

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stephanie Johnson Holdings, LLC		11/25/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ricardo Beverly Hills, Inc.		
Street Address:	6329 South 226th Street, Ste. 101		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2966069	STEPHANIE JOHNSON	
Registration Number:	3669241	STEPHANIE JOHNSON	
Registration Number:	4183385	STEPHANIE JOHNSON S	
CORRESPONDENCE DATA			
Fax Number:	3108205988		
<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>			
Phone:	310-207-3800		
Email:	suzanne_johnston@bstz.com		
Correspondent Name:	Blakely Sokoloff Taylor & Zafman LLP		
Address Line 1:	12400 Wilshire Blvd., 7th Fl.		
Address Line 4:	Los Angeles, CALIFORNIA 90025-1040		
ATTORNEY DOCKET NUMBER:	74300.G000		
NAME OF SUBMITTER:	Suzanne Johnston		
SIGNATURE:	/Suzanne Johnston/		
DATE SIGNED:	12/01/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Stephanie Johnson Holdings, LLC, a California limited liability company ("**ASSIGNOR**"), owns all right, title and interest in and to the trademarks and applications and registrations therefor listed on **Schedule A** attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, Ricardo Beverly Hills, Inc., a Washington corporation ("**ASSIGNEE**"), desires to acquire all of **ASSIGNOR**'s right, title and interest in and to the aforesaid trademarks and applications and registrations therefor listed on attached **Schedule A** and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ASSIGNOR** has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to **ASSIGNEE**, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and applications and registrations therefor listed on attached **Schedule A**, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by **ASSIGNEE** for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by **ASSIGNOR**, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and applications and registrations therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and applications and registrations therefor listed on attached **Schedule A** as **ASSIGNEE** may deem necessary or expedient, (ii) all papers in connection with any interference, opposition, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and applications and registrations therefor listed on attached **Schedule A**, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and applications and registrations therefor listed on attached **Schedule A**; (b) to cooperate with **ASSIGNEE** at **ASSIGNEE**'s expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at **ASSIGNEE**'s expense to perform all other affirmative acts which in **ASSIGNEE**'s reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and applications and registrations therefor listed on attached **Schedule A**. These obligations of assistance by **ASSIGNOR** shall continue for so long as **ASSIGNEE** may require such assistance from **ASSIGNOR**.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich LLP authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks, trademark applications or trademark registrations listed on attached **Schedule A** for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of each party and is effective ~~tunc~~ *nunc pro tunc* as of November 30, 2015.

ASSIGNOR: *[Signature]*
Stephanie Johnson Holdings, LLC
Name: Stephanie Johnson
Title: President
Date: 11/25/2015

ASSIGNEE:
Ricardo Beverly Hills, Inc.
Name: *[Signature]*
Title: CEO
Date: 11/30/15

STATE OF _____)
COUNTY OF _____) ss.

STATE OF Washington)
COUNTY OF King) ss.

I, _____, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified limited liability company with authority to do so, for the uses and purposes therein set forth.

I, Kathleen Walenta, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified limited liability company with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2015

Given under my hand and seal this 30th day of November, 2015

Notary Public

[Signature]
Notary Public

**PLEASE SEE
ATTACHED NOTARY
ACKNOWLEDGEMENT**



[Signature Page to Trademark Assignment Agreement]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Los Angeles
County of _____)

On NOVEMBER 25 before me, Bruce M. Friedman, Notary Public
(insert name and title of the officer)

personally appeared STEPHANIE JOHNSON
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Bruce M. Friedman (Seal)

SCHEDULE A

COUNTRY	MARK	STATUS	APP NO.	FILING DATE	REG. NO.	REG. DATE
China	STEPHANIE JOHNSON	Registered	8414689	June 23, 2010	8414689	July 7, 2011
European Community	STEPHANIE JOHNSON	Registered	010903417	May 22, 2012	010903417	November 5, 2012
Korea	STEPHANIE JOHNSON	Registered	4020120012513	February 27, 2012	4009705940000	May 22, 2013
US	STEPHANIE JOHNSON and Design	Registered	76590253	May 4, 2004	2966069	July 12, 2005
US	STEPHANIE JOHNSON	Registered	77665268	February 6, 2009	3669241	August 18, 2009
US	STEPHANIE JOHNSON S and Design	Registered	85508951	January 4, 2012	4183385	July 31, 2012

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Schedule A