

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mycoskie, LLC		10/19/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mycoskie Holdings, LLC		
Street Address:	1126 Parkway Trail		
City:	Topanga		
State/Country:	CALIFORNIA		
Postal Code:	90290		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86235387	KARMA BAND	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	202.942.5000		
Email:	trademarkdocketing@aporter.com, louis.ederer@aporter.com, laura.tejeda@aporter.com, elisabeth.richards@aporter.com		
Correspondent Name:	Louis S. Ederer		
Address Line 1:	555 Twelfth Street, NW		
Address Line 2:	IP DOCKETING		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	0026766.00002		
NAME OF SUBMITTER:	Laura W. Tejeda		
SIGNATURE:	/Laura W. Tejeda/		
DATE SIGNED:	10/28/2014		
Total Attachments: 9			
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CONFIRMATORY ASSIGNMENT

This CONFIRMATORY ASSIGNMENT is made effective as of October 19, 2014, by and between Mycoskie, LLC, a California limited liability company ("Assignor"), on the one hand, and Mycoskie Holdings, LLC, a Delaware limited liability company ("Assignee"), on the other.

WHEREAS, Assignor and Assignee are parties to a certain INTELLECTUAL PROPERTY ASSIGNMENT dated October 19, 2014, a copy of which is attached hereto as Exhibit A, which provides for the assignment by Assignor to Assignee of all Assignor's right, title and interest in and to the word mark KARMA BAND (the "Mark"), and any and all business, reputation and/or goodwill symbolized by the Mark and/or associated with the Mark, including, without limitation the application for the KARMA BAND mark, Serial No. 86/235,387, that Assignor has filed to register with the U.S. Patent and Trademark Office (the "USPTO"); and

WHEREAS, the parties wish to clarify and confirm the Intellectual Property Rights, as defined below, that were intended to be encompassed by the INTELLECTUAL PROPERTY ASSIGNMENT with respect to the Mark;

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

1. Assignor confirms that, pursuant to the INTELLECTUAL PROPERTY ASSIGNMENT, in addition to the Assigned IP specifically referred to therein, it has sold, assigned, transferred and conveyed to Assignee, its entire right, title, interest in and to:
 - a. The Mark, including, without limitation, the application for the KARMA BAND mark that Assignor filed to register with the USPTO, Serial No. 86/235,387;
 - b. the goodwill of the business symbolized by the Mark, including, without limitation, that portion of Assignor's ongoing and existing business to which the Mark pertains within the meaning of Section 10(a) of the Lanham Act, 10 U.S.C. § 1060(a); and
 - c. all rights of action at law and suits in equity to recover for past infringements of the Mark currently known to Assignor as of the date hereto or that may become known after the date of this Assignment.
2. 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 has caused this Assignment to be executed by the signature of its duly authorized officer as of the effective date set forth above.

ASSIGNOR:

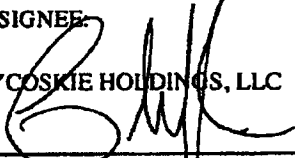
MYCOSKIE, LLC


By: Blake Mycoskie

Title: Chief Executive Officer

ASSIGNEE:

MYCOSKIE HOLDINGS, LLC


By: Blake Mycoskie

Title: Sole Member of Mycoskie Holdings

658892958

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), effective as of October 19, 2014 (the "Effective Date"), is by and among Mycoskie, LLC, a California limited liability company ("Assignor"), on the one hand, and Mycoskie Holdings, LLC, a Delaware limited liability company ("Assignee"), on the other. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Membership Interest Purchase Agreement (defined herein below).

WHEREAS, Assignor and TVI, LLC, a Delaware limited liability company, have entered into that certain Intellectual Property License Agreement, dated July 29, 2010, as amended by the First Amended and Restated Intellectual Property License and Assignment Agreement, dated July 18, 2013 between Assignor and TOMS Shoes Inc. (as amended, the "IP License and Assignment Agreement");

WHEREAS, TSTS Holdings Inc., a Delaware corporation controlled by Assignee and TSTS Acquisition Co. an affiliate of Bain Capital Partners, LLC ("Buyer"), have entered into that certain Membership Interest Purchase Agreement, dated August 20, 2014 (the "Membership Interest Purchase Agreement"), pursuant to which, among other things, Buyer will purchase 50% of the interests in TOMS Shoes Holdings, LLC, a direct subsidiary of TSTS; and

WHEREAS, in accordance with the Membership Interest Purchase Agreement and prior to the consummation of the transactions contemplated thereby, Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in, to and under (i) the Intellectual Property (as defined in the Membership Interest Purchase Agreement) listed on Schedule A hereto and (ii) all rights of Assignor, if any, in, to and under the name, image, voice, signature, photograph or other likeness and persona (including, without limitation, rights of publicity and personality rights) of or associated with Blake Mycoskie, together with the goodwill of the business symbolized by any of the foregoing, throughout the world (collectively, the "Assigned IP"), and Assignor has agreed to terminate the IP License and Assignment Agreement as of the date hereof.

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

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned IP, and all rights corresponding to the Assigned IP throughout the world, including the right to establish, perfect,

defend and seek damages and other remedies for the past, present, and future infringement or other violation of any of the foregoing throughout the world.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned IP, and to issue any and all Assigned IP to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.

3. Further Assurances. Assignor and Assignee each agree to perform all further acts and execute and deliver all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

7. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including but not limited to all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

MYCOSKIE, LLC

By: [Signature]
Name: Blake Mycoskie
Title: Sole Member

Acknowledged and Accepted:

ASSIGNEE:

[MYCOSKIE HOLDINGS, LLC]

By: [Signature]
Name: Blake Mycoskie
Title: Sole Member

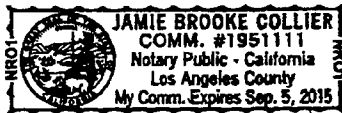
THE [STATE/Commonwealth/COUNTRY] OF [CA]

County of Los Angeles

This instrument was executed before me on this 15 day of October, 2014, by Blake Mycoskie the CEO [title] of Mycoskie, LLC, a Delaware limited liability company, on behalf of Mycoskie, LLC.

[Signature]
Notary Public in and for
The [State/Commonwealth] of [CA]

Jamie Brooke Collier
Printed or Typed Name of Notary



My commission expires September 5, 2015

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ACKNOWLEDGMENT

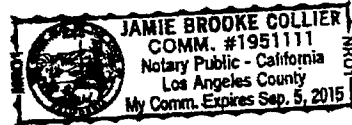
State of California
County of Los Angeles)


On October 15, 2014 before me, Jamie Brooke Collier, Notary Public,
(insert name and title of the officer)

personally appeared Blake Mycoskie
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

SCHEDULE A

Assigned IP

Jurisdiction	Mark	Image	Reg. No. (App. No.)
U.S. Federal	START SOMETHING THAT MATTERS		4,427,727 (85/722,052)
U.S. Federal	START SOMETHING THAT MATTERS		4,478,769 (85/720,568)
U.S. Federal	KARMA BAND		(86/235,387)
Patent Cooperation Treaty	SYSTEMS, METHODS AND APPARATUSES FOR MONITORING AND IMPROVING SPIRITUAL HEALTH		PCT/US2014/051307 (8/15/2014)
Taiwan	SYSTEMS, METHODS AND APPARATUSES FOR MONITORING AND IMPROVING SPIRITUAL HEALTH		10312907 (8/22/2014)

Domain Names

blakemycoskie.com
blakemycoskie.net
blakemycoskiebook.com
mycoskie.com
nopodo.org
page9ventures.com
pagenineventures.com
podoconiosis.com
podoconiosis.org
reverseretirement.com
reverseretirement.net
sstmbook.com
startsomethingbook.com
startsomethingthatmatters.com
startsomethingthatmattersbook.com
stoppodo.com
stoppodo.org
thegivebrand.com
thegiveco.com
thegivecompany.com

thegivingbrand.com
thegivingco.com
thekarmaband.com
thekarmabracelet.com
thevagabondphilanthropists.com
thevagabondphilanthropists.com
twittercondom.com
twittercondom.com
twittercondom.info
twittercondom.me
twittercondom.mobi
twittercondom.net
twittercondom.us
twittercondoms.com
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vagabondphilanthropists.com
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