

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357692

<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>
Sean Donovan		10/02/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Journey Brands LLC		
<b>Street Address:</b>	578 Forrest Bluff		
<b>City:</b>	Encinitas		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92024		
<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>Serial Number:</b>	86662182	JOURNEYMEN	
<b>Serial Number:</b>	86662195	JOURNEYWOMEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4049626588		
<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>	4048853330		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Michael D. Hobbs, Jr., Esq.		
<b>Address Line 1:</b>	600 Peachtree Street NE, Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	248444.1		
<b>NAME OF SUBMITTER:</b>	Michael D. Hobbs, Jr., Esq.		
<b>SIGNATURE:</b>	/michael hobbs/		
<b>DATE SIGNED:</b>	10/06/2015		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of 2 day of October, 2015 ("Effective Date"), by and between **Sean Donovan** ("Assignee"), an individual of the United States, whose address is 7 JAMESTOWN IRVINE CA 92620 (hereinafter referred to as "Assignee") and **Journey Brands LLC** a Delaware limited liability company, located at 578 Forrest Bluff, Encinitas, California 92024 USA ("Assignor") (collectively, the "Parties.>").

### WITNESSETH

WHEREAS, Assignor are the owner of the common law rights and federal trademark rights to the marks listed in Exhibit A of this Assignment;

WHEREAS, Parties desire to enter into this Assignment to effect the transfer of all right, title, and interest in and to the Marks to Assignee;

WHEREAS, Assignee is a successor-in-interest to the Assignor's business.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfer and assign to Assignee all right, title, and interest in and to the Marks on a worldwide basis, as well as the applicant's ownership of the business of the Assignor to which the Marks pertain, together with the goodwill associated with its trademarks, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.


2. Further Documentation and Actions. Assignor hereby agree to execute and deliver to Assignee any further documents and instruments in Assignor's possession, and to do any and all further reasonable acts that are deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Marks and to enable such right, title, and interest to be recorded in the PTO any other appropriate governmental or private authority, agency or registry of the United States and internationally.

3. Counterpart; Electronic Signature. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of a facsimile or electronic mail transmission of such party's signature, or a photocopy of such transmission, and such electronic signature shall be deemed to constitute the original signature of such party hereto.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Assignment as of the Effective Date.

“ASSIGNOR”  
Sean Donovan

By:  \_\_\_\_\_

Name: Sean Donovan

Title: Founder

“ASSIGNEE”  
Journey Brands LLC

By:  \_\_\_\_\_

Name: Brandon Rich

Title: Founder / CEO

**Exhibit A**

**Trademarks**

<b>Marks</b>	<b>Application No.</b>
JOURNEYMEN	86/662,182
JOURNEYWOMEN	86/662,195