that have been filed but not approved, trade dress, service marks, certification marks, logos, and trade names, and the goodwill associated with the foregoing (collectively, "Trademarks"); (ii) patents and patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration, design registrations or patents and like rights (collectively, "Patents"); inventions, invention disclosures, discoveries and improvements, whether or not patentable; (iii) writings and other works of authorship ("Copyrights"); (iv) trade secrets (including, those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory Law and common law), Information, business, technical and know-how information, business processes, non-public information, proprietary information and confidential information and rights to limit the use or disclosure thereof by any Person (collectively, "Trade Secrets"); (v) software, including data files, source code, object code, application programming interfaces, databases and other software-related specifications and documentation (collectively, "Software"); (vi) domain names, uniform resource locators, and Internet addresses; (vii) moral rights; (viii) privacy and publicity rights; (ix) any and all technical information, Software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, invention disclosures or other data, not including works subject to Copyright, Patent or Trademark protection ("Technology"); (x) advertising and promotional materials, whether or not copyrightable; and (xi) claims, causes of action and defenses relating to the enforcement of any of the foregoing; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing with or by any Governmental Authority in any jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

RECITALS

A. At the time of the organization of RNH, TC was the owner of or held proprietary rights in relation to Intellectual Property identified herein and relating to TC's business, which Intellectual Property was developed in contemplation of being used, either directly or indirectly, by TC in connection with carrying on its business.

B. As of June 30, 2013, RNH is the owner of nine million nine hundred thousand (9,900,000) class A Units (currently equal to 99% of all outstanding class A, B, C, and D Units in TC, and currently equal to 100% of all outstanding class A Units in TC).

C. The Parties have agreed that the assignment of all Intellectual Property which was held or owned, in any form or manner whatsoever, by TC prior to the organization of RNH is material to the business of RNH and was intended at all material times by the Parties to be assigned by TC to RNH as a condition precedent to the organization of RNH.

D. TC acknowledges that in its capacity as a subsidiary of RNH, TC will benefit from this assignment of the assigned Intellectual Property.

E. TC hereby assigns and transfers unto RNH, all its right, title and interest, in and to the Intellectual Property created or owned in any form or manner whatsoever by TC prior to the date of organization of RNH. To the extent that any such Intellectual Property is not assignable or transferable ("Non-assignable IP"), TC hereby grants to RNH a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such Non-assignable IP, and any residual rights TC holds in the Non-assignable IP will be held by TC in trust for the sole benefit of RNH. TC will convey, transfer, dispose of and otherwise deal with the Non-assignable IP (including the execution and delivery of all documents and other instruments relating to the Non-assignable IP) in such a manner as TC shall from time to time direct.

F. NO REPRESENTATIONS OR WARRANTIES. ALL INTELLECTUAL PROPERTY COVERED UNDER THIS AGREEMENT ARE FURNISHED "AS IS," WITHOUT ANY SUPPORT, ASSISTANCE, MAINTENANCE OR WARRANTIES OF ANY KIND, WHATSOEVER. RNH ASSUMES TOTAL RESPONSIBILITY AND RISK FOR ITS USE OF ANY INTELLECTUAL PROPERTY COVERED BY THIS AGREEMENT. TC DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY THAT SUCH INTELLECTUAL PROPERTY IS "ERROR FREE."

G. Further Assurances. Each Party covenants to execute upon request any further documents reasonably necessary to effect the express terms and conditions of this Agreement, including such documents as are reasonably necessary to vest title in Intellectual Property rights as provided in this Agreement.

H. Notice. Any notice, report or payment required or permitted to be given or made under this Agreement by one party to the other shall be deemed to have been duly given or made when delivered, if personally delivered, when transmitted, if sent by confirmed facsimile transmission, or, if mailed, when mailed by registered or certified mail, return receipt requested, postage prepaid.

I. Entire Agreement; Modification. This Agreement: (a) contains the complete and entire understanding and agreement of the Parties with respect to the subject matter hereof; (b) supersedes all prior and contemporaneous understandings, conditions and agreements, oral or written, express or implied, in connection with the subject matter hereof; and (c) may not be modified except by an instrument in writing executed by the Parties.

J. Waiver and Breach. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision hereof.

K. Assignment. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other.

L. Governing Law. This Agreement shall be deemed to be a contract made under, and is to be governed and construed in accordance with, the laws of the State of Texas, without application of the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

RESIGNATION HOLDINGS, LLC

By Leo Resig

Its Manager: Keep Calm Management, Inc.

Name: Leo Resig

Title: President

THE CHIVERY, LLC

By Leo Resig

Its Manager: Keep Calm Management, Inc.

Name: Leo Resig

Title: President

EXHIBIT 1 – TRADEMARKS

Mark	Serial Number	Filing Date	Description
theCHIVERY	85735652	9/21/12	K. 535. US 100 101 102. G. & S. On-line retail store services featuring clothes, namely, T-shirts, socks and underwear, and cups, mugs, cell phone covers and posters. FIRST USE: 20100301. FIRST USE IN COMMERCE: 20100301