

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Icon NY Holdings LLC		12/30/2016	Limited Liability Company: DELAWARE
Sharper Image Holdings LLC		12/30/2016	Limited Liability Company: DELAWARE
Iconix Latin America LLC		12/30/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	360 Holdings II-A LLC
Street Address:	15 Cushing
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1862537	AUTO-DRIVE
Registration Number:	2383876	IONIC BREEZE
Registration Number:	2801157	SHARPER IMAGE
Registration Number:	2801489	SHARPER IMAGE
Registration Number:	4538247	SHARPER IMAGE
Registration Number:	4649539	SHARPER IMAGE
Registration Number:	4440851	SHARPER IMAGE
Registration Number:	4426564	SHARPER IMAGE
Registration Number:	4511952	SHARPER IMAGE
Registration Number:	4683726	SHARPER IMAGE
Registration Number:	4805496	SHARPER IMAGE
Registration Number:	4092052	SHARPER LIVING
Registration Number:	2928740	SHARPERIMAGE.COM
Serial Number:	86598708	SHARPER IMAGE
Serial Number:	86790352	SHARPER IMAGE

CH \$765.00 1862537

Property Type	Number	Word Mark
Registration Number:	3074460	SHARPERIMAGE.COM
Registration Number:	1619646	SOUND SOOTHER
Registration Number:	2794855	SOUND SOOTHER
Registration Number:	1171695	THE SHARPER IMAGE
Registration Number:	1498543	THE SHARPER IMAGE
Registration Number:	1489485	THE SHARPER IMAGE
Registration Number:	1646417	THE SHARPER IMAGE
Registration Number:	1645994	THE SHARPER IMAGE
Registration Number:	3886596	THE SHARPER IMAGE
Registration Number:	3854174	THE SHARPER IMAGE
Registration Number:	3588871	THE SHARPER IMAGE
Registration Number:	3130633	THE SHARPER IMAGE
Registration Number:	3950166	THE SHARPER IMAGE
Registration Number:	2072379	TRAVEL COMPANION
Registration Number:	2360586	TURBO-GROOMER

CORRESPONDENCE DATA

Fax Number: 8183324205

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.

Phone: (818) 654-8841

Email: Trademarks@avynolaw.com

Correspondent Name: Jennifer H. Hamilton

Address Line 1: Avyno Law P.C.

Address Line 2: 6345 Balboa Blvd., Bldg. I, Suite 208

Address Line 4: Encino, CALIFORNIA 91316

NAME OF SUBMITTER: Jennifer H. Hamilton

SIGNATURE: /Jennifer H. Hamilton/

DATE SIGNED: 06/27/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of December 30, 2016, is entered into by and between the parties identified as assignors on the signature pages hereof (each, an "Assignor," and collectively, the "Assignors"), and 360 Holdings II-A LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors are the owners of those certain trademarks and trademark applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 23, 2016 (the "Purchase Agreement"), between Sellers (as defined therein) and Assignee, Sellers have agreed to sell to Assignee, and Assignee has agreed to purchase from Sellers, certain assets including the Assigned Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Each applicable Assignor (as identified on Schedule A) hereby sells, transfers and assigns to Assignee, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), including all goodwill associated therewith and symbolized thereby, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to such Assigned Trademarks.

3. Recordation. Each Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment.

4. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.


5. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Sellers or Assignee as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNORS:


ICON NY HOLDINGS LLC

By: 
Name: Jason Schaefer
Title: Vice President

SHARPER IMAGE HOLDINGS LLC

By: 
Name: Jason Schaefer
Title: Vice President and Secretary


ICONIX LATIN AMERICA LLC

By: 
Name: Jason Schaefer
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNEE:

360 Holdings II-A LLC

By: _____

Name: Adam Gromfin

Title: Vice President

SCHEDULE A

Mark	Reg. No.	Owner
SHARPER LIVING	4092052	Icon NY Holdings LLC
THE SHARPER IMAGE	3588871	Icon NY Holdings LLC
THE SHARPER IMAGE	3950166	Icon NY Holdings LLC
THE SHARPER IMAGE	3130633	Icon NY Holdings LLC
THE SHARPER IMAGE	1489485	Icon NY Holdings LLC
THE SHARPER IMAGE	3854174	Icon NY Holdings LLC
THE SHARPER IMAGE	1171695	Icon NY Holdings LLC
THE SHARPER IMAGE	1645994	Icon NY Holdings LLC
THE SHARPER IMAGE	1498543	Icon NY Holdings LLC
THE SHARPER IMAGE	1646417	Icon NY Holdings LLC
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