

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LL (assignment for the benefit of creditors), LLC		01/20/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	ACP GS Opco, Inc.
<b>Street Address:</b>	22500 S. Vermont Avenue
<b>City:</b>	Torrance
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90502
<b>Entity Type:</b>	CORPORATION: DELAWARE

## 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 &amp; Gray LLP

Address Line 1: Three Embarcadero Center

OP \$265.00 2721743

**Address Line 4:** San Francisco, CALIFORNIA 94111

**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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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Trademark Assignment"), effective as of January 20, 2015 (the "Effective Date"), is by and between LL (assignment for the benefit of creditors), LLC, a California limited liability company, as assignee for the benefit of creditors of Lakai, Ltd. ("Assignor"), and ACP GS Opco, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to a General Assignment dated January 20, 2015 (the "Assignment"), Lakai, Ltd. (the "Company") has assigned and transferred to Assignor in trust for the benefit of the Company's creditors, all of the Company's right, title and interest in and to all of its assets wherever situated, either within or without the State of California, 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 (the "Trademarks") owned by the Company, including without limitation the Trademark Registrations and Trademark Applications (each defined below) listed on Schedule A attached hereto;

WHEREAS, the Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, the Assignor has agreed to execute and deliver this Trademark Assignment;

WHEREAS, subject to the terms and conditions set forth in this Trademark Assignment, the Assignor is willing to assign to the Assignee its respective rights in such Trademarks;

WHEREAS, the Assignee desires to obtain ownership of the Trademarks in accordance with the terms and conditions set forth in this Trademark Assignment and the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Assignee and the Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment. The 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 registered trademarks and service marks (the "Trademark Registrations") identified on Schedule A attached hereto, and the applications for trademark and service mark registrations (the "Trademark Applications") identified on Schedule A attached hereto, subject to any and all liens and encumbrances relating to such Trademark Registrations and Trademark Applications previously granted by the Company, 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.

2. Recordation. In order to record this Trademark Assignment with the United States Patent and Trademark Office or any equivalent foreign trademark office (as applicable, the "PTO"), the parties hereto shall execute this Trademark Assignment, and the Assignee may execute the Recordation Cover Sheet or any similar document required by the PTO in order to record the assignment effected hereby. Thereafter, the Assignee may record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Trademark Assignment and Schedule A hereto. At any time, and from time to time at Assignee's request and expense, the Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Trademarks, including the Trademark Registrations and Trademark Applications in the Assignee.

3. Power of Attorney. The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO. This power of attorney shall be irrevocable.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

5. Successors and Assigns. This Trademark Assignment shall bind the Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

*[Signature page to follow]*

This Assignment of Trademarks is executed and delivered effective as of the Effective Date.

LL (assignment for the benefit of creditors), LLC

By:   
Martin Pichinson  
Manager

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 SANTA CLARA

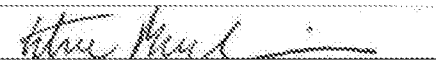
Subscribed and sworn to (or affirmed) before me on this 20 day of JANUARY, 2015, by MARTIN PICHINSON,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)




Signature Ron K Ikebe

**ACP GS Opco, Inc.**

By:   
Name: Steven Brownlie  
Title: President

Pursuant to Section 1 of the Assignment, Lakai, Ltd., consents and agrees to this Assignment of Trademarks and confirms the effectiveness of the assignment hereunder.

Lakai, Ltd.

By:  \_\_\_\_\_

Name: Megan Baltimore  
Title: Chief Executive Officer

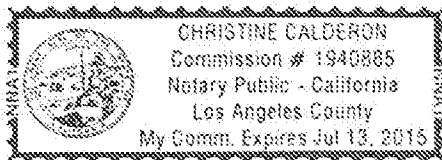
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 20<sup>th</sup> day of January, 2015, by Megan Baltimore proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)




Signature  \_\_\_\_\_




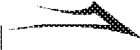

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

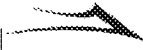
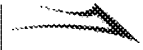



Schedule A

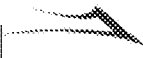


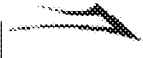
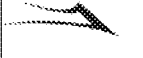



Trademarks and Trademark Applications

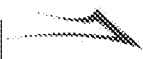
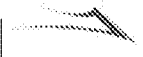

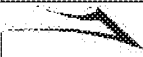

Status	Trademark	Country	App No	Filing Date	Reg No	Reg Date	Class
Renewed (Registered)	LAKAI	US	75823849	15-OCT-1999	2721743	03-JUN-2003	INT. CL. 18 TOTE BAGS, BACK PACKS AND LUGGAGE
Registered	 LAKAI	US	75910773	07-FEB-2000	2976418	26-JUL-2005	INT. CL. 28 SKATEBOARDS
Registered	LAKAI SELECT  LAKAI SELECT	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



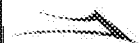
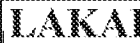

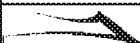
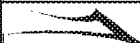
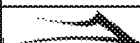









Renewed (Registered)	 LAKAI	US	75910771	07-FEB-2000	2525949	01-JAN-2002	INT. CL. 25 APPAREL, NAMELY, TOPS AND BOTTOMS; FOOTWEAR; SNOW BOARD BOOTS; HEADWEAR
Renewed (Registered)	LAKAI	US	75823848	15-OCT-1999	2497003	09-OCT-2001	INT. CL. 25 APPAREL, NAMELY, TOPS AND BOTTOMS; FOOTWEAR, SNOW BOARD BOOTS; 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	2503098	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

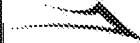
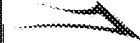



Registered (PR)	Design Only	US			64822	12-APR-2005	Clothing, namely, shirts <b>State Class(es):</b> 25
REGISTERED	LAKAI	Argentina	3271152	20-AUG-2013	2649958	13-MAY-2014	25
REGISTERED	 Design Only	Argentina	2767042	21-AUG-2007	2244685	20-AUG-2008	25
REGISTERED	LAKAI	Australia	1035216	20-DEC-2004	1035216	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

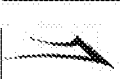
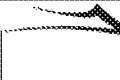
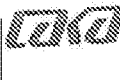

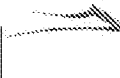
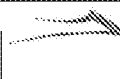
REGISTERED	 Design Only	Chile	717218	16-JAN-2006	760654	20-JUN-2006	18 25
REGISTERED	LAKAI	Chile	934686	31-JUL-2000	912039	09-JAN-2001	25
UNPUBLISHED APPLICATION (PENDING)	LAKAI	China	6652438	11-APR-2008			18
UNPUBLISHED APPLICATION (PENDING)	LAKAI	China	6652437	11-APR-2008			25
REGISTERED	 LAKAI	China	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 A	07-FEB- 2000	18 25
APPLICATION (PENDING)	LAKAI	Indonesia	D00- 200505958.06 016	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
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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	<b>LAKAI</b> LAKAI	Thailand	583214	02-MAR-2005	269566		25
REGISTERED	<b>LAKAI</b> 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	<b>LAKAI</b>	Venezuela	2005-002479	17-FEB-2005	P266550	19-DEC-2005	18
REGISTERED	<b>LAKAI</b>	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