

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeremy M Joseph		10/21/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Coachillin' Holdings, LLC		
Also Known As:	Coachillin Holdings		
Street Address:	46883 Monroe Street		
Internal Address:	Suite 203		
City:	Indio		
State/Country:	CALIFORNIA		
Postal Code:	92201		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4597127	COACHILLIN	
Serial Number:	87144859	COACHILLIN	
CORRESPONDENCE DATA			
Fax Number:	7607754220		
<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>			
Phone:	7607754000		
Email:	michael@ecomastercorp.com		
Correspondent Name:	Coachillin' Holdings, LLC		
Address Line 1:	46883 Monroe Street		
Address Line 2:	Suite 203		
Address Line 4:	Indio, CALIFORNIA 92201		
NAME OF SUBMITTER:	Michael Dickerson		
SIGNATURE:	/Michael Dickerson/		
DATE SIGNED:	10/27/2016		
Total Attachments: 8			
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Assignment between
Jeremy Joseph and
Coachillin' Holdings, LLC

TRADEMARK AND DOMAIN NAME AGREEMENT

This agreement (the "Agreement") is by and between Jeremy M. Joseph (hereinafter referred to as "Joseph") and Coachillin' Holdings LLC, a California Limited Liability Company (hereinafter referred to as "Coachillin' Holdings") and is effective as of the date of the signature of the last party to sign this Agreement, (the "Effective Date").

WHEREAS, Joseph is the owner, registrant, and applicant of certain trademarks identified in Exhibit A (the "Trademark") and "Trademark Application") and of certain domain names identified in Exhibit B (the "Domain Names");

WHEREAS, Coachillin' Holdings desires to acquire from Joseph all of the right, title and interest in the Trademark and Trademark Application together with the goodwill of the business symbolized by the Trademark and Trademark Application;

WHEREAS, Coachillin' Holdings desires to acquire from Joseph the right title and interest in the Domain Names;

Now, Therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Trademark Assignment.** Joseph does hereby assign, transfer, and set over unto Coachillin' Holdings, all of Joseph's right, title, and interest in and to the Trademark, and Trademark Application, including all common law rights, together with the goodwill of the business symbolized by the Trademark and Trademark Application, and the right to sue third parties for and recover damages from past and future infringement of the Trademark and Trademark Application, the same to be held and enjoyed by Coachillin' Holdings for its own use and enjoyment and 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 Joseph if this assignment had not been made (the "Assignment").

2. **Trademark Application Assignment.** If, as of the Effective Date, Joseph has not perfected ownership in any of the Trademark, Trademark Application or Domain Names, Joseph agrees to, promptly assign ownership of the Trademark, Trademark Application and Domain Names to Coachillin' Holdings, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Coachillin' agrees to provide the legal counsel and pay for any legal fees necessary to effect such further assignment. Joseph further agrees to take all steps necessary to promptly expedite any perfection of Coachillin' Holdings' ownership in and to the Trademark, Trademark Application and Domain Names.

3. **Authorizations.** Joseph hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country or state, empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademark, Trademark Applications and Domain Names to Coachillin' Holdings as owner of all right, title and interest therein, or otherwise as Coachillin' Holdings may direct, in accordance with the terms of the Assignment.

Assignment between
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4. **Domain Names.** Joseph shall cause any related Domain Names (including all sub-domains and related URLs) to redirect directly to the URLs designated by Coachillin' Holdings with no interstitial content, or otherwise provide Coachillin' Holdings with exclusive control of the Domain Names. Coachillin Holdings shall instruct Joseph on how to do so, and acknowledges that Joseph does not have the technical knowledge to complete such redirection. Joseph does hereby forever assign to Coachillin' Holdings, Joseph's entire right, title and interest to the Domain Names including, but not limited to those set forth on the attached Exhibit B.

5. **Execution and Delivery.** Upon Coachillin' Holdings' reasonable request, Joseph agrees that he will take such actions and execute such documents (including, without limitation, escrow agreements, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Coachillin' Holdings the full right, title and interest in the Trademark, the Trademark Application and the Domain Names. Coachillin shall provide Joseph with legal counsel and pay for such legal fees if necessary to complete such actions.

6. **Representations and Warranties.** Joseph represents and warrants that to the best of his knowledge, Joseph has the full right to convey the entire right, title and interest herein assigned, and that he will not take any action, use any trademark, trademark application or domain name, or execute any instrument or grant or transfer any rights, or apply for any title or interests inconsistent with the rights, title and interests assigned herein and that he has not previously transferred and/or encumbered these rights and interests.

Joseph further represents and warrants that neither he nor any entity in which he owns any interest, including but not limited to a limited liability company, trust, corporation, limited partnership, limited liability partnership, partnership, or other business and/or business entity has filed any trademark, trademark application in any state of the United States and/or any foreign country for the name "coachillin" prior to the Effective Date and that he will not do so thereafter.

Notwithstanding the above representations, Joseph makes absolutely no other warranty as to the validity or enforceability of the Trademark or Trademark Application and Coachillin' Holdings hereby agrees that it takes ownership of the Trademark and Trademark Application at its own risk and will hold Joseph harmless for any and all trademark challenges, failed enforcements or any subsequent action with respect to the Trademark and Trademark Application. Moreover, Joseph makes absolutely no other warranty that the Trademark Application will mature into a trademark registration and Coachillin' Holdings hereby agrees that it takes ownership of the Trademark Application at its own risk and will hold Joseph harmless if the Trademark Application does not mature into a registered trademark.

Assignment between
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7. **Payment:** In consideration for the assignments and representations herein Coachillin' Holdings hereby agrees to pay Joseph FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500) by wire transfer immediately upon execution of this Agreement according to the following instructions:

Bank of America
Jeremy M. Joseph
Account Number: 000245468387
WIRE NUMBER: 026009593

8. **Independent Contractors.** The parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither party has any right or authority to bind the other in any way.

9. **Assignment.** Coachillin' Holdings shall have the right to assign its rights under this Agreement and/or in and to The Trademark, name "Coachillin", The Trademark Application and the Domain Names this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Joseph.

10. **Notices.** All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to Joseph:
1545 Wilcox Avenue, Suite 202
Los Angeles, CA 90046

If to Coachillin' Holdings:
46-883 Monroe Street, Suite 203
Indio, CA 92201

11. **Modification and Waiver.** The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

12. **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of California without regard to the conflicts of law provisions thereof.

13. **Headings.** Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.

14. **Severability.** In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

15. **Entire Agreement.** Upon execution by both parties, this Agreement and the documents referred to herein, including the assignment and transfer documents and the escrow instructions shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

16. **Non-Exclusive Remedies.** The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

17. **Cooperation.** Each party shall fully cooperate with the other in connection with the requirements imposed by this Agreement upon the parties, and in performance of the purposes of this Agreement, to the end that each party shall execute and deliver all documents reasonably necessary in connection herewith, including, but not limited to escrow instructions and neither party shall act in any manner to impede the other in performing its obligations hereunder.

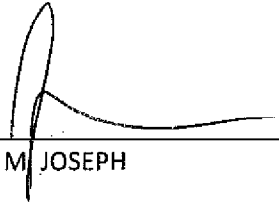
18. **Attorney's Fees.** In the event that any action, suit or other proceeding is instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the parties shall bear their own attorney's fees.

19. **No Pending Actions** . To Joseph's knowledge, there are no pending, threatened or contemplated claims or causes of action involving the Trademark, the Trademark Application or the Domain Names.

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Coachillin' Holdings, LLC

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

BY:



JEREMY M. JOSEPH

Date: 10-21-2016

COACHILLIN' HOLDINGS, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY:



KENNY DICKERSON, MANAGING MEMBER

Date: 10-21-16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On October 21, 2016 before me, Rachel Mintz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeremy M. Joseph
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Trademark And Domain Name Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A

1. Trademark

Word Mark	COACHILLIN
Goods and Services	IC 025. US 022 039. G & S: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Shirts. FIRST USE: 20140203. FIRST USE IN COMMERCE: 20140205
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86185677
Filing Date	February 5, 2014
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	June 17, 2014
Registration Number	4597127
Registration Date	September 2, 2014
Owner	(REGISTRANT) Joseph, Jeremy M INDIVIDUAL UNITED STATES 8335 Sunset Blvd, Suite 228 West Hollywood CALIFORNIA 90069
Attorney of Record	Jeremy M. Joseph
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

2. Trademark Application

Word Mark	COACHILLIN
Goods and Services	IC 035. US 100 101 102. G & S: On-line retail store services featuring consumer goods. FIRST USE: 20140201. FIRST USE IN COMMERCE: 20140201
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	87144859
Filing Date	August 19, 2016
Current Basis	1A
Original Filing Basis	1A
Owner	(APPLICANT) Joseph, Jeremy M INDIVIDUAL UNITED STATES 1545 Wilcox Avenue, Suite 202 1545 Wilcox Avenue, Suite 202 Los Angeles CALIFORNIA 90046
Attorney of Record	Jeremy M Joseph
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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EXHIBIT
B

DOMAIN NAMES:

<https://www.facebook.com/coachillingear/>