

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384834

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Surf Cowboy, Inc.		05/12/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Rosenthal & Rosenthal of California, Inc.
Street Address:	21800 Oxnard Street
Internal Address:	Suite 1880
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77133116	SUSTENANCE
Registration Number:	4211790	
Registration Number:	2854488	AGAVE
Registration Number:	4174574	AGAVE DENIMSMITH
Registration Number:	2832699	JAKE AGAVE
Registration Number:	3529351	
Registration Number:	3556156	AGAVE NECTAR

CORRESPONDENCE DATA

Fax Number: 8188279060

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: 8188279000

Email: agrabell@brutzkusgubner.com, sbroffman@brutzkusgubner.com

Correspondent Name: J. Alison Grabell

Address Line 1: c/o Brutzkus Gubner LLP 21650 Oxnard St.

Address Line 2: Suite 500

Address Line 4: Woodland Hills, CALIFORNIA 91367

NAME OF SUBMITTER:	J. Alison Grabell
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TRADEMARK

SIGNATURE:	/J. Alison Grabell/
DATE SIGNED:	05/18/2016
Total Attachments: 5 source=AGAVE Marks Foreclosure & Assignment SC-RR#page1.tif source=AGAVE Marks Foreclosure & Assignment SC-RR#page2.tif source=AGAVE Marks Foreclosure & Assignment SC-RR#page3.tif source=AGAVE Marks Foreclosure & Assignment SC-RR#page4.tif source=AGAVE Marks Foreclosure & Assignment SC-RR#page5.tif	

**FORECLOSURE OF SECURITY INTERESTS, ASSIGNMENT OF TRADEMARKS
AND POWER OF ATTORNEY**

WHEREAS, SURF COWBOY, INC., a California corporation with an address at 8210 S. 11th Street, Ridgefield, Washington 98642 (“Assignor”) owns the trademarks and the trademark registrations, pending applications any registrations that may issue therefrom, and all common law rights associated therewith (the “Trademarks”) to the extent that such common law rights exist, as set forth in **Schedule 1** hereto and incorporated herein, and the goodwill associated therewith; and

WHEREAS, ROSENTHAL & ROSENTHAL OF CALIFORNIA, INC., a California corporation with an address at 21800 Oxnard Street, Suite 1880, Woodland Hills, California 91367 (“Assignee”) and Assignor entered into that certain Intellectual Property Security Agreement, and related documents, all of which were dated December 27, 2010, as they may have been amended from time to time (collectively, the “Agreement”); and

WHEREAS, in accordance and consistent with the terms of the Agreement, Assignor granted a security interest in one or more of the Trademarks (the “Security Interests”) and certain of such Security Interests were recorded at the United States Patent and Trademark Office and/or perfected pursuant to the UCC; and

WHEREAS, Assignee has foreclosed on the Security Interests; and

WHEREAS, Assignee is taking assignment of the Trademarks together with the goodwill of the business associated therewith in accordance with the terms of the Agreement; and

WHEREAS, Assignor has agreed to assign the Trademarks as set forth in **Schedule 1** hereto to Assignee and to execute such documents and instruments of assignment as necessary to evidence such foreclosure of the Security Interests and assignment of the Trademarks to Assignee;

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

Assignor hereby irrevocably conveys, transfers, assigns, and delivers to Assignee all of Assignor’s right, title and interest of whatever kind in and to the Trademarks, as set forth on **Schedule 1** hereto, together with the goodwill of the business associated therewith.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of foreclosure and assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Trademarks.

Without limiting the foregoing, the rights assigned herein shall include the Trademarks owned by Assignor subject to the Security Interests, throughout the world, whether registered or not and whether or not set forth on **Schedule 1** hereto.

Without limiting the foregoing, the rights assigned herein shall include any causes of action or claims that have occurred or will occur, in connection with any of the rights assigned herein.

Assignor, further, hereby revokes all previous powers of attorney solely to the extent of power granted thereunder relating to the U.S. Trademarks as set forth on **Schedule 1** hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any and all documents necessary or required by the United States Patent and Trademark Office in connection with and to demonstrate Assignor's consent to Assignee to use, register, and/or attempt to register the U.S. Trademarks as set forth on **Schedule 1** hereto.

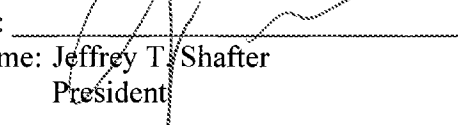
Assignor further, hereby revokes all previous powers of attorney solely to the extent of power granted thereunder relating to the foreign Trademarks as set forth on **Schedule 1** hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any and all documents necessary or required by any Trademark Office throughout the world in connection with and to demonstrate Assignor's consent to Assignee to use, register, and/or attempt to register the foreign Trademarks as set forth on **Schedule 1** hereto.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, promptly to (i) execute and have executed any and all other reasonably requested documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Foreclosure of Security Interests, Assignment of Trademarks and Power of Attorney; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and trademark offices throughout the world so that Assignee's ownership of the Trademarks is duly made of record.

This Assignment of Trademarks and Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Foreclosure of Security Interests, Assignment of Trademarks and Power of Attorney at Los Angeles, California on May 13, 2016.

ASSIGNOR
SURF COWBOY, INC.

By: 
Name: Jeffrey T. Shafter
Its: President

SCHEDULE 1
TRADEMARKS

Mark	Country	Status	Filing Date	App. / Reg. No.	Reg. Date	Class / Goods	Next Deadline
"Flying-A" pocket logo	US	Registered (Supplemental)	10/20/2011	4,211,790	09/18/2012	25 -Clothing, namely, jeans.	09/18/2018 - Maintenance Due
AGAVE	EU	Registered	05/05/2006	5059498	02/16/2009	25 - T-shirts, sweatshirts, shirts, shorts, pants, jeans, jackets and headwear, not including footwear.	05/05/2016 - Renewal Due
AGAVE	Republic of Korea	Registered	04/15/2011	40-00904512	02/14/2012	Clothing; footwear; headgear; neck wear.	02/14/2022 - Renewal Due
AGAVE	Canada	Registered	12/05/2005	TMA 692054	07/16/2007	25 - Clothing, namely, men's, women's and children's t-shirts, sweatshirts, shirts, shorts, pants, jeans, jackets, headwear, namely, hats, caps, visors, bandannas, headbands, scarves and footwear, namely, shoes, sneakers, boots, sandals, slippers, thongs, socks, stockings, leggings.	07/16/2022 - Renewal Due
AGAVE	US	Registered	04/08/2002	2,854,488	06/15/2004	25 - Clothing, namely, men's, women's, and children's t-shirts, sweatshirts, shirts, shorts, pants, jeans, jackets, and headwear.	06/15/2024 - Renewal Due
AGAVE DENIMSMITH	US	Registered	10/20/2011	4,174,574	7/17/2012	25 - Clothing, namely, denim shirts, denim jackets, denim jeans, denim shorts and denim headwear.	07/17/2018 - Maintenance Due
AGAVEDENIM	Japan	Registered	06/23/2011	5454570	12/02/2011	25 - Clothing; footwear; headgear; neckties; scarves; mufflers.	12/02/2021 - Renewal Due
AGAVEDENIM	China P.R.	Registered	05/13/2011	9460555	06/07/2012	25 - Clothing; footwear; headgear; shawls; scarves; bandanas [neckerchiefs]; ascots.	06/06/2022 - Renewal Due

Mark	Country	Status	Filing Date	App. / Reg. No.	Reg. Date	Class / Goods	Next Deadline
JAKE AGAVE	US	Registered	04/08/2002	2,832,699	04/13/2004	25 - Clothing, namely, men's, women's, and children's T-shirts, sweatshirts, shirts, shorts, pants, jeans, jackets, headwear and footwear.	04/13/2024 - Renewal Due
Scorpion design	US	Inactive	3/18/2005	3,529,351	11/4/2008	25 - Clothing, namely, men's, t-shirts, shorts, jeans; outerwear, namely, jackets; and headwear.	
AGAVE NECTAR	US	Inactive	11/16/2007	3,556,156	1/6/2009	25 - Clothing, namely, jeans, shirts, t-shirts, tank tops, hooded sweatshirts, sweatshirts and jackets.	
SUSTENANCE	US	Inactive	3/16/2007	77/133,116	N/A	14 - Jewelry. 25 - Clothing, namely, men's, women's and children's headwear, footwear, coats, jackets, tops, bottoms, t-shirts, shirts, pants, jeans, dresses, underwear, swimwear and sleepwear.	
Agave pocket design	US	Inactive (Supplemental)	11/16/2007	3,589,321	3/10/2009	25 - Clothing, namely, jeans.	
RED SCORPION	US	Registered	3/18/2005	3,750,721	2/16/2010	25 - Clothing, namely, men's, T-shirts, shorts, jeans, headwear and jackets.	8/16/2016 – Maintenance due (end of grace period)

SCHEDULE A

(Trademarks and Domain Names in the United States)

<u>Trademark</u>	<u>Serial/Reg. No.</u>
Red Scorpion	78590927/3750721
Agave Nectar	77332189/3556156
Agave	76394762/2854488
Jake Agave	76394761/2832699

Domain Names

(NONE)