

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM341862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunless, Inc.		05/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Evolv Brands, Inc.		
Street Address:	640 East Vista Way, #D		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92084		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4564406	EVOLV.	
Registration Number:	4564407	EVOLV.	
Registration Number:	4358417	SIDEKICK	
CORRESPONDENCE DATA			
Fax Number:	8587502597		
<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>			
Email:	dan@potentelaw.com		
Correspondent Name:	Peter M. Potente, Esq.		
Address Line 1:	7924 Ivanhoe Avenue, Suite #2		
Address Line 4:	La Jolla, CALIFORNIA 92037		
NAME OF SUBMITTER:	Peter M. Potente, Esq.		
SIGNATURE:	/Peter M. Potente/		
DATE SIGNED:	05/19/2015		
Total Attachments: 4			
source=20150519_USPTO TM Assignment_Compiled_Evolv#page1.tif			
source=20150519_USPTO TM Assignment_Compiled_Evolv#page2.tif			
source=20150519_USPTO TM Assignment_Compiled_Evolv#page3.tif			
source=20150519_USPTO TM Assignment_Compiled_Evolv#page4.tif			

OP \$90.00 4564406

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sunless, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 13, 2015

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Evolv Brands, Inc.

Street Address: 640 East Vista Way, #D

City: Vista

State: California

Country: United States Zip: 92084

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship California
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

Text

B. Trademark Registration No.(s)

4564406; 4564407; 4355417

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Standard Character Mark- EVOLV.; Design Plus Words, Letters, and/or Numbers- EVOLV.; Standard Character Mark- SIDEKICK

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter M. Potente, Esq.

Internal Address: _____

Street Address: 7924 Ivanhoe Avenue, Suite #2

City: La Jolla

State: California Zip: 92037

Phone Number: 858-750-2591

Docket Number: _____

Email Address: pete@potentelaw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Signature

05/19/2015

Date

Peter M. Potente, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS

WHEREAS, Sunless, Inc., a Delaware corporation ("Assignor") is the sole owner of the trademarks listed on Schedule A and all goodwill symbolized thereby (the "Trademarks");

WHEREAS, Evolv Brands, Inc., a California corporation (the "Assignee"), wishes to acquire all rights, title and interest in the Trademarks, and Assignor wishes to transfer the same to Assignee, pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated May 13, 2015 (the "Asset Purchase Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith, and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement, and such representations, warranties, covenants and agreements shall remain in full force and effect in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern, supersede and prevail.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact for the purpose of executing any such additional assignments of ownership in the Trademark in Assignor's name.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademark shall be governed by the laws of the State of California without regard to its conflicts of laws principles. Any dispute, controversy, or claim arising out of or in connection with, or relating to, this Assignment of Trademark or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Cleveland, State of Ohio, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association and all objections to personal jurisdiction and venue in any action, suit or proceeding so

SUNLESS - ASSIGNMENT OF TRADEMARKS EXECUTION VERSION (TC131173-3) EXECUTION VERSION

commenced are hereby expressly waived by each Party. There shall be one (1) arbitrator mutually agreed to by the parties within ten (10) days after the initiation of the arbitration proceeding, provided, however, if the parties are unable to mutually agree to an arbitrator, then the arbitrator shall be chosen by the American Arbitration Association. The arbitrator shall be bound by and shall strictly enforce the terms of this Assignment of Trademark and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

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

SUNLESS, INC.

By: Peter Van Nickerk
Name: PETER VAN NICKERK
Title: CEO

Subscribed and sworn to before me
this 13th day of May, 2015.

[Signature]
Notary Public

Elisa M. Stempel
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 11/13/2020

SUNLESS - ASSIGNMENT OF TRADEMARKS EXECUTION VERSION (TC131173-3) EXECUTION VERSION

TRADEMARK
REEL: 005519 FRAME: 0994

SCHEDULE A

1. Registered Trademarks:

- a. "Evolv." USPTO Serial Number 85099851, Registration Number 4564406, registered on July 8, 2014, Class: 07
- b. "Evolv." USPTO Serial Number 85099867, Registration Number 4564407, registered on July 8, 2014, Class: 07
- c. "Sidekick" USPTO Serial Number 8523629, Registration Number 4358417, registered on June 25, 2013; Class: 07

2. Common Law Trademarks:

- a. Contour
- b. Contour Lite
- c. Curve

SUNLESS - ASSIGNMENT OF TRADEMARKS EXECUTION VERSION (TC131173-3) EXECUTION VERSION