

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hardcandy Cases, LLC		08/24/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Gum Drop Cases, LLC		
Street Address:	2121 N. California Blvd. 275		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77917147	HARD CANDY CASES	
Registration Number:	4016801	GUMDROP	
CORRESPONDENCE DATA			
Fax Number:	2024202201		
<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:	202-420-2200		
Email:	JWEngland@BlankRome.com		
Correspondent Name:	Blank Rome LLP		
Address Line 1:	1825 Eye Street, NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	200729-00049		
NAME OF SUBMITTER:	Jonathan W.S. England		
SIGNATURE:	/JWSE/		
DATE SIGNED:	09/07/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "IP Assignment") is made as of August 25, 2017 (the "Closing Date"), by Hardcandy Cases, LLC, a California limited liability company ("Seller") located at 20 Highland Court, Danville, CA 94526, in favor of Gum Drop Cases, LLC, a California limited liability company ("Company") located at 2121 N California Blvd 275, Walnut Creek CA 94596.

WHEREAS, this IP Assignment is delivered pursuant to Section 2.5 of the Member Interest Purchase Agreement (the "Agreement") dated as of August 25, 2017 by and among Pioneer Square Brands, Inc., the Company, Seller, Tim Hickman as the Seller Representative and the several members of the Seller. Capitalized terms used but not defined in this IP Assignment shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Agreement, and pursuant to the terms of the Agreement, Seller hereby sells, assigns, conveys, contributes, transfers and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to all Intellectual Property used by the Company or held by Seller for use by the Company and owned in part or in full by the Seller (the "Transferred Intellectual Property"), in the United States and all countries throughout the world, including but not limited to the trademarks and trademark registrations set forth on the Schedule hereof, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, any and all rights of recovery based on past and future infringement of the Transferred Intellectual Property and the goodwill symbolized by the trademarks included in the Transferred Intellectual Property, free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever. For the avoidance of doubt, Transferred Intellectual Property shall not include any Intellectual Property held by Seller exclusively associated with, arising from or related to headphones and headphone accessories, including but not limited to, the trademark "FANNY WANG" US Series No. 85/200828 registered 10/4/2011.

This Assignment shall be governed by the laws of the State of Delaware applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

[Remainder of page left blank; signature page follows]

ACKNOWLEDGMENT

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 Contra Costa

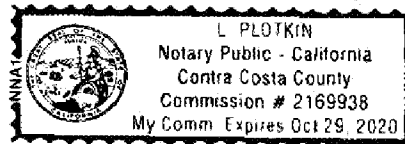
On Aug. 24, 2017 before me, L. Plotkin - Notary Public
(insert name and title of the officer)

personally appeared Tim Hickman
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 L. Plotkin (Seal)



[Signature Page to IP Assignment Agreement]

SCHEDULE TO INTELLECTUAL PROPERTY ASSIGNMENT

Trademark Registrations:

<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>
HARD CANDY CASES	US	77/917147	1/21/2010
GUMDROP	US	4016801 / 85/035829	8/23/2011 / 5/11/2010

Unregistered Marks:

<u>Trademark</u>

GUMDROP (stylized)
DropTech

GUMDROP CASES
HIDEAWAY
BOUNCE SKIN
FoamTech
SoftShell
GUMDROP CASES ARE BEST IN CLASS.
GUMDROP A TRUSTED PARTNER FOR GOVERNMENT SERVICES.
THE GUMDROP DIFFERENCE.
OUR BUSINESS IS TO PROTECT YOURS.