

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petropics Gourmet Whole Foods, LLC		01/06/2015	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Cloud Star, LLC		
Street Address:	1973 Valle Vista Place		
City:	San Luis Obispo		
State/Country:	CALIFORNIA		
Postal Code:	93405		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4438426	TIKI DOG	
Registration Number:	3126264	TIKI CAT	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	15037-1		
NAME OF SUBMITTER:	Laura Konrath		
SIGNATURE:	/Laura L. Konrath/		
DATE SIGNED:	01/08/2015		
Total Attachments: 4			
source=CloudstarTrademark Assignment#page1.tif			

CH \$65.00 4438426

source=CloudstarTrademark Assignment#page2.tif

source=CloudstarTrademark Assignment#page3.tif

source=CloudstarTrademark Assignment#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is dated as of this 6th day of January, 2015, by and between Petropics Gourmet Whole Foods, LLC, a Washington limited liability company ("Assignor"), and Cloud Star, LLC, a California limited liability company (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks and trademark registrations identified on the attached Schedule A (hereinafter the "Marks");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and the other parties thereto, Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring the Marks and all of Assignor's rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's rights, title and interest in and to the Marks, all associated common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this Assignment, any rights, obligations, claims, liabilities or remedies.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

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

[signature page follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

PETROPICS GOURMET WHOLE FOODS, LLC

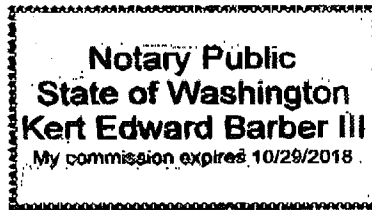
By: [Signature]
Name: Christine Trelett
Title: President

STATE OF WASHINGTON)
)
COUNTY OF)

On this 2nd day of January, 2015 before me, a Notary Public, personally appeared _____ to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his/her oath that he/she is the President of Petropics Gourmet Whole Foods, LLC who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Kert Edward Barber III
Notary Public

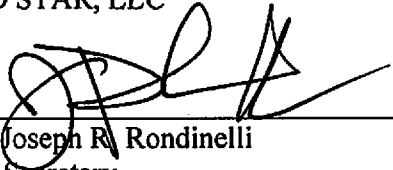
Oct 29, 2018
My Commission Expires



[Signature page to Trademark Assignment Agreement]

Acknowledged and Agreed:

CLOUD STAR, LLC

By: 
Name: Joseph R. Rondinelli
Title: Secretary

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARK	COUNTRY	SERIAL NO. / REG. NO.	OWNER
TIKI DOG	United States	85701160 / 4438426	Petropics Gourmet Whole Food LLC
TIKI CAT (and Design)	United States	78672990 / 3126264	Petropics Gourmet Whole Food LLC
TIKI DOG	Republic of Korea	4010120370000	Petropics Gourmet Whole Food LLC
TIKI CAT (and Design)	Republic of Korea	4009764420000	Petropics Gourmet Whole Food LLC