

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partnership described in that certain Partnership Agreement, dated as of May 1, 2014, by and among Keith Hufnagel, Jai Baek, Joanne Baek and Anne Freeman		10/10/2014	PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HUF Holdings, LLC		
Street Address:	2301 E. 7th Street		
Internal Address:	Suite #B200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90023		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77877543	H	
Serial Number:	78919870	HUF	
Serial Number:	78919900	HUF	
Serial Number:	78923928	HUF	
Serial Number:	85752642	DBC	
Serial Number:	86316158	H	
Serial Number:	86327393	PLANTLIFE	
CORRESPONDENCE DATA			
Fax Number:	4154572822		
<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:	(415) 457-2040		
Email:	trademarks@hiaringsmith.com		
Correspondent Name:	Elizabeth J. Rest		
Address Line 1:	101 Lucas Valley Road		
Address Line 2:	Suite 300		

OP \$190.00 77877543

TRADEMARK

Address Line 4: San Rafael, CALIFORNIA 94903

ATTORNEY DOCKET NUMBER: HUF (3)

NAME OF SUBMITTER: Elizabeth J. Rest

SIGNATURE: /Elizabeth J. Rest/

DATE SIGNED: 10/29/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated October 10th 2014 ("Effective Date"), is made by the partnership described in that certain Partnership Agreement, dated as of May 1, 2014, but effective as of March 8, 2010, by and among Keith Hufnagel, Jai Baek, Joanne Baek and Anne Freeman ("Assignor"), in favor of HUF Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the registered owner of those certain trademark registrations and trademark applications set forth in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Partnership Proprietary Rights Contribution Agreement, dated as of October 10th, 2014, by and among Assignor and Assignee (the "Partnership Contribution"), and in furtherance of the transaction contemplated by the Unit Purchase Agreement currently being negotiated by and among ACP HUF Holdings, Inc., a Delaware corporation, Assignee, Huf Distribution Corporation, a California corporation, Jae Baek, Joanne Baek, Keith Hufnagel and Anne Freeman (the "Unit Purchase Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to contribute, assign, transfer, convey and deliver to Assignee, all of Assignor's worldwide right, title and interest in and to the Trademarks.

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

1. Assignment of Rights. Effective upon the Effective Date, Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee all of its worldwide right, title and interest in and to (a) the Trademarks (b) the goodwill of the business symbolized by and associated with the Trademarks and (c) all rights, privileges and proceeds under the Trademarks, including, without limitation, any claim by Assignor against third parties for past, present or future infringement of the Trademarks.

2. Recordation. Effective upon the Effective Date, Assignor authorizes and requests the United States Patent and Trademark Office and the Canadian Intellectual Property Office, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications for registration, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks being assigned to Assignee in accordance with Schedule A.

3. No Alteration. Each of the Assignor and the Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Partnership Contribution and Unit Purchase Agreement will be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

4. Further Assurances. Assignor agrees to take, at Assignee's expense, such further action, execute such additional documents and, in general, do all lawful things reasonably requested of Assignor by Assignee to perfect Assignee's title in and to the Trademarks and to carry out and fulfill the purposes and intent of this Assignment.

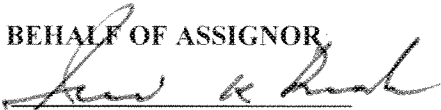
5. General. This Assignment will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The Assignor and Assignee intend that this Assignment is for recordation purposes only, and to the extent that this Assignment and the Partnership Contribution conflict in any way, the terms of the Partnership Contribution will control. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and binding as of the date first written above, and, when delivered, all of which will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the Effective Date.

ON BEHALF OF ASSIGNOR

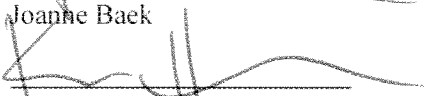
By:


Kai Baek

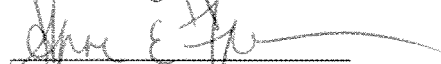
By:


Joanne Baek

By:

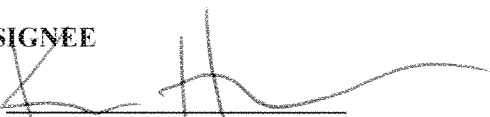

Keith Hufnagel

By:


Anne Freeman

ASSIGNEE









By:



Name: Keith Hufnagel

Title: President of Huf Distribution Corporation, as
manager of Huf Holdings, LLC

**SCHEDULE A
Trademarks**

<u>Country:</u>	Australia	<u>App. #</u>	A0019961	<u>App. Dt.</u>	5/19/2010	<u>Reg. #</u>	IR 1040199	<u>Reg. Dt.</u>	11/18/2010	<u>Status</u>	Registered	<u>Classes</u>	25	<u>Goods & Services</u>	Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats
	<u>Mark</u>		CIRCLE H Logo												
															
<u>Country:</u>	Brazil	<u>App. #</u>	907178642	<u>App. Dt.</u>	12/30/2013	<u>Reg. #</u>		<u>Reg. Dt.</u>		<u>Status</u>	Pending	<u>Classes</u>	25	<u>Goods & Services</u>	Clothing, footwear, hats, caps, etc.
	<u>Mark</u>														
															
<u>Country:</u>	Brunei Darussalam	<u>App. #</u>	TBD	<u>App. Dt.</u>	10/8/2014	<u>Reg. #</u>		<u>Reg. Dt.</u>		<u>Status</u>	Pending	<u>Classes</u>	25	<u>Goods & Services</u>	clothing, footwear, headgear
	<u>Mark</u>														
															
<u>Country:</u>	Canada	<u>App. #</u>	1,482,014	<u>App. Dt.</u>	5/20/2010	<u>Reg. #</u>	TMAS813,828	<u>Reg. Dt.</u>	12/12/2011	<u>Status</u>	Registered	<u>Classes</u>	n/a	<u>Goods & Services</u>	Clothing, t-shirts, sneakers, sweat shirts, socks, and hats
	<u>Mark</u>		CIRCLE H Logo												
															
<u>Country:</u>	Chile	<u>App. #</u>	1,482,009	<u>App. Dt.</u>	5/20/2010	<u>Reg. #</u>	TMAS805,588	<u>Reg. Dt.</u>	8/30/2011	<u>Status</u>	Registered	<u>Classes</u>	n/a	<u>Goods & Services</u>	Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats
	<u>Mark</u>														
															
<u>Country:</u>	China (People's Republic Of)	<u>App. #</u>	1136138	<u>App. Dt.</u>	10/7/2014	<u>Reg. #</u>		<u>Reg. Dt.</u>		<u>Status</u>	Pending	<u>Classes</u>	25	<u>Goods & Services</u>	clothing, footwear, headgear
	<u>Mark</u>														
															
<u>Country:</u>	China (People's Republic Of)	<u>App. #</u>	914723	<u>App. Dt.</u>	12/28/2006	<u>Reg. #</u>	IR 914723	<u>Reg. Dt.</u>	8/2/2007	<u>Status</u>	Registered	<u>Classes</u>	25	<u>Goods & Services</u>	Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats
	<u>Mark</u>														
															
<u>Country:</u>		<u>App. #</u>	TBD	<u>App. Dt.</u>	9/4/2014	<u>Reg. #</u>		<u>Reg. Dt.</u>		<u>Status</u>	Pending	<u>Classes</u>	25	<u>Goods & Services</u>	clothing; shoes; hats; socks; gloves (clothing); scarves; neckties; belts (clothing); chausshes; sashes for wear; wimples; mantles; shower caps; sleep masks; wedding dress
	<u>Mark</u>														
															

Country: European Union



Mark
CIRCLE H Logo

App. #
A0019961

App. Dt.
5/19/2010

Reg. #
IR 1040199

Reg. Dt.
4/29/2011

Status
Registered

Classes
25

Goods & Services
Clothing; namely, t-shirts, sneakers, sweat shirts, socks, and hats

HUF 914723

12/28/2006 IR 914723

1/4/2011

Registered

25

Clothing; namely, t-shirts, sneakers, sweat shirts, socks, and hats

Country: Greece

Mark
HUF

App. #
914723

App. Dt.
9/30/2014

Reg. #
IR 914723

Reg. Dt.

Status
Pending

Classes
25

Goods & Services
Clothing; namely, t-shirts, sneakers, sweat shirts, socks, and hats

Country: Hong Kong

Mark
HUF

App. #
302854567

App. Dt.
12/5/2013

Reg. #

Reg. Dt.

Status
Pending

Classes
25

Goods & Services
Clothing; t-shirts, sneakers, sweat shirts, socks, hat, headgear and footwear

Country: Indonesia

Mark
HUF

App. #
D002014

App. Dt.
10/8/2014

Reg. #

Reg. Dt.

Status
Pending

Classes
25

Goods & Services
t-shirts, sneakers, sweat shirts, socks, and hats; clothing; footwear; headgear

Country: Israel

Mark
HUF

App. #
IR 914723

App. Dt.
12/21/2013

Reg. #

Reg. Dt.

Status
Pending

Classes
25

Goods & Services
Clothing; namely, t-shirts, sneakers, sweat shirts, socks, and hats

Country: Japan

Mark
CIRCLE H Logo

App. #
A0019961

App. Dt.
5/19/2010

Reg. #
IR 1040199

Reg. Dt.
10/28/2010

Status
Registered

Classes
25

Goods & Services
Clothing; namely, t-shirts, sneakers, sweat shirts, socks, and hats



HUF 914723

12/28/2006 IR 914723

12/20/2007

Registered

25

Clothing; namely, t-shirts, sneakers, sweat shirts, socks, and hats

Country: Malaysia

Mark
HUF

App. #
2014050575

App. Dt.
1/16/2014

Reg. #

Reg. Dt.

Status
Pending

Classes
25

Goods & Services
Clothing; namely, t-shirts, sneakers, sweat shirts, socks, and hats; clothing; footwear; headgear

Country: Mexico

Mark
HUF

App. #
IR 914723

App. Dt.
9/30/2014

Reg. #

Reg. Dt.

Status
Pending

Classes
25

Goods & Services
Clothing; namely, t-shirts, sneakers, sweat shirts, socks, and hats

Country: Thailand
Mark: HUF
App. #: 924070
App. Dt.: 1/17/2014
Reg. #:
Reg. Dt.:
Status: Pending
Classes: 25
Goods & Services: t-shirts, sneakers, sweat shirts, socks, and hats

Country: United States
Mark: CIRCLE H Logo
App. #: 77877,543
App. Dt.: 11/20/2009
Reg. #: 3,814,290
Reg. Dt.: 7/6/2010
Status: Registered
Classes: 25
Goods & Services: Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats



DBC: 85752,642
App. Dt.: 10/12/2012
Reg. #: 4,457,514
Reg. Dt.: 12/31/2013
Status: Registered
Classes: 25
Goods & Services: Clothing, namely, t-shirts, sneakers, sweat shirts, socks, pants, jackets, beanies, button ups, sweaters, and hats



Design Only (Galaxy Logo): 86316,158
App. Dt.: 6/20/2014
Status: Pending
Classes: 25
Goods & Services: Clothing, namely, shirts, jerseys, jackets, t-shirts, sweatshirts, sweatpants, socks, hats, caps, footwear, fleece tops, fleece pullovers, tank tops, gloves

HUF: 78919,870
App. Dt.: 6/29/2006
Reg. #: 3,312,384
Reg. Dt.: 10/16/2007
Status: Registered
Classes: 25
Goods & Services: Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats

HUF: 78923,928
App. Dt.: 7/6/2006
Reg. #: 3,312,419
Reg. Dt.: 10/16/2007
Status: Registered
Classes: 28
Goods & Services: Skateboard trucks, decks, and wheels

HUF: 78919,900
App. Dt.: 6/29/2006
Reg. #: 3,312,385
Reg. Dt.: 10/16/2007
Status: Registered
Classes: 35
Goods & Services: Retail store and on-line retail store services, featuring sneakers, clothing, and skateboard products

PLANTIFFE: 86327,393
App. Dt.: 7/22/2014
Status: Pending
Classes: 25
Goods & Services: Clothing, namely, socks, hats, shorts, t-shirts, footwear, headwear, hooded sweatshirts

Country: Vietnam
Mark: CIRCLE H Logo
App. #: A0019961
App. Dt.: 5/19/2010
Reg. #: IR 1040199
Reg. Dt.: 7/28/2011
Status: Registered
Classes: 25
Goods & Services: Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats



HUF: 914723
App. Dt.: 12/28/2006
Reg. #: IR 914723
Reg. Dt.: 8/11/2011
Status: Registered
Classes: 25
Goods & Services: Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats

Country: WIPO
Mark: CIRCLE H Logo
App. #: A0019961
App. Dt.: 5/19/2010
Reg. #: IR 1040199
Reg. Dt.: 5/19/2010
Status: Registered
Classes: 25
Goods & Services: Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats



HUF: 914723
App. Dt.: 12/28/2006
Reg. #: IR 914723
Reg. Dt.: 12/28/2006
Status: Registered
Classes: 25
Goods & Services: Clothing, namely, t-shirts, sneakers, sweat shirts, socks, and hats