

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HLS Ventures, LLC		04/11/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Everyday California Holdings, LLC		
Street Address:	7472 La Jolla Boulevard		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92037		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4564039		
Registration Number:	4575242	EVERYDAY CALIFORNIA	
CORRESPONDENCE DATA			
Fax Number:			
<i>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 Mail.</i>			
Phone:	619-800-1377		
Email:	chris@harveyesquire.com		
Correspondent Name:	Chris A. Harvey		
Address Line 1:	750 B Street		
Address Line 2:	1850		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Christopher A. Harvey		
SIGNATURE:	/Christopher A. Harvey/		
DATE SIGNED:	09/04/2014		
Total Attachments: 5			
source=Trademark_Assignment_Agreement HLS EDH (04-11-14)#page1.tif			
source=Trademark_Assignment_Agreement HLS EDH (04-11-14)#page2.tif			
source=Trademark_Assignment_Agreement HLS EDH (04-11-14)#page3.tif			
source=Trademark_Assignment_Agreement HLS EDH (04-11-14)#page4.tif			

OP \$65.00 4564039

TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated as of April 11, 2014 between HLS VENTURES, LLC, a California limited liability company ("Assignor"), on the one hand, and EVERYDAY CALIFORNIA HOLDINGS, LLC, a California limited liability company ("Assignee"), on the other hand (collectively, the "Parties"; each of Assignor and Assignee, a "Party").

R E C I T A L S:

WHEREAS, Assignor is the owner of all right, title and interest in the trade names and trademarks as set forth in Schedule A hereto;

WHEREAS, Assignor and Assignee desire to enter into this Agreement to transfer all of Assignor's rights, title and interest in and to the Trademarks to Assignee (the "Assignment");

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title, and interest in and to the (i) the trademarks set forth in Schedule A hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the "Everyday California" mark, or any term, design or other source identifier that is a derivative of or confusingly similar to the "Everyday California" marks set forth in Schedule A hereto, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), and (v) any goodwill associated with any of the foregoing (collectively, the "Assigned Marks").

2. Perfection of Ownership Claims. To the extent that Assignor is seeking to perfect the ownership of the Assigned Trademarks and Assignor's ownership of the Trademarks has not been perfected by the date of execution, Assignor agrees to promptly assign ownership of the Trademarks to Assignee, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Assignor further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Assigned Trademarks. Assignor hereby authorizes the United States Patent and Trademark Office, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of the Assignment.

3. DISCLAIMER; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY

EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. General Provisions.

a. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

b. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

c. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties.

d. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions.

e. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

f. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of the Agreement.

g. Nothing in this Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between Assignor and Assignee.


h. This Agreement shall be subject to and governed by the laws of the State of California without regard to the conflict of law rules of such state.

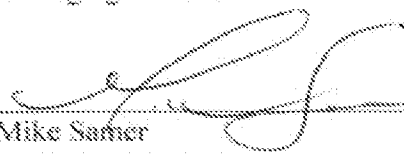
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives as of the date first written above.

ASSIGNOR:

HLS VENTURES, LLC

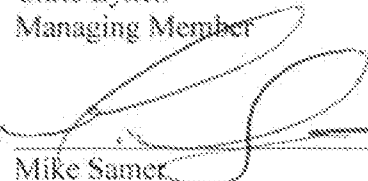
By: 
Chris Lynch
Managing Member

By: 
Mike Sarnet
Managing Member

ASSIGNEE:

EVERYDAY CALIFORNIA HOLDINGS, LLC


By: 
Chris Lynch
Managing Member

By: 
Mike Sarnet
Managing Member

Schedule A

Status of Trademarks

- As of April 11, 2014 -

<u>Territory</u>	<u>Mark</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>
U.S.	EVERYDAY CALIFORNIA	Applied	86/131,838	
U.S.		Applied	86/131,857	

U.S.		Unregistered	N/A	N/A
------	--	--------------	-----	-----

4.9.2014

270 Language of the application
English

Current Status

732 Name and address of the holder of the registration

HLS Ventures, LLC 7472 La Jolla Blvd La Jolla CA 92037 United States of America

812 Contracting State or Contracting Organization in the territory of which the holder has a real and effective industrial or commercial establishment

US (United States of America)

842 Legal nature of the holder (legal entity) and State, and, where applicable, territory within that State where the legal entity is organized

LTD LIABILITY COMPANY, California, United States

740 Name and address of the representative

Edmund J Ferdinand III Ferdinand IP LLC 129 Post Road East Westport CT 06880 United States of America

540 Mark

EVERYDAY CALIFORNIA

541 Reproduction of the mark where the mark is represented in standard characters

526 Disclaimer

"CALIFORNIA"

511 International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification)

25 Clothing, footwear and headgear, namely, shirts, t-shirts, dresses, skirts, swim suits, sweat pants, tank tops, shorts, pants, jackets, sweaters, socks, wetsuits, sandals and caps.

821 Basic application

US (United States of America), 29.11.2013, 86131838

831 Designation(s) under the Madrid Agreement

CN (China), EM (European Community), MX (Mexico)

Pending Registration

Date of receipt by the International Bureau

27.06.2014

Date of receipt of the international application by the Office of Origin

27.06.2014

831 Designation(s) under the Madrid Agreement

CN (China), EM (European Community), MX (Mexico)

Status

E