

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348075

<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>
Boulder Goods, LLC		07/10/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sir Richard's, LLC		
<b>Street Address:</b>	21350 Lassen Street		
<b>City:</b>	Chatsworth		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91311		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4743806	DOING GOOD NEVER FELT BETTER.	
<b>Registration Number:</b>	4632603	SIR RICHARD'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129774405		
<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>	312-977-4400		
<b>Email:</b>	ipdocket@nixonpeabody.com		
<b>Correspondent Name:</b>	Richard C. Himelhoch		
<b>Address Line 1:</b>	70 W. Madison Street, Suite 3500		
<b>Address Line 2:</b>	Nixon Peabody LLP - Attn: IP Docket		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	295965-000006		
<b>NAME OF SUBMITTER:</b>	Richard C. Himelhoch		
<b>SIGNATURE:</b>	/Richard C. Himelhoch/		
<b>DATE SIGNED:</b>	07/15/2015		
<b>Total Attachments: 4</b>			
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment is executed as of July 10, 2015 by and between Boulder Goods, LLC (“Assignor”), a Delaware limited liability company, and Sir Richard’s, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignee, Assignor and the other persons party thereto have entered into a Foreclosure Purchase and Sale Agreement, dated as of the date hereof (the “Foreclosure Purchase and Sale Agreement”);

WHEREAS, Assignor owns the trademarks identified on Exhibit A attached hereto (the “Marks”);

WHEREAS, in accordance with the Foreclosure Purchase and Sale Agreement, Assignee has acquired all of Assignor’s interests in the Marks and Assignor has agreed to execute this Agreement to evidence the assignment of the Marks to Assignee;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto expressly agree that:

Assignor hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee all of Assignor’s ownership, right, title, and interest in and to the Marks, in perpetuity (or for the longest period of time otherwise permitted by law), including, without limitation, all ownership, right, title, interest, and benefit of Assignee throughout the world in and goodwill to the Marks, including but not limited to any common law rights, any registrations and applications relating thereto and any renewals and extensions thereof.

In furtherance of this assignment, Assignor hereby irrevocably assigns to Assignee, and Assignor acknowledges that Assignee has succeeded to all of Assignor’s right, title, and standing to:

1. receive all rights and benefits (including, without limitation, any litigation proceeds) pertaining to the Marks;
2. institute and prosecute all actions, suits, claims and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Marks, including, without limitation, all actions, suits, claims and proceedings related to past, present and future infringements, violations and misappropriations of the Marks under trademark and other intellectual property laws;
3. defend and compromise any and all actions, suits, or proceedings, including, without limitation, all actions, suits, claims and proceedings related to past, present and future infringements, violations and misappropriations, relating to such transferred and assigned rights, title, interest, and benefits and the Marks generally, and
4. do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned. If, after reasonable effort, Assignee is unable to secure Assignor's signature on any document needed to apply for or prosecute any right or protections relating to the Marks, Assignor hereby designates, appoints, and grants power of attorney to Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on Assignor's behalf, to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of trademarks and other rights and protections thereon with the same legal force and effect as if executed by Assignor.

This Assignment may not be modified except by a written document signed by both parties.

This Assignment shall be binding upon the parties, their successors and assigns.

**SIR RICHARD'S, LLC:**

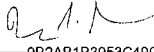
BY: JJ ACQUISITION, LLC, a Delaware limited liability company, its sole Member

BY: PD PRODUCTS, LLC, a Delaware limited liability company, its sole Member

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BOULDER GOODS, LLC:**

DocuSigned by:  
  
9B2AB1B3053C49C...

By: \_\_\_\_\_  
Name (Print): Jeff Sullivan  
Title: President, Board Chairman

Date: July 10, 2015

Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned. If, after reasonable effort, Assignee is unable to secure Assignor's signature on any document needed to apply for or prosecute any right or protections relating to the Marks, Assignor hereby designates, appoints, and grants power of attorney to Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on Assignor's behalf, to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of trademarks and other rights and protections thereon with the same legal force and effect as if executed by Assignor.

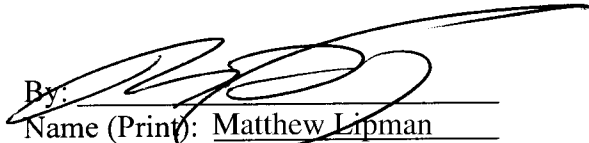
This Assignment may not be modified except by a written document signed by both parties.

This Assignment shall be binding upon the parties, their successors and assigns.

**SIR RICHARD'S, LLC:**

BY: JJ ACQUISITION, LLC, a Delaware limited liability company, its sole Member

BY: PD PRODUCTS, LLC, a Delaware limited liability company, its sole Member

By:   
Name (Print): Matthew Lipman  
Title: Manager

Date: July 10, 2015

**BOULDER GOODS, LLC:**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A  
MARKS

<b>Trademark</b>	<b>Country</b>	<b>Application Number Registration Number</b>	<b>Filing Date Registration Date</b>
DOING GOOD NEVER FELT BETTER.	United States	85075055 4743806	30-JUN-2010 26-MAY-2015
SIR RICHARD'S	United States	85075046 4632603	30-JUNE-2010 04-NOV-2014