

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bryan J. Pape		03/19/2014	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mycoskie, LLC		
<b>Street Address:</b>	5404 Jandy Place		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90066		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85258577	ONE4ONE	
<b>Serial Number:</b>	85446006	ONE4ONE	
<b>Serial Number:</b>	85445878	ONE4ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202.942.5000		
<b>Email:</b>	trademarkdocketing@aporter.com, louis.ederer@aporter.com, laura.tejeda@aporter.com, elisabeth.richards@aporter.com		
<b>Correspondent Name:</b>	Louis S. Ederer of Arnold & Porter LLP		
<b>Address Line 1:</b>	555 Twelfth Street, NW		
<b>Address Line 2:</b>	IP DOCKETING		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	26778.002		
<b>NAME OF SUBMITTER:</b>	Louis S. Ederer		
<b>SIGNATURE:</b>	/Louis S. Ederer/		
<b>DATE SIGNED:</b>	03/26/2014		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT ("Assignment") is made effective as of March 19, 2014, by and between Bryan J. Papé, an individual residing at 11058 NE 33<sup>rd</sup> Place, D6, Bellevue, Washington 98004 ("Assignor"), on the one hand, and Mycoskie, LLC, a limited liability company duly organized and existing under the laws of the State of California, having its principal place of business located at 5404 Jandy Place, Los Angeles, California 90066 ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of all right, title and interest in and to the ONE4ONE trademark, including the applications therefor set forth on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignor agrees to transfer, and Assignee agrees to acquire, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, and its successors and assigns, its entire right, title, interest in and to the Trademarks on a worldwide basis, including all applications therefor (as indicated on Schedule A), all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
2. Assignor hereby represent and warrant as follows:
  - a. Assignor has the exclusive right and authority to assign the Trademarks;
  - b. To the best of Assignor's knowledge, the Trademarks do not violate or infringe upon any statutory or common law rights of any third party, including, without limitation, contractual rights and intellectual property rights;
  - c. Assignor has not transferred, assigned or granted any right, title or interest in the Trademarks, or otherwise, to any person or entity that would conflict with or be in limitation of any of the rights being transferred to Assignee herein;
  - d. There are no liens or encumbrances of any kind on the Trademarks; and
  - e. That no third party, other than Assignee, has made any claim against, or which is adverse to Assignor's ownership of all right, title and interest in and to the Trademarks.
3. Assignor shall indemnify and hold harmless Assignee and its affiliates, employees, agents, officers, directors and assigns from and against any losses, damages or expenses (including reasonable attorneys' fees) arising from any claim, suit, judgment or proceeding brought or asserted by any third party arising out of or in connection with the breach by Assignors of any of the terms of this Agreement. Assignor's obligations under this Paragraph 3 shall survive the termination or expiration of this Agreement.

4. Following the assignment of the Trademarks to Assignee, Assignor shall not assert any ownership rights in the Trademarks. Further, Assignor will hereafter, at Assignee's sole expense, cooperate fully and in good faith with Assignee for the purpose of securing, preserving and protecting Assignee's rights in and to the Trademarks, including without limitation, at the request of Assignee, executing and delivering to Assignee any and all documents that Assignee deems necessary or appropriate to make fully effective or to implement the provisions of this Assignment relating to the ownership, use and/or registration of the Trademarks.

5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of their duly authorized officers as of the effective date set forth above.

ASSIGNOR:

BRYAN J. PAPÉ



Dated: March 12, 2014

ASSIGNEE:

MYCOSKIE, LLC

  
By: Cheryl A. Solomon  
Title: Secretary

Dated: March 12, 2014

Schedule A

<u>Trademark</u>	<u>International Class &amp; Goods/Services</u>	<u>App. Serial No.</u>
ONE4ONE	21 --- Reusable bottles sold empty	85/258,577
ONE4ONE	12 --- Bicycles	85/446,006
ONE4ONE	36 --- Charitable services, namely, donating a bicycle to those in need	85/445,878

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