OP \$65.00 3177479

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM307452

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marksmen Inc.		06/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	D.BEBZ Apparel, LLC	
Street Address:	432 Old Post Road	
City:	Fairfield	
State/Country:	CONNECTICUT	
Postal Code:	06824	
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT	

PROPERTY NUMBERS Total: 2

Property Type	Number	. Word Mark
Registration Number:	3177479	BACK PACKER
Registration Number:	1328631	BACK PACKER

CORRESPONDENCE DATA

Fax Number:

2126888315

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mall.

Phone:

2127059826

Email:

cwinsor@gibney.com

Correspondent Name:

Christina L. Winsor

Address Line 1:

665 Fifth Avenue

Address Line 4:

New York, NEW YORK 10022

NAME OF SUBMITTER:	Christina L. Winsor
SIGNATURE:	/Christina L. Winsor/
DATE SIGNED:	06/12/2014

Total Attachments: 2

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TRADEMARK REEL: 005302 FRAME: 0640

900292005

TRADEMARK ASSIGNMENT

WHEREAS Marksmen Inc., a Delaware corporation, having a principal place of business at 111 North Maryland Ave., Suite 201, Glendale, CA 91206 (hereinafter "Assignor") is the record owner of U.S. Trademark Registration No. 3177479 for BACK PACKER ("Trademark"); and

WHEREAS D.BEBZ Apparel, LLC, a Connecticut limited liability company, having a place of business located at 432 Old Post Road, Fairfield, CT 06824 (hereinafter "Assignee") is desirous of acquiring all right, title and interest in and to the said Trademark, the goodwill symbolized thereby, the business associated therewith, which business is ongoing and existing;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

For good and valuable consideration, the receipt and sufficiency whereof is hereby mutually acknowledged, Assignor hereby assigns, transfers and conveys unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark, the goodwill symbolized thereby, the business associated therewith, which business is ongoing and existing, as well as the right to sue for past and present infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor's right, title, and interest in and to the Trademark therefor in Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This assignment is effective as of by June 9, 2014.

Marksmen Inc. (Assignor)

Name: Keith Lim
Title: COO

Date: June 9, 2014

TRADEMARK REEL: 005302 FRAME: 0641

TRADEMARK ASSIGNMENT

WHEREAS Marksmen Inc., a Delaware corporation, having a principal place of business at 111 North Maryland Ave., Suite 201, Glendale, CA 91206 (hereinafter "Assignor") is the record owner of U.S. Trademark Registration No. 1328631 for BACK PACKER ("Trademark"); and

WHEREAS D.BEBZ Apparel, LLC, a Connecticut limited liability company, having a place of business located at 432 Old Post Road, Fairfield, CT 06824 (hereinafter "Assignee") is desirous of acquiring all right, title and interest in and to the said Trademark, the goodwill symbolized thereby, the business associated therewith, which business is ongoing and existing;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

For good and valuable consideration, the receipt and sufficiency whereof is hereby mutually acknowledged, Assignor hereby assigns, transfers and conveys unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark, the goodwill symbolized thereby, the business associated therewith, which business is ongoing and existing, as well as the right to sue for past and present infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor's right, title, and interest in and to the Trademark therefor in Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This assignment is effective as of by June 9, 2014.

Marksmen Inc. (Assignor)

Name: Keith Lim

Title: COO

RECORDED: 06/12/2014

Date: June 9, 2014

TRADEMARK
REEL: 005302 FRAME: 0642