

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rosenthal & Rosenthal of California, Inc.		05/12/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XCVI LLC		
<b>Street Address:</b>	2311 S. Santa Fe Avenue		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90058		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77133116	SUSTENANCE	
<b>Registration Number:</b>	4211790		
<b>Registration Number:</b>	2854488	AGAVE	
<b>Registration Number:</b>	4174574	AGAVE DENIMSMITH	
<b>Registration Number:</b>	2832699	JAKE AGAVE	
<b>Registration Number:</b>	3529351		
<b>Registration Number:</b>	3556156	AGAVE NECTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8188279060		
<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>	8188279000		
<b>Email:</b>	agrabell@brutzkusgubner.com, sbroffman@brutzkusgubner.com		
<b>Correspondent Name:</b>	J. Alison Grabell		
<b>Address Line 1:</b>	c/o Brutzkus Gubner LLP 21650 Oxnard St.		
<b>Address Line 2:</b>	Syite 500		
<b>Address Line 4:</b>	Woodland Hills, CALIFORNIA 91367		
<b>NAME OF SUBMITTER:</b>	J. Alison Grabell		

CH \$190.00 77133116

<b>SIGNATURE:</b>	/J. Alison Grabell/
<b>DATE SIGNED:</b>	05/19/2016
<b>Total Attachments: 5</b> source=AGAVE Marks Assignment RR-XCVI#page1.tif source=AGAVE Marks Assignment RR-XCVI#page2.tif source=AGAVE Marks Assignment RR-XCVI#page3.tif source=AGAVE Marks Assignment RR-XCVI#page4.tif source=AGAVE Marks Assignment RR-XCVI#page5.tif	

## ASSIGNMENT OF TRADEMARKS AND POWER OF ATTORNEY

**WHEREAS, ROSENTHAL & ROSENTHAL OF CALIFORNIA, INC.**, a California corporation with an address at 21800 Oxnard Street, Suite 1880, Woodland Hills, California 91367 (“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, XCVI LLC**, is a California limited liability company with an address at 2311 S. Santa Fe Avenue, Los Angeles, California 90058 (“Assignee”),

**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 reasonably requested and necessary to evidence such 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 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 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 hereby revokes all previous powers of attorney solely to the extent the power granted thereunder relates 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 the power granted thereunder relates 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 I hereto.

Assignor further agrees, at the reasonable request of Assignee promptly to (i) execute and have executed any and all other reasonably requested documents of any kind whatsoever, and to provide whatever reasonably requested information may be required to carry out the terms and intent of this 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, at Assignee's sole expense.

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 Assignment of Trademarks and Power of Attorney at LOS ANGELES, California on May 13, 2016.

**ASSIGNOR**

**ROSENTHAL & ROSENTHAL OF CALIFORNIA, INC.**

By: \_\_\_\_\_

Name: Bertie Fujji

Its: Senior Vice President

1554009

**TRADEMARK**  
**REEL: 005796 FRAME: 0983**

**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)