

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375887

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| Pacific Western Bank,<br>successor by merger to<br>Square 1 Bank  |  | 03/02/2016            | Corporation: CALIFORNIA |
| Napastyle, Inc.   |  | 03/02/2016            | Corporation: DELAWARE   |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Gordon Brothers Commercial and Industrial LLC      |                       |                         |
| <b>Street Address:</b>  | 800 Boylston Street, 27th Floor                    |                       |                         |
| <b>City:</b>  | Boston   |                       |                         |
| <b>State/Country:</b>   | MASSACHUSETTS                                      |                       |                         |
| <b>Postal Code:</b>   | 02199  |                       |                         |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                         |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3042352  | NAPASTYLE             |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 3026365454   |                       |                         |
| <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>   | 800-927-9801 x 62348                               |                       |                         |
| <b>Email:</b>   | jean.paterson@cscglobal.com                        |                       |                         |
| <b>Correspondent Name:</b>  | Corporation Service Company                        |                       |                         |
| <b>Address Line 1:</b>  | 1090 Vermont Avenue NW, Suite 430                  |                       |                         |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                             |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 047347-5   |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Jean Paterson                                      |                       |                         |
| <b>SIGNATURE:</b>   | /jep/  |                       |                         |
| <b>DATE SIGNED:</b>   | 03/08/2016   |                       |                         |
| <b>Total Attachments: 5</b>   |  |                       |                         |
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**"), is entered into as of March 2, 2016, by and between Pacific Western Bank, successor by merger to Square 1 Bank ("**Assignor**") and Gordon Brothers Commercial and Industrial LLC, a Delaware limited liability company (the "**Assignee**") and pursuant to and in exercise of Lender's rights as a secured party under that certain *Loan and Security Agreement* dated as of August 10, 2012 (as the same may be amended, supplemented, restated or modified from time to time, collectively, the "**Loan Agreement**") between NapaStyle, Inc., a Delaware corporation with its chief executive office located at 360 Industrial Court, Suite A, Benicia, California 94510 (the "**Borrower**") and Lender, and pursuant to and in exercise of its rights as a secured party under the California Commercial Code (the "**UCC**") section 9610 *et seq.* Each of Assignor and Assignee are referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Parties are parties to that certain letter agreement dated as of March 2, 2016 (the "**Letter Agreement**") pursuant to which Assignee has agreed to acquire, and Assignor has agreed to assign, certain Assets of Borrower to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this Assignment will have the same meaning as such terms have in the Letter Agreement.

2. **Assignment.** Assignor hereby sells, conveys, transfers and assigns to Assignee all of Borrower's right, title and interest in and to the Proprietary Rights listed in Appendix A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

3. **Subject to Letter Agreement.** This Assignment is subject to all the terms and conditions of the Letter Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Letter Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Letter Agreement, the terms and conditions of the Letter Agreement shall control.

4. **Counterparts.** This Assignment may be executed simultaneously in counterparts, including counterparts bearing a facsimile (or other electronic transmission including email of a "pdf" signature) and signature copy, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other. The parties hereto intend that a facsimile signature (or other signature transmission including email of a "pdf" signature) copy of this Assignment shall have the same

force and effect as an original signature.

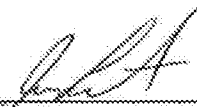
5. **Governing Law.** This Assignment and any controversy related to, arising directly or indirectly out of, caused by, or resulting from this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first set forth above.

**ASSIGNEE:**

**Gordon Brothers Commercial and  
Industrial LLC**

By:   
Name: Jim Lightburn  
Title: Managing Director

**ASSIGNOR:**

**Pacific Western Bank, successor by merger  
to Square 1 Bank**

By: \_\_\_\_\_  
Name:  
Title:

{Signature Page to Trademark Assignment}

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first set forth above.

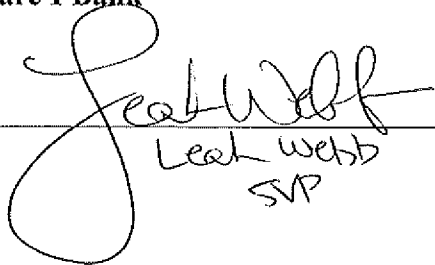
**ASSIGNEE:**

**Gordon Brothers Commercial and Industrial LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR:**

**Pacific Western Bank, successor by merger to Square 1 Bank**

By:  \_\_\_\_\_  
Name: Leah Webb  
Title: SVP

[Signature Page to Trademark Assignment]

**APPENDIX A**

**TRADEMARK REGISTRATIONS**

| <b>Jurisdiction</b> | <b>Mark</b> | <b>Application Date</b> | <b>Registration No.</b> | <b>Registration Date</b> | <b>First Renewal (10 year)</b> |
|---------------------|-------------|-------------------------|-------------------------|--------------------------|--------------------------------|
| United States       | NAPASTYLE   | November 20, 2000       | 3042352                 | January 10, 2006         | January 15, 2016               |