

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381286

<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>
Resilience, LLC		04/01/2014	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	South Park Creative LLC		
<b>Street Address:</b>	1035 South Grand Avenue		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90015		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77832121	INFATUATION	
<b>Serial Number:</b>	77833062	RESILIENCE	
<b>Serial Number:</b>	76603671	RESILIENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2137447901		
<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>	(213) 744-7900		
<b>Email:</b>	RNJ@ecotex.com		
<b>Correspondent Name:</b>	South Park Creative LLC		
<b>Address Line 1:</b>	1035 South Grand Avenue, 3rd Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90015		
<b>NAME OF SUBMITTER:</b>	Raphael Javaheri		
<b>SIGNATURE:</b>	/Raphael Javaheri/		
<b>DATE SIGNED:</b>	04/20/2016		
<b>Total Attachments: 3</b>			
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source=Assignment Agreement - Resilience LLC (4-1-14)#page2.tif			

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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of April 1, 2014, by and between Resilience, LLC, a California limited liability company ("Assignor"), and South Park Creative, LLC, a Delaware limited liability company ("Assignee"), with reference to the following:

A. Assignor has previously created, developed and/or acquired the brands known as "Infatuation", "Resilience" and "Resilients" (collectively, the "Brand"), all for use in the apparel industry, which include intellectual property and tangible property embodying the intellectual property.

B. Included among said intellectual property are the following registered trademarks, which Assignor owns: "INFATUATION", "RESILIENCE", and "RESILIENTS", as more particularly described in Section 2 below (collectively, the "Trademarks").

C. Assignor desires to assign, transfer, and convey to Assignee, and Assignee desires to accept, all right, title, and interest in and to all intellectual property owned by Assignor related to the Brand (the "IP Assignment"), upon the terms and conditions hereof.

D. In consideration of the IP Assignment, Company has agreed to consider sums already paid, as consideration for the IP Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. RECITALS. The foregoing recitals are restated and incorporated herein as part of this Agreement.

2. TRADEMARKS. The term "Trademarks" shall include each Trademark identified below along with all variations of each Trademark and all logos, images, iterations, and rights associated with each Trademark.

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
INFATUATION	77832121	4392507
RESILIENCE	77833062	4498309
RESILIENTS	76603671	3171891

3. ASSIGNMENT OF THE IP ASSETS.

3.1 Definitions. The term "IP" shall mean all intellectual property relating to the Trademarks recognized under common law, state law, federal law, or foreign law, including but not limited to all Marks, all Copyrights, and all Related Rights (as those terms are defined below).

(a) "Marks" shall mean all words, names, logos, symbols, trade names, corporate names, source indicating indicia, trade dress, trademarks, marks, U.S. and foreign

applications to register marks, and U.S. and foreign registrations.

(b) "**Copyrights**" shall mean all copyrights, U.S. and foreign, whether registered or not, including but not limited to copyrights in product designs and packaging, advertising, promotional material, and products (whether developed or in development), moral rights, and artist rights.

(c) "**Related Rights**" shall mean (1) all goodwill of the business symbolized by the Marks, and (2) all rights and causes of action to enforce the rights associated with each item of IP in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any item of IP in all relevant jurisdictions.

3.2 Assignment of Brand and IP. Assignor hereby assigns, transfers and conveys to Company all rights, title, and interest in and to the Brand and IP. Company hereby accepts the assignment of the IP.

3.3 Further Assurances. At Company's request, Assignor will acknowledge, execute, and deliver any documents or instruments, and do any other lawful act, at Company's expense, to further the purposes of this Agreement, and to assist Company in the perfection, registration, protection, enforcement, and exploitation of the IP.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants the following: (a) Assignor is the sole owner of all right, title, and interest in the Membership Interest, the Brand and IP; (b) there are no liens, encumbrances, or any other third party interests or claims to the Brand or IP; (c) Assignor has not granted any license or right to use any of the Brand or IP; (d) Assignor has not received any written demand, claim, notice or inquiry from any person in respect of the Brand or IP, which challenges or threatens to challenge the rights of the Assignor in, or the right of the Assignor to use, any of the Brand or IP; and (e) Assignor is not subject to any judicial decree, order, judgment, stipulation, or agreement with a third party restricting in any manner the ownership, use, sale, or licensing of the IP or any products or service utilizing the IP.

5. MUTUAL RELEASE. Assignor for itself and its respective members, managers, affiliates, employees, agents, representatives, attorneys, heirs, successors and assigns (collectively, the "Assignor Parties") hereby releases and fully discharges Assignee and its members, managers, employees, agents, representatives, attorneys, heirs, successors and assigns (collectively, the "Assignee Parties"), Assignee for itself and the Assignee Parties hereby releases and fully discharges Assignor and the Assignor Parties from all actions, causes of action, suits, claims, demands, liens, interests, debts, contracts, obligations, liabilities, damages, losses, costs and expenses, including, without limitation, attorneys' fees and costs (collectively, the "Claims"), of any nature whatsoever existing at any time on or before the date of this Agreement. The releases contained in this Section 5 include claims of which Assignor and Assignee are presently unaware or which Assignor and Assignee do not presently suspect to exist in its favor which, if known by Assignor and/or Assignee would materially affect the foregoing release. Assignor and Assignee specifically waive the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. MISCELLANEOUS.

6.1 Warranty of Authority. Each individual whose signature appears below, represents and warrants to the other parties that he or she has the full authority to execute this Agreement on behalf of the party for whom he or she signs, and that he or she is acting within the scope of such authority.

6.2 Severability. If any provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been part of this Agreement.

6.3 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 internal law, not the law of conflicts, of the State of California. The parties hereby irrevocably submit to the exclusive jurisdiction of any California court, or federal court sitting in Los Angeles County, over any suit, action or proceeding (including arbitration) arising out of or relating to this Agreement and further consent to Los Angeles County as the exclusive venue for any such suit, action or proceeding (including arbitration) and irrevocably waive to the fullest extent permitted by law, any objection to such venue as being an inconvenient forum.

6.4 Attorneys' Fees. If legal action or other proceeding is brought for the enforcement of this Agreement or because of any alleged dispute, breach, default, or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such proceeding shall be entitled to recover its attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which it may be entitled, from the non-prevailing party or parties.

6.5 Complete Agreement. This Agreement sets forth the entire agreement between the parties hereto as it relates to the subject matters addressed herein. All earlier understandings or oral agreements concerning the subject matters hereof are superseded and are of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

Resilience, LLC,  
a California limited liability company

By: Resilience LLC  
Name: RADHAEL JAVIER  
Its: Radhael Javier

ASSIGNEE:

South Park Creative, LLC,  
a California limited liability company

By: South Park Creative LLC  
Name: RADHAEL JAVIER  
Its: Radhael Javier