

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flight Patterns, LLC		02/13/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SPD Brands, LLC		
Street Address:	432 Culver Blvd.		
City:	Playa Del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90293		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4422302	FLIGHT PATTERNS	
Registration Number:	4422301	FLIGHT PATTERNS	
Registration Number:	4459462	FLIGHT PATTERNS	
Registration Number:	4625196	FLIGHT PATTERNS	
CORRESPONDENCE DATA			
Fax Number:	3107469810		
<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:	3107469810		
Email:	uspto@stubbsalderton.com		
Correspondent Name:	Konrad Gatien		
Address Line 1:	Stubbs Alderton & Markiles, LLP		
Address Line 4:	Sherman Oaks, CALIFORNIA 91403		
ATTORNEY DOCKET NUMBER:	SPD BRANDS -TM ASSIGNMENT		
NAME OF SUBMITTER:	Konrad Gatien		
SIGNATURE:	/s/		
DATE SIGNED:	03/30/2016		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS AND GOODWILL

This Assignment of Trademarks and Goodwill (this "Assignment") is made effective February 13, 2016 (the "Effective Date"), from Flight Patterns, LLC, a California limited liability company with a principal place of business at 4200 Sepulveda Blvd., Suite 102, Culver City, California 90230 ("Assignor") to SPD Brands, LLC, a California limited liability company with a principal place of business at 432 Culver Blvd., Playa Del Rey, California 90293 ("Assignee").

RECITALS

A. WHEREAS, Assignor represents and warrants to Assignee that Assignor is the owner of all rights, title and interest in and to the trademarks identified in Schedule A below in the United States, and all trademarks, service marks, marks of origin, insignia, slogans, emblems, names, symbols and other identifying characteristics, whether or not registered in any jurisdiction, if any, bearing the name FLIGHT PATTERNS, which are owned by Assignor (collectively, the "Trademarks"); and

B. WHEREAS, Assignee is desirous of acquiring the Trademarks and accompanying goodwill;

C. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. ASSIGNMENT.

Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations thereof, and all rights of action, powers, and benefits belonging or accrued to the Trademarks, including without limitation the right to take action against any person or entity for any infringement of the Trademarks occurring before the Effective Date of this Assignment.

Schedule A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Class</u>
Flight Patterns	4422302	025
Flight Patterns	4422301	016
Flight Patterns	4459462	021
Flight Patterns	4625196	018

2. COOPERATION.

Upon the request of Assignee, Assignor shall execute and deliver to Assignee all documentation required to perfect the transfer of the Trademarks in any applicable trademark registry. Further, each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

3. REPRESENTATIONS AND WARRANTIES.

Assignor warrants and represents to Assignee that:

a. Assignor is a limited liability company duly organized and in good standing under the laws of the State of California. Assignor has full right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. All requisite action has been taken by Assignor in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. Each of the persons signing this Agreement on behalf of Assignor is duly authorized to do so.

b. Any and all consents and approvals which may be required in order for Assignor to enter into this Agreement or consummate the transactions contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Assignor are and shall be valid, legally binding obligations of and enforceable against Assignor, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Assignor is subject or by which Assignor is bound, or constitute a breach or default under any agreement or other obligation to which Assignor is a party or otherwise bound.

c. The Trademarks are all of the marks related to, or substantially similar to, the name "Flight Patterns" for which Assignor has received, sought or filed for trademark registration with any authority throughout the world. To the best of Assignor's knowledge, immediately prior to the Effective Date, it is the owner of all right, title and interest in the Trademarks. Assignor's duty of cooperation under Paragraph 2 hereof includes, specifically, cooperating, as is reasonably necessary, in Assignee's efforts to record itself as the new record owner of the Trademarks.

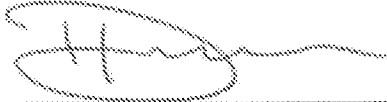
d. Assignor represents that there is no outstanding indebtedness incurred by Assignor for which a valid lien or other security interest could be filed against the Trademarks in the respective trademark registries.

e. To the best of Assignor's knowledge, there is no past due fee or payment owing in the respective trademark registries relating to the Trademarks.

f. To the best of Assignor's knowledge, there are no pending infringement actions against the Trademarks, there are no threatened infringement actions against the Trademarks, and there are not any known facts which would provide the basis for such infringement action.

IN WITNESS WHEREOF, this Assignment is executed and effective on the day and year first above written.

FLIGHT PATTERNS, LLC (Assignor)

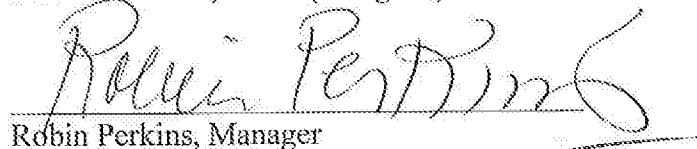


Dexter Hutchison, Manager



Robin Perkins, Manager

SPD BRANDS, LLC (Assignee)



Robin Perkins, Manager



Clifford Selbert, Manager