

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pure Disribution LLC		01/18/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Select Holding Corp.		
Street Address:	1763 Placentia Ave.		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92627		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1615846	TRACKER	
Registration Number:	4066078	ORION	
CORRESPONDENCE DATA			
Fax Number:	9498256141		
<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:	949-825-6140		
Email:	wbuus@schifferbuus.com		
Correspondent Name:	William L. Buus		
Address Line 1:	959 South Coast Drive		
Address Line 2:	Suite 385		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	William L. Buus		
SIGNATURE:	/William L. Buus/		
DATE SIGNED:	01/22/2018		
Total Attachments: 2			
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OP \$65.00 1615846

ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (“Assignment”) is made and entered into as of January 10, 2018 (the “Effective Date”), by and between Pure Distribution, LLC, a California limited liability company (“Assignor”), and Select Holding Corp., a California corporation (“Assignee”).

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated January 10, 2018 (the “Agreement”), pursuant to which Assignor is selling to Assignee the Assets more particularly described in the Agreement. Unless otherwise defined in this Assignment, capitalized terms shall have the meanings given to them in the Agreement.

B. Assignor is the owner of certain intangible property rights, including the trade names, logos, copyrights, service marks, and trademarks, and all goodwill associated therewith, specifically listed on Exhibit “A-2,” attached to this Assignment and incorporated herein by this reference (the “Intangible Property”). Such intangible property rights include, but are not limited to, the “Tracker” mark, registered with the United States Patent and Trademark Office, Registration No. 1615846; and the “Orion” mark, registered with the United States Patent and Trademark Office, Registration No. 4066078.

C. Pursuant to the terms of the Agreement, Assignor desires to assign Assignor’s right, title, and interest in the Intangible Property to Assignee, and Assignee desires to accept the assignment of that Intangible Property.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

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1. **Assignment of Intangible Property.** Assignor assigns and transfers to Assignee all of its right, title, and interest in and to the Intangible Property, and all goodwill associated therewith, as of the Effective Date, subject to, in the case of any Intangible Property that requires consent to assignment, the receipt of the required consent. Assignor and Assignee agree to equally split any costs, fees and/or expenses incurred to effectuate the transfer of the Intangible Property, including but not limited to fees paid to the United States Patent and Trademark Office to effectuate the terms of this assignment and any expenses incurred in transferring ownership of any URLs and/or websites.

2. **Acceptance of Assignment and Obligations.** Assignee agrees to and accepts the assignment of the Intangible Property.

3. **Successors and Assigns.** This Assignment shall inure to the benefit of, and be binding on, successors and assigns of the parties.

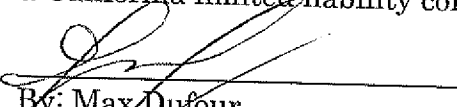
4. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

Dated:

1/18/18

Pure Distribution, LLC,
a California limited liability company


By: Max Dufour
Sole Managing Member

Dated:

1/18/18

Select Holding, Inc.,
a California corporation


By: Brad Dorfman
President