

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nice Kicks, LLC		09/05/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Nice Kicks Holdings, LLC		
Street Address:	755 Jarvis Drive		
City:	Morgan Hill		
State/Country:	CALIFORNIA		
Postal Code:	95037		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4225171	NICE KICKS	
CORRESPONDENCE DATA			
Fax Number:	4082664876		
<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:	14082649822		
Email:	daryder1631@yahoo.com		
Correspondent Name:	David A Ryder Attorney		
Address Line 1:	1631 Willow Street		
Address Line 2:	Suite 100		
Address Line 4:	San Jose, CALIFORNIA 95125		
NAME OF SUBMITTER:	David A Ryder		
SIGNATURE:	/David A Ryder/		
DATE SIGNED:	09/25/2014		
Total Attachments: 2			
source=Assignment Nice Kicks#page1.tif			
source=Assignment Nice Kicks#page2.tif			

OP \$40.00 4225171

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment"), made and entered into this 5th day of September 2014, by and between NICE KICKS HOLDINGS, LLC, a Texas limited liability company ("Assignee") and NICE KICKS, LLC, a Texas limited liability company ("Assignor").

RECITALS:

A. The Assignor, together with NICE KICKS RETAIL, LLC, a Texas limited liability company and the Assignee are parties to that Contract of Sale of Business Assets dated July 28, 2014 (the "Contract of Sale"), pursuant to which the Assignor as Seller has agreed to sell to the Assignee as Buyer, and the Assignee as Buyer has agreed to purchase from the Assignor as Seller, certain assets of Assignor used in conjunction with a retail business engaged in the sale of sports apparel, including clothing, shoes, accessories and related items located in Austin, Texas.

B. As part of the Agreement, the Assignor has agreed to assign to the Assignee the trademark "NICE KICKS" (the "Trademark"), which is registered on the Principal Register of the United States Patent and Trademark Office, Serial No. 85/552288, Serial Filing Date February 24, 2012, Registration No. 4225171, Registration Date October 16, 2012, and which the Assignor has adopted and is using for said retail business.

AGREEMENTS:

SECTION 1. ASSIGNMENT

The Assignor hereby assigns to the Assignee all of the Assignor's right, title, and interest in and to the Trademark, including the above-identified registration of the Trademark and all goodwill associated with the Trademark. This assignment is made by the Assignor to the Assignee free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization. The Assignee hereby accepts this assignment.

SECTION 2. EFFECT OF ASSIGNMENT

This assignment is intended to be and is an absolute sale and assignment of all right, title, and interest of the Assignor in and to the Trademark. From and after the date of this assignment, the Assignee shall be the sole and lawful owner of the interest of the Assignor in and to the Trademark and shall have all rights of the Assignor in relation to the Trademark.

SECTION 3. WARRANTY OF TITLE AND RIGHT TO CONVEY

The Assignor represents and warrants that the Assignor is the sole and absolute owner of the Trademark, and the Assignor has good and valid right to sell and convey the Trademark to the Assignee.

SECTION 4. FUTURE ASSURANCES

The Assignor shall, upon the request of the Assignee, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Assignment.

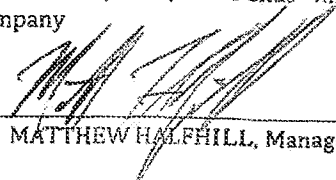
SECTION 5. SECURITY INTEREST GRANTED

Notwithstanding anything to the contrary, this Assignment is conditionally granted and subject to the payment of the balance of the cash consideration and performance under the terms and conditions of the Contract of Sale.

IN WITNESS WHEREOF, Assignee and Assignor have each caused this Assignment of Trademarks to be executed and effective as of the date hereinabove first written.

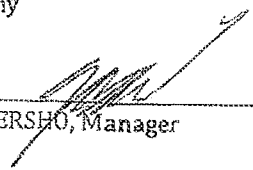
~~ASSIGNEE~~ *ASSIGNOR*

NICE KICKS, LLC, a Texas limited liability company

By: 
MATTHEW HALFHILL, Manager

~~ASSIGNOR~~ *ASSIGNEE*

NICE KICKS HOLDINGS, LLC, a Texas limited liability company

By: 
GEORGE MERSHO, Manager