

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Telegraph Hill, Inc.		05/05/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jerdon Style, LLC		
<b>Street Address:</b>	1820 North Glenville Drive		
<b>Internal Address:</b>	Suite 124		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75081		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2286826	TELEGRAPH HILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4052350439		
<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>	(405) 235-9621		
<b>Email:</b>	zach.oubre@mcafeetaft.com		
<b>Correspondent Name:</b>	Zachary A.P. Oubre		
<b>Address Line 1:</b>	211 N. Robinson		
<b>Address Line 2:</b>	10th Floor, Two Leadership Square		
<b>Address Line 4:</b>	Oklahoma City, OKLAHOMA 73102		
<b>ATTORNEY DOCKET NUMBER:</b>	79260.00025		
<b>NAME OF SUBMITTER:</b>	Zachary A.P. Oubre		
<b>SIGNATURE:</b>	/Zachary A.P. Oubre/		
<b>DATE SIGNED:</b>	05/12/2015		
<b>Total Attachments: 4</b>			
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CH \$40.00 2286826



EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into and effective as of May 5, 2015, by and between TELEGRAPH HILL, INC., a California corporation ("Assignor") and JERDON STYLE, LLC, a Texas limited liability company ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 5, 2015, by and among Assignor, Assignee, Bob Sparlock and Maria Sparlock (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Intellectual Property and the goodwill accrued in connection and associated therewith, including but not limited to, the intellectual property owned by Assignor, which is listed in Schedule 1.1.7 of the Asset Purchase Agreement and further identified on Exhibit A attached hereto.

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Intellectual Property and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
2. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith, and the exclusive right to enforce the Intellectual Property in the sole name of Assignee, including the right to sue for past infringement if any there may be.
3. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be reasonably necessary or desirable to perfect Assignee's title in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith. Assignor hereby covenants that no assignment, sale agreement or encumbrance has been or will be made or entered into by Assignor that would conflict with this assignment.
4. Further Assurances. Assignor further agrees that Assignor will reasonably cooperate with Assignee in any enforcement action related to the Intellectual Property. With respect to any patents or patent application, Assignee further covenants that Assignor will, upon

request, promptly provide all pertinent facts and documents relating to the any patent or pending application and the invention described therein, any patent applications claiming priority to the a pending patent or patent application, and any patents issuing from pending patents or applications as may be known and accessible to Assignor.

5. Domain Names. With respect to any domain names included in the Intellectual Property, Assignor will provide reasonable assistance in transmitting account information or transferring domain names as may be reasonably required by Assignee.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with the internal laws of the State of Texas (without reference to its choice of law rules that would require the application of the laws of any other jurisdiction).

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNOR:

TELEGRAPH HILL, INC., a California corporation

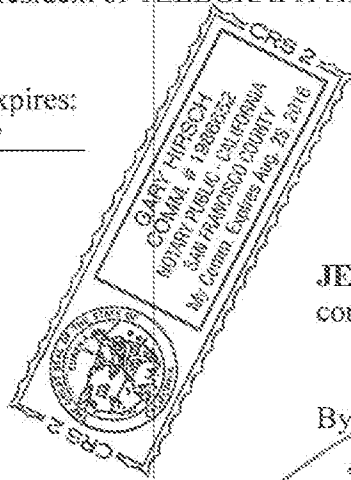
By: [Signature]  
Name: Bob Spurlock  
Title: President

STATE OF Calif

COUNTY OF San Francisco

This instrument was acknowledged before me on the 5 day of May, 2015, by Bob Spurlock, as President of TELEGRAPH HILL, INC., a California corporation.

My Commission Expires: 08/28/2016



[Signature]  
Notary Public  
Commissioner No.: 1986652

ASSIGNEE:

JERDON STYLE, LLC, a Texas limited liability company

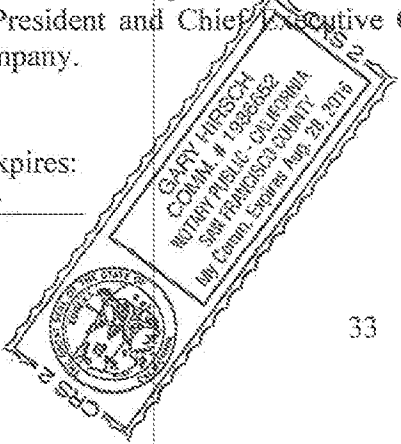
By: [Signature]  
Name: Bruce Grieve  
Title: President and Chief Executive Officer

STATE OF Calif

COUNTY OF San Francisco

This instrument was acknowledged before me on the 5 day of May, 2015, by Bruce Grieve, as President and Chief Executive Officer of JERDON STYLE, LLC, a Texas limited liability company.

My Commission Expires: 08/28/2016



[Signature]  
Notary Public  
Commissioner No.: 1986652

Exhibit A

All intellectual property owned by Telegraph Hill, Inc., including, without limitation, the following:

1. Registered domain names: TelegraphHill.com and TelegraphHillRobes.com
2. Website: One website hosted by Go Daddy
3. Registered Service Mark: Telegraph Hill registered October 12, 1999; Registration Number: 2,286,826
4. Telegraph Hill, Inc. dba: 'Telegraph Hill Robes'
5. Logos (and all variations)
6. All social media in use, namely Facebook, Twitter and Instagram
7. All robe Markers & Patterns