

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435438

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|---|--|--------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Republic of Frends, Inc. | | 07/10/2017 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | FH International Licenses B.V. | | |
| Street Address: | Eemnesserweg 98 | | |
| City: | Baarn | | |
| State/Country: | NETHERLANDS | | |
| Postal Code: | 3741GC | | |
| Entity Type: | Limited Liability Company: NETHERLANDS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4158649 | THERE'S NO "I" IN FREnds | |
| Registration Number: | 4376743 | FREnds | |
| Registration Number: | 4210376 | REPUBLIC OF FREnds | |
| Registration Number: | 3923544 | FREnds | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 654980180 | | |
| Email: | linneke@ndi.nl | | |
| Correspondent Name: | Nicholas van Lanschot | | |
| Address Line 1: | Nieuwe Bussummerweg 161 | | |
| Address Line 2: | Nieuwe Bussummerweg 161 | | |
| Address Line 4: | Huizen, NETHERLANDS 1272CH | | |
| NAME OF SUBMITTER: | Nicholas van Lanschot | | |
| SIGNATURE: | /Nicholas van Lanschot/ | | |
| DATE SIGNED: | 07/18/2017 | | |
| Total Attachments: 2 | | | |
| source=Assignment document FREnds Trademarks#page1.tif | | | |
| source=Assignment document FREnds Trademarks#page2.tif | | | |

OP \$115.00 4158649

BILL OF SALE

(Personal Property)

The undersigned, **EQUITABLE TRANSITIONS, INC., ASSIGNEE FOR THE BENEFIT OF THE CREDITOR OF REPUBLIC OF FREEDS, INC.**, for valuable consideration received \$220,000 the receipt of which is hereby acknowledged does hereby sell to FH International Licenses BV, ("Buyer") all personal property (Exhibit 1) including and without limitation general intangibles and choses in action (including any claims which the Assignor may have against any person or entity.)

Said sale is without representations or warranties of any kind, express or implied, including, without limitation, representations of merchantability and/or fitness for any particular purpose.

Buyer is responsible for the payment of, and shall pay as and when due, any and all sales - related taxes arising out of this transaction which is subject of this bill of sale.

Dated: July 10, 2017

EQUITABLE TRANSITIONS, INC, Assignee for the Benefit of the Creditors of Republic of Freed, Inc.

By _____

David R. Haberbusch, CEO

Exhibit "1"

- All worldwide FRIENDS intellectual property; including, but not limited to:
 - Trademark registrations in all countries and jurisdictions;
 - Copyrights in all countries and jurisdictions including but not limited to logos and word-marks.
 - Patents and patents pending in all countries and jurisdictions;
 - Designs & drawings of all FRIENDS product; including but not limited to:
 - product, model and lifestyle imagery for existing product and product that has not yet been produced;
 - product renderings for existing product and product that has not yet been produced;
- Moulds and tooling of all the FRIENDS product
- Current inventory of product produced from and after 2015, including but not limited to the older End Of Life (EOL) inventory and FRIENDS first generation Women product;
- All promotional materials;
- All raw materials for product manufacturing;
- All work-in-progress product;
- Complete ownership and exclusive access (usernames & passwords) to global and all regional FRIENDS websites, instagram, Facebook, twitter, snapchat, and pinterest accounts.;
- Global databases of all FRIENDS existing consumers, retailers, agents and distributors;
- Copies of all third-party contracts and agreements, including but not limited to:
 - Worldwide distribution agreements;
 - Agreements with Innovation and The Dot