

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Zumiez Inc.		12/23/2013	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Zumiez Services Inc.
<b>Street Address:</b>	4001 204th Street SW
<b>City:</b>	Lynnwood
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98036
<b>Entity Type:</b>	CORPORATION: WASHINGTON

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3551001	100K
Registration Number:	3173913	A.LAB
Registration Number:	3491086	ALIBI
Registration Number:	3952188	ANTIC
Registration Number:	3702536	APERTURE
Registration Number:	3745414	APERTURE
Registration Number:	3547515	BEST FOOT FORWARD
Registration Number:	4219102	COMPOUND
Registration Number:	3930059	COUCH TOUR
Serial Number:	77822550	DRAVUS
Registration Number:	3418244	EMPYRE
Registration Number:	1900744	FREE WORLD
Registration Number:	4219101	MERCER
Registration Number:	3641146	RÄLIK

**OP \$540.00 3551001**

**900275655**

**TRADEMARK  
 REEL: 005181 FRAME: 0940**

Registration Number:	4222921	THE ZUMIEZ STASH
Registration Number:	3955339	TRILLIUM
Registration Number:	3978625	ZINE
Registration Number:	3846591	ZINE
Registration Number:	1779379	ZUMIEZ
Registration Number:	3439512	ZUMIEZ 100K
Registration Number:	3930058	ZUMIEZ COUCH TOUR

**CORRESPONDENCE DATA**

Fax Number: 2064640125  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 206-464-3939  
Email: trademarks@gsblaw.com  
Correspondent Name: Claire Hawkins / Garvey Schubert Barer  
Address Line 1: 1191 Second Avenue, Suite 1800  
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	17298-00100
NAME OF SUBMITTER:	Susan Bermel
Signature:	/Susan Bermel/
Date:	12/24/2013

**Total Attachments: 5**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of December 23, 2013, is made by Zumiez Inc., a Washington corporation (“**Zumiez**”), in favor of Zumiez Services Inc., a Washington corporation with a principal place of business at 4001 204<sup>th</sup> Street SW, Lynnwood, WA 98036 (“**Zumiez Services**”).

### RECITALS

WHEREAS, Zumiez Services is a wholly owned subsidiary of Zumiez and in connection with a corporate reorganization, Zumiez has contributed certain of its assets to Zumiez Services pursuant to a Contribution Agreement between Zumiez Services and Zumiez, dated as of December 23, 2013 (the “**Contribution Agreement**”); and

WHEREAS, under the terms of the Contribution Agreement, Zumiez has conveyed, transferred and assigned to Zumiez Services, among other assets, certain intellectual property of Zumiez, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

### AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Contribution Agreement, the payment of the consideration stipulated in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Zumiez hereby irrevocably conveys, transfers and assigns to Zumiez Services, and Zumiez Services hereby accepts, all of Zumiez' right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Zumiez accruing under any of the foregoing, including common law rights, provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Zumiez authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Zumiez Services. Zumiez shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Zumiez Services, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

*[signature page follows]*

IN WITNESS WHEREOF, Zumiez has duly executed and delivered this Assignment as of the date first above written.

ZUMIEZ INC.

By: 

Name: Chris K. Visser  
Title: General Counsel & Corporate  
Secretary

Address for Notices:  
4001 204<sup>th</sup> Street SW  
Lynnwood, WA 98036

AGREED TO AND ACCEPTED:

ZUMIEZ SERVICES INC.

By: 

Name: Chris K. Visser  
Title: Secretary

Address for Notices:  
4001 204<sup>th</sup> Street SW  
Lynnwood, WA 98036

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Country or Jurisdiction</b>	<b>App#</b>	<b>Reg.#</b>	<b>Status</b>
100K	U.S.	77215491	3551001	Registered
A.LAB	U.S.	78780177	3173913	Registered
ALIBI	Canada	1462890	841087	Registered
ALIBI	U.S.	77085882	3491086	Registered
ANTIC	Canada	1492454	--	Pending Application
ANTIC	U.S.	77952320	3952188	Registered
APERATURE	Canada	1462891	839891	Registered
APERATURE	U.S.	77424158	3702536	Registered
		77978468	3745414	Registered
BEST FOOT FORWARD	U.S.	77/149768	3547515	Registered
COMPOUND	Canada	1537061	--	Pending Application
COMPOUND	U.S.	85/376013	4219102	Registered
COUCH TOUR	U.S.	78/863751	3930059	Registered
DRAVUS	Canada	1492452	--	Pending Application
DRAVUS	EU	011243128	011243128	Registered
DRAVUS	U.S.	77/822550	39177776	Registered
EMPYRE	Australia	1435704	--	Pending Application
EMPYRE	Brazil	831118539	--	Pending Application
EMPYRE	Canada	1426256	830677	Registered
EMPYRE	Chile	930261	--	Pending Application
EMPYRE	Chile	930260	--	Pending Application
EMPYRE	EU	A0011882	959016	Registered
EMPYRE	USA	78/636888	3418244	Registered
EMPYRE	Vietnam	A0011882	959016	Registered
EMPYRE	WIPO	A0011882	959016	Registered
FATAL CHARM	EU	9761991	9761991	Registered
FREE WORLD	Canada	1426258	819026	Registered
FREE WORLD	China	A0011937	959205	Registered
FREE WORLD	EU	A0011937	959205	Registered
FREE WORLD	U.S.	74/522621	1900744	Registered

FREE WORLD	Vietnam	A0011937	959205	Registered
FREE WORLD	WIPO	A0011937	959205	Registered
MERCER	Canada	1537062	--	Pending Application
MERCER	EU	011243169	--	Pending Application
MERCER	U.S.	85/376007	4219101	Registered
RALIK	Canada	1492453	--	Pending Application
RALIK	U.S.	77/977184	3641146	Registered
THE ZUMIEZ STASH	Australia	1438972	1438972	Registered
THE ZUMIEZ STASH	Canada	1537056	--	Registered
THE ZUMIEZ STASH	EU	10150514	10150514	Registered
THE ZUMIEZ STASH	U.S.	85/369458	4222921	Registered
TRILLIUM	U.S.	77/749372	3955339	Registered
ZINE	Canada	1462889	841229	Registered
ZINE	U.S.	77/709376	3978625	Registered
ZINE	U.S.	77/979895	3846591	Registered
ZUMIEZ	Australia	1436986	1436986	Registered
ZUMIEZ	Brazil	831170484	--	Pending Application
ZUMIEZ	Brazil	831170468	--	Pending Application
ZUMIEZ	Canada	1280758	704466	Registered
ZUMIEZ	China	10347496	--	Pending Application
ZUMIEZ	China	10347494	--	Pending Application
ZUMIEZ	China	10347495	--	Pending Application
ZUMIEZ	EU	4750378	4750378	Registered
ZUMIEZ	South Korea	45-2010-0002259	4500450360000	Registered
ZUMIEZ	U.S.	74/075135	1779379	Registered
ZUMIEZ 100K	U.S.	77/217789	3439512	Registered
ZUMIEZ COUCH TOUR	U.S.	78/863733	3930058	Pending Application