

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROC Partners LLC		05/22/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Global Lifestyle, Inc.		
Street Address:	316 Main Street, Suite A-3		
City:	Edmonds		
State/Country:	WASHINGTON		
Postal Code:	98020		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5196061	ROC LIVE LIFE LOUD	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	125109-4000		
NAME OF SUBMITTER:	James L. Vana		
SIGNATURE:	/James L. Vana/		
DATE SIGNED:	06/30/2017		
Total Attachments: 4			
source=Trademark Assignment Agreement dated as of 2017.05.03#page1.tif			
source=Trademark Assignment Agreement dated as of 2017.05.03#page2.tif			
source=Trademark Assignment Agreement dated as of 2017.05.03#page3.tif			
source=Trademark Assignment Agreement dated as of 2017.05.03#page4.tif			

OP \$40.00 5196061

JS
May 22

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*") is made and entered into on ~~April~~ ^{May} 22, 2017 ("*Effective Date*"), by and between Global Lifestyle, Inc., a Delaware corporation ("*Buyer*"), and ROC Partners LLC, a California limited liability company ("*Seller*"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof by and among Buyer, Seller and the Members and Managers party thereto (the "*Purchase Agreement*"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement Buyer and Seller agree as follows:

1. **Definitions.** In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"*Trademarks*" means any trademark, trade name, service mark, tagline, slogan, logo, logotype, design, image, graphic, artwork, word, trade dress, character, name, any identifiers of any of the foregoing, and any other indicia of source or origin, in each case that is part of the Seller-Owned IP, whether registered or unregistered, including, without limitation, those listed on the attached *Exhibit A*.

2. **Trademark Assignment.** As of the Effective Date, Seller hereby perpetually, irrevocably and unconditionally assigns, transfers and contributes to Buyer all of its right, title and interest in and to the Trademarks, including all intellectual property rights in the Trademarks, whether such rights are registered or not, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Trademarks.

3. **Covenant.** Seller shall not use, apply for, or register, or cause or assist any third party to use, apply for, or register, any trademark, service mark, design mark, or any other indicia of source origin that is confusingly similar to any of the Trademarks anywhere in the world.

4. **Additional Actions.** At any time after the date of this Assignment, at Buyer's reasonable request and sole expense, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

5. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

6. **Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Exhibits constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be made and executed by duly authorized officers.

BUYER:

GLOBAL LIFESTYLE, INC.

By: 
Name: Jim Siegrist
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

135011885.1

TRADEMARK
REEL: 006096 FRAME: 0187

IN WITNESS WHEREOF, the parties have caused this Assignment to be made and executed by duly authorized officers.

SELLER:

ROC PARTNERS LLC

By: 
Name: Tim Staples
Title: Manager

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

135011665.1

TRADEMARK
REEL: 006096 FRAME: 0188

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT**

Trademarks (as defined in this Agreement) include without limitation:

1. ROC LIVE LIFE LOUD - USPTO Trademark Application Serial No. 86549143
2. ROC LIVE LIFE LOUD (stylized) - USPTO Trademark Application Serial No. 86549167

135011665 1