

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300611

<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>
BoxCar Blues Licensing, LLC		04/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elwood Brands Licensing, LLC		
<b>Street Address:</b>	10250 Constellation Blvd.		
<b>Internal Address:</b>	19th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77415580	ELWOOD	
<b>Serial Number:</b>	75379462	ELWOOD DENIMS COMPANY USA-MADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3107853560		
<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>	310-282-6260		
<b>Email:</b>	evanloon@glaserweil.com		
<b>Correspondent Name:</b>	Erica J. Van Loon		
<b>Address Line 1:</b>	10250 Constellation Blvd.		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	02866-024		
<b>NAME OF SUBMITTER:</b>	Erica J. Van Loon		
<b>SIGNATURE:</b>	/Erica J. Van Loon/		
<b>DATE SIGNED:</b>	04/07/2014		
<b>Total Attachments: 3</b>			
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**ASSIGNMENT OF TRADEMARK AND  
POWER OF ATTORNEY**

**WHEREAS**, BoxCar Blues Licensing, LLC, a Delaware limited liability company, with an address at 3545 Motor Avenue, Los Angeles, California 90034 ("Assignor"), has agreed to assign all of its right, title and interest in and to the marks ELWOOD and ELWOOD DENIMS COMPANY USA-MADE and design, together with the goodwill associated therewith, including but not limited to the registrations set forth on Attachment 1 hereto and all common law rights associated with such trademarks (the "Marks"), to Elwood Brands Licensing, LLC, a Delaware limited liability company ("Assignee"); and

**WHEREAS**, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby conveys, transfers, assigns, delivers and contributes to Assignee all of Assignor's right, title and interest of whatever kind in and to the Marks, and each of them, together with the goodwill of the business associated therewith, and all rights to sue for infringement of the Marks, and each of them.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks, and each of them.

Assignor consents to Assignee's use, registration and any attempts to register the Marks, and each of them, worldwide and hereby provides its specific consent as may be required by the U.S. Patent and Trademark Office as well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide for Assignee to file and maintain one or more trademark applications which comprise or include the Marks, or any of them or any portion thereof, and variations thereof, whether in word, stylized or other form. Assignor agrees to execute and deliver any and all additional documents that Assignee or its counsel may reasonably request to effectuate the purposes of this Assignment, including without limitation registration of the Marks or any of them worldwide. Assignor shall not, directly or indirectly, take or authorize any action to contest the ownership or use of any of the Marks by Assignee.

Assignor further hereby revokes all previous powers of attorney related to the Marks, and each of them, and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office as

well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide in connection with the Marks, and each of them,.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of April 3, 2014.

ASSIGNOR

BOXCAR BLUES LICENSING, LLC

By:  \_\_\_\_\_  
Manager

Attachment 1

TRADEMARKS

MARK	Serial No. Filing Date	Reg. No. Reg. Date
ELWOOD	77/415,580 March 6, 2008	3710933 November 17, 2009
ELWOOD DENIMS COMPANY USA-MADE and Design	75/379,462 October 27, 1997	2212847 December 22, 1998