

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coastal Brands, Inc.		02/12/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	BIAC Inc.		
Street Address:	50 Woodside Plaza		
Internal Address:	Suite 111		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94061		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2292633	MAINE COTTAGE	
Registration Number:	2648366	MAINE COTTAGE	
Registration Number:	3086267	MAINE COTTAGE	
Registration Number:	3091068	MAINE COTTAGE	
Registration Number:	3219691	MAINE COTTAGE	
Registration Number:	3579485	MAINE COTTAGE	
Registration Number:	3726150	MAINE COTTAGE	
Serial Number:	87682615	MAINE COTTAGE	
CORRESPONDENCE DATA			
Fax Number:	8132270498		
<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:	813-227-7401		
Email:	mmason@trenam.com		
Correspondent Name:	Monica B. Mason, Esq./Trenam Law		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Monica B. Mason, Esq.		

CH \$215.00 2292633

SIGNATURE:	/monica b. mason/
DATE SIGNED:	03/09/2018
Total Attachments: 6 source=Intellectual Property Assignment Agreement#page1.tif source=Intellectual Property Assignment Agreement#page2.tif source=Intellectual Property Assignment Agreement#page3.tif source=Intellectual Property Assignment Agreement#page4.tif source=Intellectual Property Assignment Agreement#page5.tif source=Intellectual Property Assignment Agreement#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment"), dated as of February ¹², 2018, is made by **COASTAL BRANDS, INC.** ("Seller"), a Washington corporation, in favor of **BIAC INC.** ("Buyer"), a Delaware corporation and purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer and Seller, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations, applications for registration and exclusive copyright licenses set forth on **Schedule 2** hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page to follow]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

COASTAL BRANDS, INC., a Washington corporation

By: 

Name: John T. Baker

Title: President

AGREED TO AND ACCEPTED:

BUYER:

BIAC INC., a Delaware corporation

By: _____

Name: Caroline Tuan

Title: Chief Operating Officer

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006288 FRAME: 0786

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

COASTAL BRANDS, INC., a Washington corporation

By: _____
Name: John T. Baker
Title: President

AGREED TO AND ACCEPTED:

BUYER:

BIAC INC., a Delaware corporation

By:  _____
Name: Caroline Tuan
Title: Chief Operating Officer

[Signature page to Intellectual Property Assignment Agreement]

**TRADEMARK
REEL: 006288 FRAME: 0787**

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations and Applications

Mark	Registration/Application Number
Maine Cottage design	2,292,633
Maine Cottage design	2,648,366
Maine Cottage	3,086,267
Maine Cottage	3,091,068
Maine Cottage	3,219,691
Maine Cottage	3,579,485
Maine Cottage	3,726,150
Maine Cottage	87/682,615

SCHEDULE 2

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

PATTERNS DESIGNED BY ANITA DORE AND NELLIE EDWARDS FOR MAINE COTTAGE

	Pattern Name	Date of First Publication or Year of Completion	Effective Date Of Registration	Registration Number
1	Branchberry	June 16, 2005	May 19, 2010	VA 1-721-504
2	Taffy	September 29, 2005	May 18, 2010	VA 1-721-456
3	Gumball	October 7, 2005	May 19, 2010	VA 1-721-456
4	Fern Leibowitz	September 8, 2005	July 1, 2008	VA 1-676-012
5	Really Rosie	September 8, 2005	July 2, 2008	VA 1-676-027
6	Leaflette	November 27, 2005	July 1, 2008	VA 1-676-014
7	Wallflower	November 27, 2005	July 1, 2008	VA 1-676-028
8	Rambler	November 27, 2005	July 1, 2008	VA 10675-972
9	Dilly	January 8, 2007	July 1, 2008	VA 1-676-018
10	Just Dandy	January 8, 2007	July 1, 2008	VA 1-676-015
11	Shelly	February 7, 2007	July 1, 2008	VA 1-676-024
12	Jubilee	2007	May 2, 2008	VAu 969-957
13	Sea Busclut	2007	May 2, 2008	VAu 969-958
14	Grand Mum	2007	July 1, 2008	VAu 1-002-154
15	Summer Bloom	8-Sep-05	July 1, 2008	VA 1-676-021
16	Mayflower	2007	April 28, 2008	VAu 975-880
17	Carmen Veranda	2007	April 28, 2008	VAu 975-879
18	Swirlies	2007	May 2, 2008	VAu 969-944
19	Tweet Suite	2007	May 2, 2008	VAu 969-956
20	Anns Labyrinth	2007	May 2, 2008	Vau 969-954
21	Cobblestones by Nellie Edward	2005		
22	Lotsa Dots by Nellie Edward	2005		
23	Stripe Tease by Nellie Edward	2005		
24	Gimme-A-Ring	2011		
25	Lucky Leaf	2011		
26	Pinch Me*	NEW		
27	Roe Boat*	NEW		
28	Sea Suzani*	NEW		
29	Cast-A-Net*	NEW		
30	Shell Game*	NEW		
31	Clamsake*	NEW		

These patterns have not
been filed for registration,
but are in use.

These patterns have
been designed but have
not been introduced into
the market or filed for registration.

Maine Cottage has been granted full copyright of the New Seaside Designs Collection created by Anita Dore for fabrics and other uses as detailed above so long as fabric selvedge reads: Pattern designed exclusively for Maine Cottage by Anita Dore, ©Maine Cottage 2016.

[IP Assignment - Schedule 2]