

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387029

<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>
Backcountry.com, Inc.		05/16/2016	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Artist Hand LLC		
<b>Street Address:</b>	489 Washington Boulevard		
<b>City:</b>	Venice		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90291		
<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>	3836095	DEPARTMENT OF GOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028428465		
<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>	202-842-8800		
<b>Email:</b>	dctrademarks@dbr.com		
<b>Correspondent Name:</b>	Jennifer L. Dean		
<b>Address Line 1:</b>	1500 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Drinker Biddle & Reath LLP		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	213089.539829		
<b>NAME OF SUBMITTER:</b>	Joelle Zajk		
<b>SIGNATURE:</b>	/joelle zajk/		
<b>DATE SIGNED:</b>	06/08/2016		
<b>Total Attachments: 1</b>			
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## AGREEMENT AND TRADEMARK ASSIGNMENT

This AGREEMENT AND TRADEMARK ASSIGNMENT is effective as of the date of the last signature below ("Effective Date"), by and between Backcountry.com, Inc., a Utah corporation with an address of 1678 West Redstone Center Drive, Park City, Utah 84098 ("Assignor"), on the one hand, and Artist Hand LLC, a Delaware limited liability company with an address of 489 Washington Boulevard, Venice, California 90291 ("Assignee"), on the other hand.

WHEREAS, Assignor possesses all rights, title and interest in and to the DEPARTMENT OF GOODS trademark and name and the common law rights thereto, as well as U.S. Reg. No. 3,836,095 (collectively, the "Trademark") and the departmentofgoods.com domain name (the "Domain Name").

WHEREAS, Assignee wishes to acquire all rights, title and interest in and to the Trademark and Domain Name, and the goodwill of the business symbolized thereby, including that portion of the business to which the Trademark and Domain Name pertain.

NOW, THEREFORE, in exchange for ~~Redacted~~ which Assignee agrees to pay Assignor promptly following the Effective Date and after the Domain Name has been transferred to Assignee:

Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest in and to the Trademark and Domain Name, together with the trade name and common law rights thereto, the registration therefor, the goodwill of the business symbolized by the Trademark, including that portion of the business to which the Trademark pertains, the right to apply for and receive registrations of the Trademark throughout the United States and in all other countries of the world, and the right to sue and recover damages for past, present and future infringements. This assignment is made to Assignee, its successors and assigns, to have and to hold such assets for its own use and benefit forever.

Assignor warrants that there are no licenses, encumbrances, or other agreements, either written, oral or implied, relating to the Trademark or Domain Name, and that it has good and valid title thereto to assign to Assignee.

ASSIGNOR:  
BACKCOUNTRY.COM, INC.

By: 

Name: Thomas H. Jean

Title: General Counsel

Date: May 13, 2016

ASSIGNEE:  
ARTIST HAND LLC

By: 

Name: Joelle Berdugo Aven

Title: FOUNDER

Date: May 16<sup>th</sup>/2016

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