

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450304




SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chubbies, Inc.		10/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rubber Duckie Designs, LLC		
Street Address:	96-1354 Waihona Street		
City:	Pearl City		
State/Country:	HAWAII		
Postal Code:	96782		
Entity Type:	Limited Liability Company: HAWAII		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4482876	CHUBBIES	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	6509888500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Paul Famiglietti		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
NAME OF SUBMITTER:	Paul J. Famiglietti		
SIGNATURE:	/Paul J. Famiglietti/		
DATE SIGNED:	11/09/2017		
Total Attachments: 3			
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AGREEMENT

This Trademark Agreement ("Agreement"), effective as of the date on which this Agreement has been executed by both parties (the "Effective Date"), is made by and between Chubbies, Inc., a Delaware corporation, with a principal place of business at 430 Pacific Road, San Francisco, CA 94133 ("Chubbies"), and Rubber Duckie Designs, LLC, a Hawaii Limited Liability Company with a principal place of business at 96-1354 Waihona Street, Pearl City, Hawaii 96782 ("RDD"), (collectively, the "Parties" and individually, a "Party").

RECITALS

- RDD sells CHUBBIES branded surf fins and clothing and owns a registration for  (U.S. Reg. No. 3,957,678) for "surf fins."
- Chubbies markets and sells apparel under the CHUBBIES brand and owns registrations for CHUBBIES, , and CHUBBIES SHORTS for various apparel items ("Chubbies' Marks").
- Chubbies owns a registration for  (U.S. Reg. No. 4,482,876) for "surf wear" ("the Mark") that it acquired from RDD in September 2013.
- Chubbies wishes to assign to RDD, and RDD wishes to obtain from Chubbies, the Mark, subject to the conditions stated herein.

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Chubbies agrees to assign, and RDD agrees to acquire, the Mark, by executing the Assignment attached as Exhibit A.
2. The Parties agree that Chubbies shall retain the right to use Chubbies' Marks in connection with its business, and RDD shall obtain the right to use the Mark in connection with "surf wear." RDD agrees that it will not use any of Chubbies' marks, alone or with other words or elements regardless of punctuation, stylization or design, in connection with apparel items besides "surf wear." Further, RDD will not challenge Chubbies' ownership of any applications to register or registrations of Chubbies' Marks.
3. In consideration of the foregoing, Chubbies shall, upon execution of this Agreement, pay to RDD, the amount of five hundred and fifteen U.S. dollars (\$15) a month, no later than the tenth business day of each month, with the amount of the payment being adjusted annually for inflation on October 1st of each year. Chubbies shall continue to make this payment for as long as RDD owns the Mark and RDD continues to operate its business.
4. The Parties are not aware of any existing confusion and do not believe confusion is likely to arise from Chubbies' use of Chubbies' Marks and RDD's use of the Mark for "surf wear." Further, the Parties agree that this Agreement does not limit either Party's future expansion into goods and services not covered by this Agreement, and the Parties reserve their rights to do so. In the unlikely event that confusion should arise, the Parties will take reasonable and adequate action to (a) notify each other of

any incidence of actual confusion of which they become aware, (b) correct such confusion, and (c) prevent future confusion.

5. This Agreement is governed by and construed under the laws of the United States and the State of California, without reference to its conflicts of law provisions.
6. This Agreement, including the Parties' respective rights and reservations herein, shall inure to the benefit of and is binding upon the respective Parties, their subsidiaries, divisions, officers, directors, agents, licensees, as well as their respective successors and assigns, and all those acting in concert or participation with them or under their direction or control.
7. This Agreement constitutes the entire agreement between the Parties with respect to this subject matter and supersedes any and all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF AND INTENDING TO BE BOUND, the Parties hereby duly execute this Agreement.

CHUBBIES, INC.

By: 

Name: Kyle G. Hency

Title: Principal/Founder

Date: 10/8/17

RUBBER DUCKIE DESIGNS, LLC

By: 

Name: Derek R. Leek

Title: Engineer

Date: 10/8/17

TRADEMARK ASSIGNMENT

WHEREAS, Chubbies, Inc., a Delaware corporation based in San Francisco ("Assignor"), is the owner of record of the following trademark before the United States Patent and Trademark Office:

Mark	Registration No.	Registration Date
CHUBBIES	4,482,876	May 10, 2011

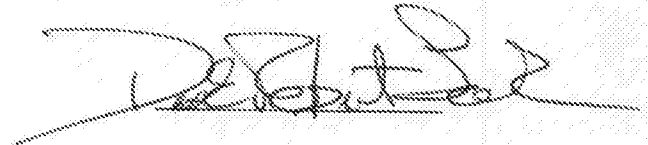
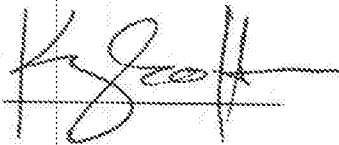
WHEREAS, Assignor desires to transfer its rights and goodwill in and to the trademark to Rubber Duckie Designs, LLC, a Hawaii Limited Liability Company based in Honolulu ("Assignee"),

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns to Assignee, all right, including common law rights, title and interest in the United States of America and all other countries and jurisdictions of the world in and to the trademark together with associated goodwill symbolized by said trademark, and associated registration.

This Trademark Assignment is effective as of October 8th, 2017.

CHUBBIES, INC.

RUBBER DUCKIE DESIGNS, LLC



Name: Kyle G. Hency

Name: Derek R. Leek

Title: Principal/Founder

Title: Engineer

Date: 10/8/17

Date: 10/8/17