

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM446212

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900420327		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairhaven Group, Inc.		08/22/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Pioneer Square Brands, Inc.		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2017080	BRENTHAVEN	
Registration Number:	3509799	ZERO IMPACT	
Registration Number:	2087641	BRENTHAVEN	
Registration Number:	3257730	V	
Registration Number:	4401346	BROADMORE	
Registration Number:	4401345	BX2	
Registration Number:	4076144	CARRYING TECHNOLOGY FORWARD	
Registration Number:	2519401	SOFTDRIVE	
Serial Number:	87538232	BRENTHAVEN	
Serial Number:	74566546	BRENTLEY	
Serial Number:	77327984	CUSTOMIZE YOUR CASE	
Serial Number:	77514948	X-RAY FRIENDLY	
Serial Number:	77648408	BRENTHAVEN SWITCH MB	
Serial Number:	78574043	CORE PROTECTION SYSTEM	
Serial Number:	78574152	CORE	
Serial Number:	85659452	COLLINS	
Serial Number:	85940602	SPEED ZIP	

CORRESPONDENCE DATA**Fax Number:** 2024202201

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: 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
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NAME OF SUBMITTER:	Jonathan W. England
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SIGNATURE:	/JWE/
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DATE SIGNED:	10/06/2017
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made as of this 25th day of August, 2017, by and between Fairhaven Group, Inc., a Washington corporation ("Assignor") and Pioneer Square Brands, Inc., a Delaware corporation, having an address at 1521 Westbranch Drive, Suite 200, McLean, VA 22102 ("Assignee").

This Assignment is made pursuant to that certain Asset Acquisition Agreement dated as of August 25, 2017, by and between Assignor and Assignee, concerning the sale and purchase of substantially all of the assets of the Seller. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Asset Acquisition 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 Asset Acquisition Agreement, and pursuant to the terms of the Asset Acquisition Agreement, Assignor 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 the Seller Intellectual Property, in the United States and all countries throughout the world, including but not limited to the trademark registrations, domain names, patents and patent applications set forth on the Schedule hereof, together with all inventions described therein and all prior patent applications filed thereon and all non-provisional applications for patent that are converted from or claim priority to said applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all patents in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations, other rights from administrative proceedings and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, and all revisions thereof, 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 Seller Intellectual Property and the goodwill symbolized by the trademarks included in the Seller Intellectual Property, free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever.

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 pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 22 day of August, 2017.

ASSIGNOR:

Fairhaven Group, Inc.,
a Washington corporation

By: 

Name: Scott Armstrong

Title: CEO

STATE OF WA)
COUNTY OF King) ss:

On this 22 day of August, 2017, personally before me came Fredrick Scott Armstrong known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)


Notary Public
State of Washington
Qi Mei Hu
Commission Expires 03-10-18


Notary Public

[Signature Page to IP Assignment Agreement]

ASSIGNEE:

Pioneer Square Brands, Inc.,
a Delaware corporation

By: 
Name: Kyle Largent
Title: Officer


[Signature Page to IP Assignment Agreement]

SCHEDULE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Trademarks and Trademark Registrations and Applications

Title	Country or State	App. Serial Number	Filing Date	Reg. Number	Registration Date
MOUNTAIN Design	US			TMK 07-00965	
CARRYING TECHNOLOGY FORWARD	EM	85180336	11/18/2010	4076144	12/27/2011
CARRYING TECHNOLOGY FORWARD	WP	A0024059	4/6/2011	1079185	4/6/2011
BRENTHAVEN	US	74/680570	5/26/1995	2017080	11/19/1996
ZERO IMPACT	US	77/322302	11/6/2007	3509799	9/30/2008
BRENTHAVEN	US	75/155638	8/26/1996	2087641	8/12/1997
MOUNTAIN VIEW (and Design)	US	78/597472	3/29/2005	3257730	7/3/2007
BRENTHAVEN	JP	07/116575	11/9/1995	4038370	8/1/1997
BRENTHAVEN	EM	1949783	11/3/2000	1949783	12/20/2001
ZERO IMPACT	GB	2483105	3/25/2008	2483105	10/10/2008
BROADMORE	US	85/659462	6/22/2012	4401346	9/10/2013
BX2	US	85/659434	6/22/2012	4401345	9/10/2013
BRENTHAVEN	US	87/538232	7/21/2017		
CARRYING TECHNOLOGY FORWARD	US	85/180336	11/18/2010	4076144	12/27/2011
BRENTLY	US	74/566546	8/29/1994		
CUSTOMIZE YOUR CASE	US	77/327984	11/13/2007		
X-RAY FRIENDLY	US	77/514948	7/3/2008		
BRENTHAVEN SWITCH MB	US	77/648408	1/13/2009		
CORE PROTECTION SYSTEM	US	78/574043	2/24/2005		
CORE (and Design)	US	78/574152	2/24/2005		
COLLINS	US	85/659452	6/22/2012		
SPEED ZIP	US	85/940602	5/23/2013		
SOFTDRIVE	US	75/929253	2/28/2000	2519401	12/18/2001
BRENTLY	JP	07-019320	2/28/1995	4027702	7/11/1997

SOFTDRIVE	EM	001862887	8/29/2000	001862887	11/7/2001
SOFTDRIVE	JP	2000-087748	8/8/2000		7/6/2001
ZERO IMPACT	Germany	302008026743.70	4/23/2008	302008026743	7/14/2008

 BRENTHAVEN & design
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BX ²

Domain Names

www.brenthaven.com
www.brenthaven.co.uk

Corporate Name and Tradename

Fairhaven Group, Inc. – Registered with Washington Secretary of State
 Brenthaven – Registered with the Washington Business Licensing Service

Patents and Patent Applications

<u>Title</u>	<u>Country</u>	<u>Patent/ Application Number</u>	<u>Issue Date/ Appl. Date</u>
Shock-Absorbing Wheel Assemblies for Luggage Bag	US	10/271872	10/15/2002
Multi-Mode Protective Device for Portable Video Players	US	11/880364	7/19/2007
Multi-Mode Protective Device for Portable Video Players	US	13/074395	3/29/2011
Computer Tote	US	13/473293	5/16/2012
Side Rain Flaps for Shoulder Bags	US	13/722859	12/20/2012

<u>Title</u>	<u>Country</u>	<u>Patent/ Application Number</u>	<u>Issue Date/ Appl. Date</u>
Bottle Pocket	US	13/722861	12/20/2012
Portable Electronic Device Case	US	14/883631	10/15/2015
Mobile Device Holder	US	D719951 / 29/448304	12/23/2014 / 3/11/2013
Shock-Absorbing Wheel Assemblies for Luggage Bag	US	6769701 / 10/694670	8/3/2004 / 10/27/2003
Carrying Systems and Methods for Delicate Items	US	7549535 / 11/500812	6/23/2009 / 8/8/2006
Carrying Bag System and Methods With Reversible Flap	US	8220510 / 12/356133	7/17/2012 / 1/20/2009
Portable Electronic Device Case	US	9427057 / 14/599742	8/30/2016 / 1/19/2015
Shock-Absorbing Wheel Assemblies for Luggage Bag	PCT	PCT/US00/ 42476	12/1/2000
Shock-Absorbing Wheel Assemblies for Luggage Bag	US	09/545251	4/7/2000
Shock-Absorbing Wheel Assemblies for Luggage Bag	US	60/168838	12/3/1999
Carrying Systems and Methods for Delicate Items	US	60/708304	8/9/2005
Multi-mode Protective Device for Portable Video Players	US	60/832103	7/20/2006
Carrying Bag Systems and Methods With Reversible Flap	US	61/101181	9/30/2008
Computer Tote	US	61/503944	7/1/2011
Side Hydro Flaps	US	61/586416	1/13/2012
Bottle Pocket	US	61/586422	1/13/2012
Laptop Cover System	US	61/748384	1/2/2013
Cover and Stand for Electronic Device	US	61/935778	
Portable Electronic Device Case	US	15/647521	7/12//2017
Portable Electronic Device Case	US	15/647808	7/12/2017
Portable Electronic Device	US	29/542528	10/15/2015

<u>Title</u>	<u>Country</u>	<u>Patent/ Application Number</u>	<u>Issue Date/ Appl. Date</u>
Case			
Tablet Case	US	29/553452	2/1/2016
Keyboard Case	US	29/553453	2/1/2016
Portable Device Corners	US	29/555317	2/19/2016
Portable Device With Corners	US	29/555783	2/24/2016
Tablet Case With Stowable Member	US	29/562798	4/28/2016
Keyboard Case With Extension	US	29/562799	4/28/2016
Device Case (BX2 iPad Air2)	US	29/584879	11/17/2016
Device Case (Edge for MB Air)	US	29/587161	12/9/2016
Device Case – Tred Sleeve 2016	US	29/588415	12/20/2016
Device Case Grip – Tred Secure Grip 2016	US	29/588416	12/20/2016
Device Case – Aero 2016	US	29/588765	12/22/2016
Device Case	US	29/607406	6/13/2017
Device Case	US	29/607745	6/15/2017
Device Case	US	29/610390	7/12/2017
Device Case	US	29/610393	7/12/2017
Device Case	US	29/610415	7/12/2017
Device Case	US	29/610434	7/12/2017