

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basta Co., LLC		02/04/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Raj Manufacturing, LLC		
Street Address:	2692 Dow Avenue		
City:	Tustin		
State/Country:	CALIFORNIA		
Postal Code:	92780		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86368243	BASTA SURF	
Serial Number:	77379129	BASTA	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
	<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:	310-551-9306		
Email:	jarciniega@mwe.com, bmorgan@mwe.com, ipdocketlosangeles@mwe.com		
Correspondent Name:	Jorge Arciniega		
Address Line 1:	2049 Century Park East, 38th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	087902-0010		
NAME OF SUBMITTER:	Jorge Arciniega		
SIGNATURE:	/Jorge Arciniega/		
DATE SIGNED:	02/12/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 4, 2015, is made by Basta Co., LLC (“**Assignor**”), located at 270 Lafayette Street #1412, New York, NY 10012 in favor of Raj Manufacturing, LLC (“**Assignee**”), located at 2692 Dow Avenue, Tustin, CA 92780, the Buyer of certain assets of Assignor pursuant to that certain Asset Purchase Agreement, dated of even date herewith, to which each of Assignor and Assignee is a party (the “**Agreement**”).

WHEREAS, under the terms of the Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

WHEREAS, Assignor owns the patents and patent applications set forth in **Schedule 1** hereto, including all corresponding non-provisionals, substitutions, certificates, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

WHEREAS, Assignor has filed two trademark applications for the trademarks set forth on **Schedule 2** hereto, one of which has been registered with the US Patent and Trademark Office and the other is pending approval of its registration by the US Patent and Trademark Office; the Assignor owns the registered trademark, and will own such unregistered but applied for trademark upon approval by the US Patent and Trademark Office, including all corresponding trademark registrations and applications for registration, issuances, renewals and extensions thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; and

WHEREAS, Assignor owns all right, title and interest in and to the works set forth on **Schedule 3** hereto, including all corresponding copyright licenses, copyright registrations and applications for registration, issuances, renewals and extensions thereof (the “**Copyrights**”).

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the “**Assigned IP**”):

(a) the Patents, including the right to apply for and receive letters patent in this or any other countries for the Patents in Assignee's name;

(b) the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the Copyrights, including the right to use, reproduce, publish, distribute and exploit the Copyrights in any media, and to prepare derivatives of the Copyrights;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. **Terms of the Agreement.** The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

Basta Co., LLC

By: SE
Name: Emily Ford
Title: member

ASSIGNEE:

Raj Manufacturing, LLC

By: [Signature]
Name: Uha Vogel
Title: Co. President

SCHEDULE 1

Patents

None

SCHEDULE 2

Trademarks

<u>Trademark</u>	<u>USPTO Serial Number / Registration Number</u>	<u>Application Filing Date / Registration Date</u>
BASTA SURF	86368243 / NA	August 15, 2014
Basta	77379129 / 3781691	January 24, 2008 / April 27, 2010

SCHEDULE 3

Copyrights

None