

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wayward Stock		12/13/2016	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Zumiez Services Inc.		
Street Address:	4001 204th Street SW		
City:	Lynnwood		
State/Country:	WASHINGTON		
Postal Code:	98036		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86766327	WAYWARD STOCK	
CORRESPONDENCE DATA			
Fax Number:	2064640125		
<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:	2064643939		
Email:	trademarks@gsblaw.com		
Correspondent Name:	Claire F. Hawkins		
Address Line 1:	1191 Second Avenue, Suite 1800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	17298-62024		
NAME OF SUBMITTER:	Cheryl Whitlock		
SIGNATURE:	/Cheryl Whitlock/		
DATE SIGNED:	12/14/2016		
Total Attachments: 4			
source=Intellectual Property Assignment (final Dec 13 2016 Wayward Stock LLC)#page1.tif			
source=Intellectual Property Assignment (final Dec 13 2016 Wayward Stock LLC)#page2.tif			
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OP \$40.00 86766327

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Assignment Agreement ("**Agreement**") dated as of December 13, 2016, is entered into by and among Wayward Stock LLC, a Washington limited liability company ("**Company**") and Chris Edwards, an individual and the sole member and manager of Company ("**Owner**", and together with Company, "**Seller**"), and Zumiez Services Inc., a Washington corporation ("**Buyer**").

WHEREAS, Seller operates a clothing brand business and website, including the Company (the "**Business**");

WHEREAS, in connection with the Asset Purchase Agreement dated December 13, 2016 between the parties, Seller wishes to sell and assign to Buyer, and Buyer wishes to accept certain property.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Definitions

1.1 "**Purchased IP**" means all of Seller's right, title and interest in all Intellectual Property and Intellectual Property Rights (as both are defined herein) used in, or developed in connection with, the Business, including but not limited to those assets set forth in Schedule A to the Asset Purchase Agreement between the parties and as set forth on Exhibit A hereto.

1.2 "**Intellectual Property**" means all technology and intellectual property, regardless of form, including without limitation: (a) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, photographs, maskworks, and sound recordings ("**Works of Authorship**"); (b) inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("**Inventions**"); (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("**Trademarks**"); and (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("**Confidential Information**").

1.3 "**Intellectual Property Rights**" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: (a) rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act; (b) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act ("**Patent Rights**"); (c) rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act; (d) rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act; (e) rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("**Personality Rights**"); (f) rights of attribution and integrity and other moral rights of an author ("**Moral Rights**"); (g) rights in, arising out of, or associated with domain names; and (h) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

2. **Assignment.** Seller hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys, and will in the future assign, transfer, and convey, to Buyer and its successors and assigns: (a) all of Seller's right, title, and interest in and to the Purchased IP; (b) all of Seller's claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Purchased IP, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement or misappropriation prior to the date of assignment to the Company, as well as the right to grant releases for past infringements; and (c) all of Seller's right, title, and interest in and to goodwill associated with the business represented by any Trademarks that are assigned as part of the Purchased IP. Seller hereby waives and agrees not to enforce all Moral Rights, Personality Rights, or similar rights that Buyer may have in the Purchased IP.

3. **Consideration.** In consideration for the mutual covenants and agreements in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

4. **Representations and Warranties.** Seller represents and warrants to Buyer that: (a) Seller has not granted and will not grant any licenses or other rights to the Purchased IP to any third party; (b) Seller exclusively owns or has adequate, valid and enforceable rights to use and assign all the Purchased IP to Buyer, free and clear of all liens, encumbrances, security interests, and restrictions on assignment; and (c) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Purchased IP.

5. Further Assurances

5.1 **Assistance.** Seller will take all action and execute all documents as Buyer may reasonably request to effect the transfer of the Purchased IP and the vesting of complete and exclusive Sellership of the Purchased IP in Buyer. In addition, Seller will, at the request and sole cost and expense of Buyer, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Buyer may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Buyer alone (unless Buyer otherwise directs) Intellectual Property Rights protection relating to any or all of the Purchased IP in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Buyer with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

6. Miscellaneous

6.1 **Binding on Successors.** This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.

6.2 **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Washington without reference to its conflicts of law provisions.

6.3 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

6.4 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

6.5 Entire Agreement. This Agreement, the Asset Purchase Agreement referenced above, and all other agreements contemplated thereby together constitute the entire agreement concerning the subject matter hereof, incorporating all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

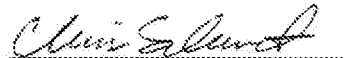
COMPANY

Wayward Stock LLC

By 
Name: **Chris Edwards**
Title: **Sole Member**

OWNER

Chris Edwards



BUYER

Zumiez Services Inc.

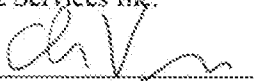
By 
Name: **Chris K. Visser**
Title: **EVP, General Counsel & Secretary**

EXHIBIT A

Purchased IP

1. All of Seller's right, title, and interest in (a) all Intellectual Property and Intellectual Property Rights as assigned in this Assignment Agreement, the Asset Purchase Agreement between the parties referenced above, and all other agreements contemplated thereby, whether such rights are registered or unregistered, including, without limitation, all common law and registered trademarks, copyrights, patents, and licenses related to Company; (b) applications for patents and for registration of trademarks, service marks, and copyrights related to Company; (c) trade secrets related to Company; (d) other items of proprietary know-how and other intangible property related to Company; and (e) all accompanying goodwill related thereto, including but not limited to the following:

i. The name and mark WAYWARD STOCK, including US Trademark Application No. 86766327 for the mark WAYWARD STOCK, filed on 23 September 2015, published on 8 November 2016, owned by Wayward Stock, LLC, 502 N 138th St Seattle, WA 98133, claiming "Retail store services featuring outdoor adventure travel accessories and clothing," claiming first use on 16 Apr 2014, and first use in commerce on 25 Feb 2015; and any and all goodwill related thereto.

ii. The name and mark WAYWARD.

iii. The name and mark WSCO.

iv. The name and mark WAYWARD JOURNAL.

v. Washington State Trade Name WAYWARD STOCK, in connection with Business ID 603 395 316, expiration 30 April 2017.

vi. Domain Name www.waywardstock.com, Registrar: ENOM, INC., first registered 5 February 2014, expiring 5 February 2017, and any and all login and administrative passwords or information therefor.

vii. Domain Name www.waywardjournal.com, Registrar: ENOM, INC., first registered 5 January 2016, expiring 5 January 2018, and any and all login and administrative passwords or information therefor.

viii. All social media accounts for the Business, including but not limited to Facebook and Instagram, and any and all login and administrative passwords; customer or follower data, contact details, or similar; and/or related information therefor.

ix. All photos and copyrightable content used by the Business and/or existing or hosted on the www.waywardstock.com or www.waywardjournal.com domains.