

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337700

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/04/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GHOST HOLDINGS, LLC		11/05/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ghost Management Group, LLC		
<b>Street Address:</b>	41 Discovery		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86128959	GHOST GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>			
<b>Phone:</b>	9497600404		
<b>Email:</b>	lindsey.shultz@knobbe.com		
<b>Correspondent Name:</b>	Samantha Yarnell		
<b>Address Line 1:</b>	Knobbe Martens Olson & Bear LLP		
<b>Address Line 2:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	GHOLD.003T		
<b>NAME OF SUBMITTER:</b>	Samantha Yarnell		
<b>SIGNATURE:</b>	/Samantha Yarnell/		
<b>DATE SIGNED:</b>	04/09/2015		
<b>Total Attachments: 2</b>			
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OP \$40.00 86128959

**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Nunc Pro Tunc Trademark Assignment (hereinafter referred to as the "Assignment") is effective as of November 4, 2014 (hereinafter the "Effective Date"), by and between Ghost Holdings, LLC, a California limited liability company ("ASSIGNOR") and Ghost Management Group, LLC, a Delaware limited liability company (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR represents and confirms that prior to the Effective Date of this Assignment, it was the owner of the trademark listed in Schedule A, attached hereto and incorporated by reference herein, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademark");

WHEREAS, ASSIGNOR represents and confirms that prior to the Effective Date of this Assignment, ASSIGNOR had used the Trademark and acquired goodwill associated with and symbolized by said Trademark and had not abandoned the same;

WHEREAS, ASSIGNOR represents and confirms that prior to the Effective Date of this Assignment, it was the owner of the application for the Trademark listed in Schedule B, attached hereto and incorporated by reference herein, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademark");

WHEREAS, at all times prior to the Effective Date of this Assignment, ASSIGNOR and/or ASSIGNEE were actively involved in the selection, plans to use, and use of the Trademark, and the services being offered and provided in connection with the Trademark, as well as the business associated with the Trademark;

WHEREAS, ASSIGNEE desired to acquire all rights, title, and interest in and to the Trademark, the Application and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees comprised of or containing the Trademark, as well as all goodwill associated therewith, the business associated therewith and certain tangible assets as indicia of said business and goodwill;

WHEREAS, ASSIGNOR was willing to assign, convey, transfer, set over and grant to ASSIGNEE all rights, title, and interest as ASSIGNOR may have possessed in and to the Trademark, the Application and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees comprised of or containing the Trademark along with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill and business; and

WHERE, ASSIGNOR did assign, convey, transfer, set over and grant, and wishes to confirm its assignment, conveyance, transfer, set over and grant to ASSIGNEE, as of the Effective Date of this Assignment, all rights, title, and interest as ASSIGNOR did possess in and to the Trademark worldwide, the Application and the goodwill and business associated therewith as well as certain tangible assets as indicia of said goodwill and business.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms the assignment to


ASSIGNEE of all rights, title, and interest as ASSIGNOR may have possessed in and to the Trademark set forth in Schedule A, the Application set forth in Schedule B, any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide comprised of or containing the Trademark along with business plans, logo designs, and related artwork, all of the foregoing pertaining to the Trademark, the business associated with the Trademark; and the goodwill symbolized by said Trademark, certain tangible assets as indicia of said goodwill and business, and any and all other rights appurtenant thereto, including but not limited to, any and all common law rights, causes of action, the right to recover for past infringement, and all other associated goodwill and business, which is ongoing and existing.

FURTHER, ASSIGNEE understands that ASSIGNOR intended to promptly dissolve and discontinue ASSIGNOR'S existence as a legal entity by taking the requisite limited liability company action and completing the requisite filings with the California Secretary of State after the assignment of the Trademark and Application, and that this Assignment of the Trademark and Application is on an "as-is" basis without any representations by or recourse to ASSIGNOR or any successor.

**GHOST HOLDINGS, LLC**

By:   
Name: DOUG FRANCIS  
Title: MANAGER

**GHOST MANAGEMENT GROUP, LLC**

By:   
Name: DOUG FRANCIS  
Title: MANAGER

**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A**  
**GHOST GROUP**

**SCHEDULE B**

Federal Trademark Application:

**MARK**  
**GHOST GROUP**

**APP. NO.**  
86128959

**INTL. CLASSES**  
35, 36 and 42