

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900355397

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACP GS Opco, Inc.		02/09/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Huf Worldwide LLC
Street Address:	420 Boyd Street
Internal Address:	#5
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90038
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2503038	
Registration Number:	2497115	
Registration Number:	2621866	LAKAI
Registration Number:	2525949	LAKAI
Registration Number:	2721743	LAKAI
Registration Number:	2497003	LAKAI
Registration Number:	3534661	LAKAI SELECT
Registration Number:	2976418	LAKAI
Registration Number:	2976419	
Registration Number:	3118851	THE SHOES WE SKATE

CORRESPONDENCE DATA

Fax Number: 8587942141

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.

Phone: 858-794-2140

Email: nelson@weeksnelson.com

Correspondent Name: Gregory K. Nelson

Address Line 1: 462 Stevens Avenue

TRADEMARK

Address Line 2: Suite 310
Address Line 4: Solana Beach, CALIFORNIA 92075

ATTORNEY DOCKET NUMBER:	LAKAI
NAME OF SUBMITTER:	Gregory K. Nelson
SIGNATURE:	/gnelson/
DATE SIGNED:	03/03/2016

Total Attachments: 12
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Trademark Assignment"), effective as of February 5, 2016 (the "Effective Date"), is by and between ACP GS Opco, Inc., a Delaware corporation having its principal place of business at 22500 S Vermont Ave., Torrance, California 90502 (USA) (the "Assignor"), and Huf Worldwide LLC, a Delaware limited liability corporation, having its principal place of business at 420 Boyd Street #5, Los Angeles, California 90038 (USA) (the "Assignee").

WHEREAS, Assignor is the owner of certain real and personal property related to the Lakai brand of products, including, without limitation, all active and expired, registered and unregistered trademarks, service marks, logos, trade names, trade dress, domain names, social media account names, and other source identifiers (the "Trademarks") owned by the Assignor anywhere in the world, including without limitation the Trademark Registrations and Trademark Applications (each defined below) listed on Schedule 1 attached hereto and domain name(s) (the "Domain Names") listed on Schedule 2 attached hereto;

WHEREAS, the Assignor has adopted, and as of the date of the Assignment was using and the owner of all rights, title and interests in and to the Trademarks, including without limitation the registered trademarks and service marks (the "Trademark Registrations") identified on Schedule 1, the applications for trademark and service mark registrations (the "Trademark Applications") identified on Schedule 1, and the Domain Names identified on Schedule 2, subject to any and all liens and encumbrances relating to such Trademark Registrations and Trademark Applications previously granted by the Assignor;

WHEREAS, subject to the terms and conditions set forth in this Trademark Assignment, the Assignor is willing to assign to the Assignee its respective rights in such Trademarks and Domain Names;

WHEREAS, the Assignee desires to obtain ownership of the Trademarks and Domain Names in accordance with the terms and conditions set forth in this Trademark Assignment and that certain Transfer Agreement, dated February 6, 2015, by and among Assignor, Assignee and the other parties thereto (the "Transfer Agreement").

NOW, THEREFORE, subject to the terms and conditions set forth in the Transfer Agreement, and in consideration of the premises and mutual covenants and agreements set forth herein and therein, the sufficiency of which is acknowledged, the Assignee and the Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignor does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Assignee, in perpetuity, all of its respective worldwide rights, title, and interests in and to all of the Trademarks and Domain Names, including without limitation the Trademark Registrations and Trademark Applications, and all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to said Trademarks, and all foreign counterparts thereof, together with rights of priority and protection of interest in such Trademarks and Domain Names, and all administrative rights

relating thereto, including without limitation the right to prosecute registration applications and oppose or seek to cancel third party registrations, and all choses-in-action pertaining thereto, including without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks or Domain Names occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any Trademark Application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

2. Recordation. In order to record this Trademark Assignment with the United States Patent and Trademark Office or any equivalent foreign trademark office (as applicable, the "PTO"), the parties hereto shall execute this Trademark Assignment, and the Assignee may execute the Recordation Cover Sheet or any similar document required by any PTO in order to record the assignment effected hereby. Thereafter, the Assignee may record any executed Recordation Form Cover Sheet with the relevant PTO, together with any schedules and exhibits thereto, including, but not limited to, this Trademark Assignment and Schedule I hereto, if required. At any time, and from time to time at Assignee's request and expense, the Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Trademarks, including the Trademark Registrations and Trademark Applications in the Assignee, and Domain Names.

3. Power of Attorney. The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO. This power of attorney shall be irrevocable.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

5. Successors and Assigns. This Trademark Assignment shall bind the Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

[Signature page to follow]

This Assignment of Trademarks is executed and delivered effective as of the Effective Date.

ACP GS OPCO, INC.

By _____
Name: Megan Baltimore
Title: CEO/President

COUNTY OF [_____] :

STATE OF CALIFORNIA : ss.:

BE IT REMEMBERED, that on this _____ day of February, 2016, before me, the subscriber, a notary public of the State of California, personally appeared _____, who, I am satisfied, is the person who signed the foregoing Assignment of Trademarks, and he thereupon acknowledged that the said instrument made by the Assignee was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the Assignee.

SEE ATTACHED

Notary Public

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
County of LOS ANGELES)

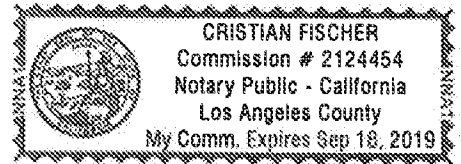
On 07/09/2016 before me, CRISTIAN FISCHER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MEGAN BALTIMORE
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.

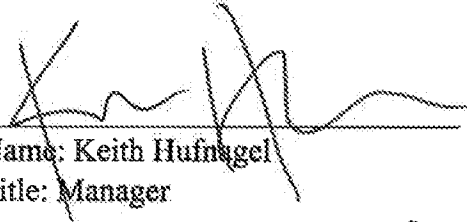
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cristian Fischer (Seal)



HUF WORLDWIDE, LLC

By: 
Name: Keith Hufnagel
Title: Manager

See California Notary
Certificate on next page

COUNTY OF [.....] :

: ss.:

STATE OF CALIFORNIA :

BE IT REMEMBERED, that on this _____ day of February, 2016, before me, the subscriber, a notary public of the State of California, personally appeared _____, who, I am satisfied, is the person who signed the foregoing Assignment of Trademarks, and he thereupon acknowledged that the said instrument made by the Assignee was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the Assignee.

Notary Public

ALL-PURPOSE CERTIFICATE OF 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 }

County of Los Angeles }

On February 09, 2016 before me, CARRIE T. FELICITAS, Notary Public
(Here insert name and title of the officer)

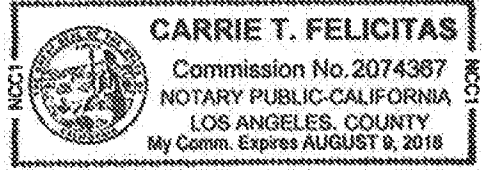
personally appeared KEITH HUFNAGEL
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~)(~~is~~)are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in(~~his~~)her/their authorized capacity(~~ies~~), and that by ~~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.

[Handwritten Signature]

Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

ASSIGNMENT OF TRADEMARKS

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other MGR/HUF WORLDWIDE LLC

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Schedule 1

Trademark Registrations and Trademark Applications

All trademark registrations, applications, uses or goodwill anywhere in the world for "LAKAI," "LAKAI SELECT," "THE SHOES WE SKATE," the "Flare Design" or "Fully Flared," whether individually, in combination, as a word mark or stylized, including but not limited to the following:

Matter	Registration Number Registration Date	Renewal Date	Our Reference
Argentina Flare Design Class 25	2244685 8/20/2008	8/20/2018	4900
Argentina LAKAI Class 25	2649958 10/14/2003	10/14/2023	4854
Australia Flare Design Classes 18, 25, 28	844603 2/16/2001	7/31/2020	4901
Australia LAKAI Class 28	1035216 4/26/2005	12/20/2024	4947
Australia LAKAI Classes 18, 25	830288 1/8/2001	4/3/2020	4855
Brazil Flare Design Class 18	823045722 5/29/2007	5/29/2017	4902
Brazil Flare Design Class 25	823045730 5/22/2007	5/22/2017	4903
Brazil LAKAI Class 18	822642549 5/29/2007	5/29/2017	4859
Brazil LAKAI Class 25	822642557 5/29/2007	5/29/2017	4860
Canada Flare Design Class 25	TMA 633299 2/21/2005	2/21/2020	4904
Canada LAKAI Classes 18, 25	TMA 566299 8/23/2002	8/23/2017	4861
Chile LAKAI Class 18	759219 5/25/2006	5/25/2016	4863
Chile LAKAI Class 25	912039 1/9/2011	1/9/2021	4864
China Flare Design Class 18	4255990 8/21/2008	8/21/2018	4907
China Flare Design Class 25	4255991 1/21/2011	1/21/2021	4908

Matter	Registration Number Registration Date	Renewal Date	Our Reference
China LAKAI Class 25	4255993 4/14/2009	4/14/2019	4865
Colombia Flare Design Class 18	321979 9/26/2006	9/26/2016	4909
Colombia LAKAI Class 25	321706 8/30/2006	8/30/2016	4866
Costa Rica Flare Design Class 25	155050 12/5/2005	12/5/2025	4910
Costa Rica LAKAI Class 25	155081 12/5/2005	12/5/2025	4868
Czech Republic Flare Design Classes 18, 25, 28	255270 6/25/2003	10/17/2022	4913
Czech Republic LAKAI Classes 18, 25, 28	260236 1/26/2004	10/16/2022	4857
Ecuador Flare Design Class 25	1411-07 1/15/2007	1/15/2017	4914
Ecuador LAKAI Class 25	1412-07 5/29/2007	5/29/2017	4858
EU CTM Flare Design Classes 18, 25 and 28	001800218 5/10/2002	7/31/2020	4912
EU CTM LAKAI Classes 18 and 25	001598374 7/7/2003	4/7/2020	4856
EU CTM LAKAI Classes 9, 25, 28	004171732 3/27/2006	12/17/2024	4949
Hong Kong Flare Design Classes 18, 25	200200914A 5/2/2002	2/7/2017	4915
Hong Kong LAKAI Classes 18, 25	200013846AA 10/15/1999	10/15/2016	4869
Indonesia LAKAI Class 18	IDM000096513 11/10/2006	3/2/2025	4870
Israel Flare Design Class 18	178096 3/6/2006	2/2/2025	4917
Israel Flare Design Class 25	178098 3/6/2006	2/2/2025	4918
Israel LAKAI Class 18	178095 3/6/2006	2/2/2025	4871
Israel LAKAI Class 25	178097 3/6/2006	2/2/2025	4872
Japan Flare Design Classes 18, 25, 28	4456090 3/2/2001	3/2/2021	4919

Matter	Registration Number Registration Date	Renewal Date	Our Reference
Japan LAKAI Classes 18, 25	4530562 12/21/2001	12/21/2021	4873
Korea Flare Design Classes 18, 25, 28	40-0503477 10/11/2001	10/11/2021	4920
Korea LAKAI Class 18	40-0487871 2/15/2001	2/15/2021	4874
Korea LAKAI Class 25	0513658 2/27/2002	2/27/2022	4875
Korea LAKAI Class 25	40-0537906 12/23/2002	2/27/2022	4876
Mexico Flare Design Class 18	681757 12/19/2000	8/4/2020	4921
Mexico Flare Design Class 25	688557 2/28/2001	8/4/2020	4922
Mexico LAKAI Class 18	0658029 5/31/2000	4/4/2020	4877
Mexico LAKAI Class 25	0735841 2/28/2002	4/4/2020	4879
Mexico LAKAI Class 25	884730 5/31/2005	6/27/2021	4878
New Zealand Flare Design Class 18	619813 2/1/2001	2/7/2017	4924
New Zealand Flare Design Class 25	620047 2/1/2001	2/7/2017	4925
New Zealand LAKAI Class 18	611713 10/5/2000	10/15/2016	4881
New Zealand LAKAI Class 25	611714 10/5/2000	10/15/2016	4882
New Zealand LAKAI Class 28	723127 1/12/2006	6/28/2024	4951
Norway Flare Design Classes 18, 25, 28	207663 3/29/2001	3/29/2021	4923
Norway LAKAI Classes 18, 25	205344 10/19/2000	10/19/2020	4880
Panama Flare Design Class 18	109255 8/7/2000	8/7/2020	4926
Panama Flare Design Class 25	109256 8/7/2000	8/7/2020	4927
Panama LAKAI Class 18	106659 5/23/2001	4/13/2020	4883

Matter	Registration Number Registration Date	Renewal Date	Our Reference
Panama LAKAI Class 25	106660 5/23/2001	4/13/2020	4884
Peru LAKAI Class 25	197018 2/6/2013	2/6/2023	4885
Poland Flare Design Classes 18 25 28	R-152328 10/5/2004	8/4/2020	4928
Poland LAKAI Classes 18 25	R-151532 9/15/2004	4/27/2020	4886
Puerto Rico Flare Design Class 18	106863 6/24/2008	6/24/2018	4934
Puerto Rico Flare Design Class 25	106863 6/24/2008	6/24/2018	4935
Puerto Rico LAKAI Class 18	100923 6/24/2008	6/24/2018	4887
Puerto Rico LAKAI Class 25	200077 12/15/2014	6/24/2018	4888
Russian Federation Flare Design Classes 18 and 25	303786 3/29/2006	12/14/2024	4936
Russian Federation LAKAI (stylized) Classes 18 and	301799 2/27/2006	12/14/2024	4942
Russian Federation LAKAI Classes 18 and 25	301800 2/27/2006	12/14/2024	4889
South Africa Flare Design Class 18	2000/15525 6/18/2004	8/2/2020	4940
South Africa Flare Design Class 25	2000/15526 6/18/2004	8/2/2020	4941
South Africa LAKAI Class 18	2000/06252 2/27/2004	4/4/2020	4899
South Africa LAKAI Class 25	2000/06253 2/27/2004	4/4/2020	4898
Switzerland Flare Design Classes 18, 25, 28	P-482354 3/2/2001	7/31/2020	4905
Switzerland LAKAI Class 28	529987 1/25/2005	12/20/2024	4948
Switzerland LAKAI Classes 18, 25	P-476875 10/4/2000	4/3/2020	4862
Taiwan Flare Design Classes 18, 25	1155428 5/16/2005	5/15/2015	4953
Taiwan LAKAI and Flare Design Classes 18, 25	1255310 3/16/2007	3/16/2017	4952

Matter	Registration Number Registration Date	Renewal Date	Our Reference
Taiwan LAKAI Class 25	1290178 12/1/2007	12/1/2017	4895
Thailand Flare Design Class 18	KOR240472 3/2/2005	3/2/2025	4937
Thailand LAKAI Class 18	KOR240471 3/2/2005	3/2/2025	4890
Thailand LAKAI Class 25	KOR269566 3/2/2005	3/2/2025	4891
United States Flare Design Class 18	2503038 10/30/2001	10/30/2021	4893
United States Flare Design Class 25	2497115 10/9/2001	10/9/2021	4932
United States LAKAI (stylized) Class 18	2621866 9/17/2002	9/17/2022	4931
United States LAKAI (stylized) Class 25	2525949 1/1/2002	1/1/2022	4929
United States LAKAI Class 18	2721743 6/3/2003	6/3/2023	4853
United States LAKAI Class 25	2497003 10/9/2001	10/9/2021	4894
United States LAKAI SELECT Class 25	3534661 11/18/2008	11/18/2018	4943
United States LAKAI (stylized) Class 28	2976418 7/26/2005		
United States Flare Design Class 28	2976419 7/26/2005		
United States THE SHOES WE SKATE Class 25	3118851 7/25/2006		
Venezuela Flare Design Class 18	P294667 6/18/2009	6/18/2024	4938
Venezuela Flare Design Class 25	P294666 6/18/2009	6/18/2024	4939
Venezuela LAKAI (stylized) Class 18	P294665 6/18/2009	6/18/2024	4945
Venezuela LAKAI (stylized) Class 25	P294664 6/18/2009	6/18/2024	4946

Schedule 2

Domain Names

www.lakai.com