

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392808

|   |  |                       |                     |
|---|--|-----------------------|---------------------|
| <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>  |
| Titan Industries, Inc.  |  | 04/25/2016            | Corporation: NEVADA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                     |
| <b>Name:</b>  | Titan Footwear, LLC                                |                       |                     |
| <b>Street Address:</b>  | 5252 Bolsa Avenue                                  |                       |                     |
| <b>City:</b>  | Huntington Beach                                   |                       |                     |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                     |
| <b>Postal Code:</b>   | 92649-1019   |                       |                     |
| <b>Entity Type:</b>   | Limited Liability Company: CALIFORNIA              |                       |                     |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                     |
| <b>Serial Number:</b>   | 77020603   | JOEY O                |                     |
| <b>Serial Number:</b>   | 77708638   | PENNY LOVES KENNY     |                     |
| <b>Serial Number:</b>   | 85382870   | CECE L'AMOUR          |                     |
| <b>Serial Number:</b>   | 85383406   | FRENCH FOLLIES        |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                     |
| <b>Fax Number:</b>  | 7027963502   |                       |                     |
| <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>   | 7027963476   |                       |                     |
| <b>Email:</b>   | pto@johnlambertsen.com                             |                       |                     |
| <b>Correspondent Name:</b>  | John C. Lambertsen                                 |                       |                     |
| <b>Address Line 1:</b>  | 6900 Westcliff Drive, Suite 104                    |                       |                     |
| <b>Address Line 4:</b>  | Las Vegas, NEVADA 89145-0195                       |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | John C. Lambertsen                                 |                       |                     |
| <b>SIGNATURE:</b>   | /johnclambertsen/                                  |                       |                     |
| <b>DATE SIGNED:</b>   | 07/27/2016   |                       |                     |
| <b>Total Attachments: 2</b>   |  |                       |                     |
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**


WHEREAS, Titan Industries, Inc., a Nevada corporation ("Assignor"), is the owner of, the trademarks described on Annex A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement dated January 1, 2016, Assignor assigned to Titan Footwear, LLC, a California limited liability company ("Assignee"), certain of Assignor's business assets related to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto 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 and the registrations thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all claims for damages by reason of past infringement of the Trademarks, with the right to sue for, and collect, the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 25<sup>th</sup> day of April, 2016.



**Titan Industries, Inc.**

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

Name: JOE QUARWINE

Title: CEO

ANNEX A

| Trademark   | Country | Serial No. and/or Registration No. | Class(es) | Status     |
|---|---------|------------------------------------|-----------|------------|
| PENNY LOVES KENNY   | U.S.A.  | S/N 77708638                       | 25        | Registered |
|  | U.S.A.  | S/N 85382870                       | 25        | Registered |
|  | U.S.A.  | S/N 85383406                       | 25        | Registered |
| JOEY O  | U.S.A.  | S/N 77020603                       | 25        | Registered |