

900278884 01/31/2014

TRADEMARK ASSIGNMENT

02/21/2014

Electronic Version v1.1
 Stylesheet Version v1.1



103666222

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Meynard Designs, Inc.		07/22/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	In California, Inc.
Street Address:	300 Pacific Coast Highway, Ste 408
City:	Huntington Beach
State/Country:	CALIFORNIA
Postal Code:	92648
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2811462	AIR SPEED
Registration Number:	2811463	AIR SPEED
Registration Number:	2811422	AIR SPEED
Registration Number:	3343523	AS
Registration Number:	3382663	AIR SPEED
Registration Number:	3844796	AIR AS SPEED
Registration Number:	3844798	AS AIRSPEED FOOTWEAR

CH \$190.00 2811462

CORRESPONDENCE DATA

Fax Number: 7209313201
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 720-931-3200
 Email: ipdocketing@lathropgage.com
 Correspondent Name: Stephen Horace
 Address Line 1: 950 Seventeenth Street
 Address Line 2: Suite 2400

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:

554463

NAME OF SUBMITTER:

Stephen J. Horace

Signature:

/Stephen J.Horace/

Date:

01/31/2014

Total Attachments: 8

source=Assignment_22July2011#page1.tif

source=Assignment_22July2011#page2.tif

source=Assignment_22July2011#page3.tif

source=Assignment_22July2011#page4.tif

source=Assignment_22July2011#page5.tif

source=Assignment_22July2011#page6.tif

source=Assignment_22July2011#page7.tif

source=Assignment_22July2011#page8.tif

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is entered into as of July 22, 2011 by MEYNARD DESIGNS INC., a Massachusetts corporation, whose address is 135 2nd Avenue, Waltham, MA 02210 ("Assignor") in favor of IN CALIFORNIA INC., a California corporation, whose address is 2701 Ocean Street, Carlsbad, CA 92008 ("Assignee").

WHEREAS, Assignor and Assignee together own, and in some cases Assignor solely owns, right, title and interest in and to the trademark *AIR SPEED*, together with all design marks and logos related thereto, registered and unregistered throughout the world, including but not limited to those trademarks set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignment Assignor hereby agrees to irrevocably sell or otherwise to convey, assign, and transfer to Assignee, to the full extent in which it has rights therein free and clear of any and all liens and encumbrances, its entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States, Canada and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, Canada or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

2. Purchase Price The purchase price (the "Purchase Price") for the sale, conveyance, transfer, assignment and delivery of the Marks will be Two Hundred Fifty thousand Dollars (\$250,000). The entire Purchase Price will be paid in a single lump sum upon receipt by Assignee of this Assignment of Trademark executed by Assignor, by means of a wire transfer to the account and bank designated by Assignor in advance to Assignee in writing. Assignor agrees that the Purchase Price represents payment in

2387954.2

full for the Marks and goodwill transferred and that Assignor will be entitled to no other payment with respect thereto.

3. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, the Canadian Intellectual Property office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request but at no expense to Assignor (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks herein assigned that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, Canada or equivalent authority in any applicable foreign countries responsible for registering trademarks or recording ownership of trademarks; and (4) effectuating and implementing this Assignment.

5. Representation and Warranties of Assignor. Assignor hereby represents, warrants and covenants that (a) that it is unaware of any rights of others that are inconsistent with the transfer herein contemplated; (b) Assignor has the right, power and authority to execute and deliver this Assignment and to perform its obligations hereunder; (c) the execution, delivery and performance of this Assignment has been duly and validly authorized by all necessary action (corporate or other) of Assignor; (d) Assignor is not required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Assignment; and (e) neither the execution and delivery of this Assignment nor the consummation or performance of any of the transactions contemplated in this Assignment will, directly or indirectly, contravene, conflict with, or result in a violation or breach of any provision of any contract, agreement, instrument or other obligation or agreement between Assignor and any third party.

6. Taxes and Fees. Assignee shall be exclusively responsible for any transfer taxes and any sales, use or other taxes or fees imposed by the United States, Canada (including their respective states and provinces) or any applicable foreign countries by reason of the transfer and recording of the Marks pursuant to this Assignment.

23979542

PM

PM

7. Entire Agreement. This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

8. Voluntary Agreement. The parties hereto, and each of them, further represent and declare that they have carefully read this Assignment and know the contents thereof and that they sign the same freely and voluntarily. Assignor has been advised by Assignee to seek the advice of independent legal counsel with respect to this Assignment, and Assignor has retained and consulted with independent legal counsel, to the extent that Assignor has desired.

9. Expenses. Each party to this Assignment will bear its own expenses incurred in connection with the preparation, execution, and performance of this Assignment.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

11. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

ASSIGNOR:

MEYNARD DESIGNS, INC.

By: [Signature]
Name: PHILEAS MEYNARD
Title: PRESIDENT

ACKNOWLEDGEMENT BY ASSIGNEE:

IN CALIFORNIA, INC.

x By: [Signature]
Name: William C. Mann
Title: President



33979543

[Signature]

[Signature]

PM

SCHEDULE A

MARK	COUNTRY	GOODS/SERVICES	Reg No./ Reg. Date
AIR SPEED	USA	Skateboards, skateboard accessories, namely, skateboard decks, skateboard trucks, skateboard wheel assemblies and skateboard wheels; safety padding namely, knee pads, elbow pads and safety devices for skateboarding, IN Class 28	2811462 02/03/2004
AIR SPEED	USA	Clothing, namely shoes, athletic shoes, in Class 25	2811422 02/08/2004
AIR SPEED	USA	Skateboard helmets, in Class 9	2811463 02/03/2004
	USA	Shoes, in Class 25	3343523 11/27/2007
AIR SPEED	USA	Shoes, sneakers, walking shoes, running shoes, jogging shoes, athletic shoes, hiking shoes; clothing, namely, t-shirts, pants, caps, hats, shirts, sweatshirts, in Class 25	3382663 02/12/2008
AIR SPEED	USA	Shoes, in Class 25	3844796 09/07/2010
	USA	Shoes, in Class 25	3844798 09/07/2010

[Handwritten signature]

PM

07/30/2011 15:38 FAX 7607207715
JUL-29-2011 FRI 12:32 PM fax lawyers

CANON

FAX NO. 949 265 1199

009/009
P. 09/09

AIR SPEED	Canada	Helmets for skateboarders, sneakers, athletic shoes, casual shoes; clothing, namely, t-shirts, pants, hats and sweatshirts; skateboards, knee pads and elbow pads for skateboarders	TMA733160 01/26/2009
-----------	--------	---	-------------------------