

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331401

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
Lakai, Ltd.		01/20/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	LL (assignment for the benefit of creditors), LLC
Street Address:	1100 La Avenida Street, Building A
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2721743	LAKAI
Registration Number:	2976418	LAKAI
Registration Number:	3534661	LAKAI SELECT
Registration Number:	3118851	THE SHOES WE SKATE
Registration Number:	2976419	
Registration Number:	2621866	LAKAI
Registration Number:	2525949	LAKAI
Registration Number:	2497003	LAKAI
Registration Number:	2497115	
Registration Number:	2503038	

CORRESPONDENCE DATA

Fax Number: 6172359493

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.

Phone: 415-315-2319

Email: trademarks@ropesgray.com

Correspondent Name: Jason S. Freedman, Ropes & Gray LLP

Address Line 1: Three Embarcadero Center

Address Line 4: San Francisco, CALIFORNIA 94111

TRADEMARK

ATTORNEY DOCKET NUMBER:	108712-0075-006
NAME OF SUBMITTER:	Jason S. Freedman
SIGNATURE:	/Jason S. Freedman/
DATE SIGNED:	02/06/2015

Total Attachments: 14

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, on January 20, 2015, Lakai, Ltd., a California corporation (“**Lakai**” or “**Assignor**”), in accordance with the assignment for benefit of creditor laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to LL (assignment for the benefit of creditors), LLC, a California limited liability company (“**Assignee**”), and, in so doing, designated Assignee to act as the assignee for the benefit of creditors of Assignor (the “**General Assignment**”);

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor’s trademarks and related rights to Assignee.

WHEREAS, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including without limitation, all registered and unregistered trademarks, service marks, logos, trade names, trade dress, domain names, social media account names, and other source identifiers, including without limitation (i) registered trademarks and service marks (the “**Trademark Registrations**”), and (ii) the applications for trademark and service mark registrations (the “**Trademark Applications**”), together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

NOW, THEREFORE, BE IT KNOWN, Assignor does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Assignee, in perpetuity, all of its respective worldwide rights, title, and interests in and to all of the Trademarks, including without limitation the Trademark Registrations and Trademark Applications, and all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to said Trademarks, and all foreign counterparts thereof, together with rights of priority and protection of interest in such Trademarks and all administrative rights relating thereto, including without limitation the right to prosecute registration applications and oppose or seek to cancel third party registrations, and all choses-in-action pertaining thereto, including without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any Trademark Application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

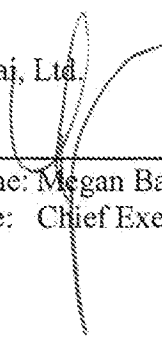
IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

Lakai, Ltd.

By: _____

Name: Megan Baltimore

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Megan Baltimore', is written over a horizontal dotted line. The signature is stylized and extends above and below the line.

[Signature Page to Lakai, Ltd. Trademark Assignment]

TRADEMARK
REEL: 005455 FRAME: 0125

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On January 20, 2015 before me, Christine Calderon, Notary Public
(insert name and title of the officer)

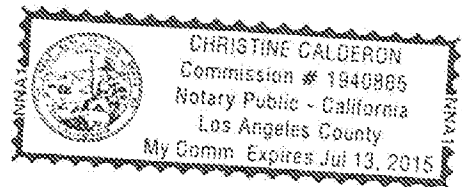
personally appeared Megan Baltimore
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Christine Calderon

(Seal)



IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

Lakai, Ltd.

By: _____

Name: Megan Baltimore

Title: Chief Executive Officer

LL (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Lakai, Ltd.

By: _____

Name: Martin Pichinson

Title: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of SANTA CLARA

On 01-20-2015 before me, RON K Ikebe
Date Name and Title of the Officer

personally appeared MARTIN PICHINSON
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature: Ron K Ikebe
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Assignment Document Date: _____

Number of Pages: 1 Signer(s) Other Than Named Above: _____


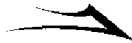

Capacity(ies) Claimed by Signer(s)


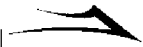

- | | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

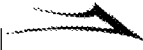
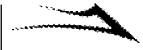

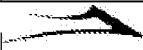

Signer Is Representing: _____ Signer Is Representing: _____



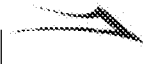

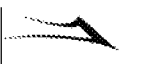
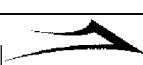
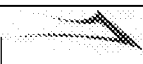
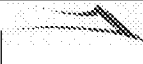
Schedule A

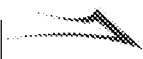
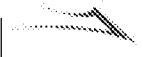



Trademarks and Trademark Applications



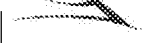




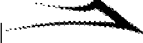
Status	Trademark	Country	App No	Filing Date	Reg No	Reg Date	Class
Renewed (Registered)	LAKAI	US	75823849	15-OCT-1999	2721743	03-JUN-2003	INT. CL. 18 TOTE BAGS, BACK PACKS AND LUGGAGE
Registered	 LAKAI	US	75910773	07-FEB-2000	2976418	26-JUL-2005	INT. CL. 28 SKATEBOARDS
Registered	LAKAI SELECT LAKAI SELECT	US	77099508	05-FEB-2007	3534661	18-NOV-2008	INT. CL. 25 CLOTHING, NAMELY, SKATEBOARD SHOES AND ATHLETIC FOOTWEAR
Registered	THE SHOES WE SKATE	US	76628586	18-JAN-2005	3118851	25-JUL-2006	INT. CL. 25 T-SHIRTS AND SWEATSHIRTS
Registered	 Design Only	US	75910847	07-FEB-2000	2976419	26-JUL-2005	INT. CL. 28 SKATEBOARDS; SNOWBOARD BINDINGS
Renewed (Registered)	 LAKAI	US	75910772	07-FEB-2000	2621866	17-SEP-2002	INT. CL. 18 TOTE BAGS, BACK PACKS AND LUGGAGE

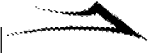






Renewed (Registered)	 LAKAI	US	75910771	07-FEB-2000	2525949	01-JAN-2002	INT. CL. 25 APPAREL, NAMELY, TOPS AND BOTTOMS; FOOTWEAR; SNOW BOARD BOOTS; HEADWEAR
Renewed (Registered)	LAKAI	US	75823848	15-OCT-1999	2497003	09-OCT-2001	INT. CL. 25 APPAREL, NAMELY, TOPS AND BOTTOMS; FOOTWEAR, SNOW BOARD BOOTS; HEADWEAR
Renewed (Registered)	 Design Only	US	75911246	07-FEB-2000	2497115	09-OCT-2001	INT. CL. 25 APPAREL, NAMELY, TOYS AND BOTTOMS; FOOTWEAR; SNOW BOARD BOOTS; HEADWEAR
Renewed (Registered)	 Design Only	US	75911247	07-FEB-2000	2503038	30-OCT-2001	INT. CL. 18 TOTE BAGS, BACK PACKS AND LUGGAGE
Registered (PR)	LAKAI	US			64819	12-APR-2005	Clothing, namely, shirts State Class(es): 25
Registered (PR)	LAKAI	US			64820	12-APR-2005	Clutch purses State Class(es): 18
Registered (PR)	Design Only	US			64821	12-APR-2005	Clutch purses State Class(es): 18

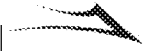
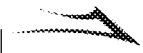



Registered (PR)	Design Only	US			64822	12-APR-2005	Clothing, namely, shirts State Class(es): 25
REGISTERED	LAKAI	Argentina	3271152	20-AUG-2013	2649958	13-MAY-2014	25
REGISTERED	 Design Only	Argentina	2767042	21-AUG-2007	2244685	20-AUG-2008	25
REGISTERED	LAKAI	Australia	1035216	20-DEC-2004	1035216	20-DEC-2004	28
REGISTERED	LAKAI	Australia	830288	03-APR-2000	830288	03-APR-2000	18 25
REGISTERED	 Design Only	Australia	844603	31-JUL-2000	844603	31-JUL-2000	18 25 28
REGISTERED	LAKAI LAKAI	Bosnia-Herzegovina	BAZ058860A	17-JUN-2005	BAZ058860	04-NOV-2009	18 25
REGISTERED	LAKAI	Brazil	822642549	14-APR-2000	822642549	29-MAY-2007	18
REGISTERED	LAKAI	Brazil	822642557	14-APR-2000	822642557	29-MAY-2007	25
REGISTERED	 Design Only	Brazil	823045722	04-AUG-2000	823045722	29-MAY-2007	18
REGISTERED	 Design Only	Brazil	823045730	04-AUG-2000	823045730	22-MAY-2007	25
REGISTERED	LAKAI	Bulgaria	2005080178N	15-JUL-2005	59884	21-JUN-2007	18 25
REGISTERED	LAKAI	Canada	1054120	05-APR-2000	TMA566299	23-AUG-2002	18 25
REGISTERED	 LINE Design	Canada	1069568	01-AUG-2000	TMA633299	21-FEB-2005	6 20 25 26 28
REGISTERED	CLAE	Chile	1040089	08-JUL-2002	1014869	09-DEC-2002	18 25
REGISTERED	LAKAI	Chile	717219	16-JAN-2006	759219	25-MAY-2006	18
REGISTERED	LAKAI TAMIN	Chile	514400	12-JAN-2001	613877	20-DEC-2001	25

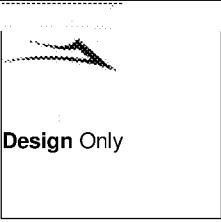





REGISTERED	 Design Only	Chile	717218	16-JAN-2006	760654	20-JUN-2006	18 25
REGISTERED	LAKAI	Chile	934686	31-JUL-2000	912039	09-JAN-2001	25
UNPUBLISHED APPLICATION (PENDING)	LAKAI	China	6652438	11-APR-2008			18
UNPUBLISHED APPLICATION (PENDING)	LAKAI	China	6652437	11-APR-2008			25
REGISTERED	 LAKAI	China	4255993	06-SEP-2004	4255993	14-APR-2009	25
REGISTERED	 Design Only	China	4255991	06-SEP-2004	4255991	21-JAN-2011	25
REGISTERED	 Design Only	China	4255990	06-SEP-2004	4255990	21-AUG-2008	18
REGISTERED	LAKAI	Colombia	06 5351	20-JAN-2006	321706	30-AUG-2006	25
REGISTERED	 Design Only	Colombia	06 6380	24-JAN-2006	321979	26-SEP-2006	25
REGISTERED	LAKAI	Community Trademarks	4171732	17-DEC-2004	4171732	27-MAR-2006	9 25 28
REGISTERED	LAKAI	Community Trademarks	1598374	07-APR-2000	1598374	07-JUL-2003	18 25
REGISTERED	 Design Only	Community Trademarks	1800218	31-JUL-2000	1800218	10-MAY-2002	18 25 28
APPLICATION (PENDING)	LAKAI	Costa Rica	2005-0003264	04-MAY-2005			18
APPLICATION (PENDING)	LAKAI	Costa Rica	2005-0003266	04-MAY-2005			25
APPLICATION (PENDING)	 Design Only	Costa Rica	2005-0003263	04-MAY-2005			18
APPLICATION (PENDING)	 Design Only	Costa Rica	2005-0003267	04-MAY-2005			25

REGISTRATION (REGISTERED)	LAKAI	Czech Republic	184703	16-OCT- 2002	260236	26-JAN- 2004	18 25 28
REGISTRATION (REGISTERED)	 Design Only	Czech Republic	184740	17-OCT- 2002	255270	25-JUN- 2003	18 25 28
REGISTRATION (REGISTERED)	LAKAI	Ecuador	167402	09-FEB- 2006	1412	29-MAY- 2007	25
REGISTRATION (REGISTERED)	 Design Only	Ecuador	167401	09-FEB- 2006	1411	29-MAY- 2007	25
SUBJECT OF A MERGER (REGISTERED)	LAKAI LAKAI	Hong Kong			200013847	15-OCT- 1999	25
SUBJECT OF A MERGER (REGISTERED)	LAKAI LAKAI	Hong Kong			200013846	15-OCT- 1999	18
REGISTRATION (REGISTERED)	LAKAI LAKAI	Hong Kong			200013846A	15-OCT- 1999	18 25
SUBJECT OF A MERGER (REGISTERED)	 Design Only	Hong Kong			200204912	07-FEB- 2000	18
SUBJECT OF A MERGER (REGISTERED)	 Design Only	Hong Kong			200200914	07-FEB- 2000	25
REGISTERED	 Design Only	Hong Kong			200200914A	07-FEB- 2000	18 25
APPLICATION (PENDING)	LAKAI	Indonesia	D00- 200505958.06	02-MAR- 2005			18
REGISTERED	LAKAI LAKAI	Israel	178095	02-FEB- 2005			18

REGISTERED	 LAKAI	Israel	178097	02-FEB-2005			25
REGISTERED	 Design Only	Israel	178096	02-FEB-2005			18
REGISTERED	 Design Only	Israel	178098	02-FEB-2005			25
REGISTERED	 LAKAI	Kosovo	7549	18-NOV-2008	1594	14-JUN-2010	18 25
REGISTERED	 LAKAI	Macedonia	2005/440	16-JUN-2005	13013	07-JUN-2007	18 25
REGISTERED	CLAE	Mexico	539902	19-MAR-2002	766301	31-OCT-2002	25
REGISTERED	CLAE	Mexico	539901	19-MAR-2002	768378	14-NOV-2002	18
REGISTERED	LAKAI	Mexico	492960	27-JUN-2001	884730	31-MAY-2005	25
REGISTERED	LAKAI	Mexico	419315	04-APR-2000	735841	28-FEB-2002	25
REGISTERED	LAKAI	Mexico	419314	04-APR-2000	658029	31-MAY-2000	18
REGISTERED	 Design Only	Mexico	440416	04-AUG-2000	681757	19-DEC-2000	18
REGISTERED	 Design Only	Mexico	440417	04-AUG-2000	688557	28-FEB-2001	25
REGISTERED	LAKAI	New Zealand	723127	20-DEC-2004	723127	12-JAN-2006	28
REGISTERED	LAKAI	New Zealand	611713	04-APR-2000	611713	05-OCT-2000	18
REGISTERED	LAKAI	New Zealand	611714	04-APR-2000	611714	05-OCT-2000	25
REGISTERED	 Design Only	New Zealand	619813	01-AUG-2000	619813	01-FEB-2001	18

REGISTERED	 Design Only	New Zealand	620047	01-AUG-2000	620047	01-FEB-2001	25
REGISTERED	LAKAI	Norway	200003867	04-APR-2000	205344	19-OCT-2000	18 25
REGISTERED	 Design Only	Norway	200008883	01-AUG-2000	207663	29-MAR-2001	18 25 28
REGISTERED	CLAE	Panama	122064	11-JUL-2002	122064	11-JUL-2002	25
REGISTERED	LAKAI	Panama	106660	13-APR-2000	106660	13-APR-2000	25
REGISTERED	LAKAI	Panama	106659	13-APR-2000	106659	13-APR-2000	18
REGISTERED	 Design Only	Panama	109256	07-AUG-2000	109256	07-AUG-2000	25
REGISTERED	 Design Only	Panama	109255	07-AUG-2000	109255	07-AUG-2000	18
APPLICATION (PENDING)	LAKAI	Peru	388838-2009	26-MAY-2009			25
REGISTERED	LAKAI	Poland	216586	07-APR-2000	151532	03-DEC-2003	18 25
REGISTERED	 Design Only	Poland	222314	04-AUG-2000	152328	04-MAY-2004	18 25 28
REGISTERED	LAKAI	Russian Federation	2004728861	14-DEC-2004	301800	27-FEB-2006	18 25
REGISTERED	 lakai	Russian Federation	2004728859	14-DEC-2004	301799	27-FEB-2006	18 25
REGISTERED	 Design Only	Russian Federation	2004728860	14-DEC-2004	303786	29-MAR-2006	18 25
REGISTERED	LAKAI	Serbia	2005-785	20-JUN-2005	51212	30-AUG-2006	18 25
APPLICATION (PENDING)	LAKAI	South Africa	2000/06252	04-APR-2000			18
APPLICATION (PENDING)	LAKAI	South Africa	2000/06253	04-APR-2000			25

APPLICATION (PENDING)	 Design Only	South Africa	2000/15525	02-AUG-2000			18
APPLICATION (PENDING)	 Design Only	South Africa	2000/15526	02-AUG-2000			25
REGISTERED	LAKAI LAKAI	South Korea	70-2002-0000421	02-AUG-2002	4.00514E+12	27-FEB-2002	25
REGISTERED	LAKAI LAKAI	South Korea	40-2001-0031693	19-JUL-2001	4.00538E+12	23-DEC-2002	25
REGISTERED	 Design Only	South Korea	40-2000-0037018	01-AUG-2000	4.00503E+12	11-OCT-2001	18 25 28
REGISTERED	LAKAI	Switzerland	4192/2004	20-DEC-2004	P-529987	25-JAN-2005	28
REGISTERED	LAKAI	Switzerland	4002/2000	03-APR-2000	P-476875	04-OCT-2000	18 25
REGISTERED	 Design Only	Switzerland	9022/2000	31-JUL-2000	P-482354	02-MAR-2001	18 25 28
REGISTERED	LAKAI LAKAI	Taiwan	96007598	14-FEB-2007	1290178	01-DEC-2007	25
REGISTERED	 LAKAI	Taiwan	94051696	27-OCT-2005	1255310	16-MAR-2007	18 25
REGISTERED	LAKAI LAKAI	Taiwan	93040931	03-SEP-2004	1186510	16-DEC-2005	18

REGISTERED	 Design Only	Taiwan	93040929	03-SEP-2004	1155428	16-MAY-2005	18 25
REGISTERED	LAKAI LAKAI	Thailand	583214	02-MAR-2005	269566		25
REGISTERED	LAKAI LAKAI	Thailand	583213	02-MAR-2005	240471		18
REGISTERED	 Design Only	Thailand	583215	02-MAR-2005	240472		18
REGISTERED	 LAKAI	Venezuela	2005-002475	17-FEB-2005	P294665	18-JUN-2009	18
REGISTERED	 LAKAI	Venezuela	2005-002474	17-FEB-2005	P294664	18-JUN-2009	25
REGISTERED	LAKAI	Venezuela	2005-002479	17-FEB-2005	P266550	19-DEC-2005	18
REGISTERED	LAKAI	Venezuela	2005-002478	17-FEB-2005	P266549	19-DEC-2005	25
REGISTERED	 Design Only	Venezuela	2005-002477	17-FEB-2005	P294667	18-JUN-2009	18
REGISTERED	 Design Only	Venezuela	2005-002476	17-FEB-2005	P294666	18-JUN-2009	25