

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Splendid Products, LLC		01/01/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Splendid by Porvenir, LLC		
Street Address:	1011 Cadillac Way		
Internal Address:	Suite A		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3116556	A SPLENDID PRODUCT...	
Registration Number:	2530291	SPLENDID PRODUCTS	
Registration Number:	1997974	SPLENDIDO	
Registration Number:	3848341	SPLENDIDO	
Registration Number:	2120724	TROPIC STAR	
Registration Number:	2277866	TROPIC STAR	
CORRESPONDENCE DATA			
Fax Number:	6029165517		
<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:	602-916-5317		
Email:	ip@fclaw.com		
Correspondent Name:	Susan Stone Rosenfield		
Address Line 1:	2394 East Camelback Road		
Address Line 2:	Suite 600		
Address Line 4:	Phoenix, ARIZONA 85016-3429		
ATTORNEY DOCKET NUMBER:	040957.0002		
NAME OF SUBMITTER:	Susan Stone Rosenfield		

CH \$165.00 3116556

SIGNATURE:	/Susan Stone Rosenfield/
DATE SIGNED:	02/02/2016
Total Attachments: 5 source= Splendid Products IP Assignment#page1.tif source= Splendid Products IP Assignment#page2.tif source= Splendid Products IP Assignment#page3.tif source= Splendid Products IP Assignment#page4.tif source= Splendid Products IP Assignment#page5.tif	

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (this "Agreement") is entered into effective as of the 1st day of January 2016 (the "Effective Date"), by and between Splendid Products, LLC, a California limited liability company (the "Assignor") and Splendid By Porvenir, LLC, a California limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor, Assignee, Larry Nienker, Inc. and Larry Nienkerk have entered into that certain Purchase and Sale of Assets Agreement dated as of January 1, 2016 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer to Assignee, and Assignee has agreed to purchase from Assignor, among other assets, the Intellectual Property Rights as defined in the Purchase Agreement;

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Intellectual Property Rights, including but not limited to those certain trademarks and registrations, and logos, designs, artwork and copyright therein as set forth on Attachment 1 hereto and in and to all trademark and trade name rights in the name "Splendid Products" (collectively, the "Intellectual Property Rights"); and

WHEREAS, for good and valuable consideration and upon the terms and conditions set forth below, Assignor desires to assign all of its rights and interests with respect to the Intellectual Property Rights to Assignee and Assignee desires to accept such assignment and assume all rights of Assignor associated with the Intellectual Property Rights.

NOW, THEREFORE, in consideration of the transactions contemplated by this Agreement and the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Defined Terms. All capitalized words and terms used in this Agreement and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.
2. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs, and subsequent assignees all right, title, and interest in and to the Intellectual Property Rights throughout the world, including, without limitation, common law rights in the trademarks, and any applications, registrations, and divisionals, the right to file and prosecute any applications therefor, the right to have any applications, registrations, or divisionals, issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement, and the goodwill of the business symbolized by the trademarks. The Intellectual Property Rights also include the logos, designs and artwork for the labels as listed in Attachment 1, and any and all copyright therein and the trademark and trade name rights in the name "Splendid Products".

3. Further Assurances. Assignor will execute, at Assignee's expense, all such additional documents as may be reasonably necessary in the reasonable opinion of counsel for Assignee to perfect the assignment of rights set forth herein.

4. Estoppel License. To the extent the assignment under Section 2 fails or is judged ineffective for any reason, Assignor shall grant and hereby grants to Assignee a perpetual, irrevocable, fully paid-up, royalty free, exclusive (including as to Assignor) license to use, perform, display, reproduce, modify, enhance, create derivative works and improvements from, sublicense (through one or more tiers), distribute, transfer, reverse engineer, manufacture, make, have made, use, have used, import, have imported, sell, have sold, offer for sale or have offered for sale, or otherwise exploit in any lawful manner in any jurisdiction, under the Intellectual Property Rights.

5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective administrators, personal and legal representatives, successors, and permitted assigns.

6. Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of California, without regard for its conflict of laws principles.

SIGNATURES OF THE PARTIES INTENTIONALLY
APPEAR ON THE FOLLOWING PAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

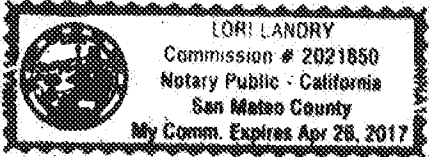
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)
On December 14, 2015 before me, LORI Landry
Date Here Insert Name and Title of the Officer
personally appeared Larry Nienkerk
Name(s) of Signer(s)

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 Lori Landry
Signature of Notary Public



Place Notary Seal Above






OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

**Attachment 1
Trademarks, Logos, Designs and Applications and Registrations**

<u>Trademark</u>	<u>Country</u>	<u>App. No. / Reg. No.</u>
A SPLENDID PRODUCT....	US	3,116,556
SPLENDID PRODUCTS & Design 	US	2,530,291
SPLENDID PRODUCTS & Design 	Mexico	698312
SPLENDIDO	US	1,997,974
SPLENDIDO	US	3,848,341
SPLENDIDO	Mexico	1110832
SPLENDIDO	Mexico	1110833
SPLENDIDO & Design 	Mexico	698455
TROPIC STAR	US	2,120,724
TROPIC STAR & Design 	US	2,277,866
TROPIC STAR & Design 	Mexico	698454

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[Handwritten Signature]
DIL