

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surfstitch USA, Inc.		04/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Surfstitch Pty Limited		
Street Address:	225 Burleigh Connection Road		
City:	Burleigh Heads		
State/Country:	AUSTRALIA		
Postal Code:	QLD 4220		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3112259	SWELL	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<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:	212-813-5900		
Email:	assignments@fzlj.com		
Correspondent Name:	SUSAN UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	4 TIMES SQUARE, 17TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	SPTY1807122		
NAME OF SUBMITTER:	Susan Upton Douglass		
SIGNATURE:	/sud/		
DATE SIGNED:	06/26/2018		
Total Attachments: 10			
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Trade mark assignment

Dated

Surfstitch USA, Inc ("Assignor")

Surfstitch Pty Limited ACN 141 251 443 ("Assignee")

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Trade mark assignment

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Details

Parties	Assignor and Assignee	
Assignor	Name	Surfstitch USA, Inc
	ABN/ACN/ARBN	N/A
	Address	121 Waterworks Way Suite 121, Irvine, CA 92618
	Telephone	+61 404 846 424
	Attention	Lex Pedersen, Chief Executive Officer, 121 Waterworks Way Suite 121, Irvine, CA 92618
Assignee	Name	Surfstitch Pty Limited
	ACN	141 251 443
	Address	225 Burleigh Connection Road Burleigh Heads QLD 4220
	Telephone	(07) 5507 0933
	Attention	Felicity Veivers
Recitals	A	The Assignor is the owner of the Trade Marks in respect of the Goods and Services.
	B	The Assignor agrees to assign the Trade Marks to the Assignee on the terms of this deed.
Governing law	New South Wales	
Date of deed	See signing page	

Trade mark assignment

General terms

1 Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Effective Date means the date on which this deed is executed by both parties.

Goods means the goods in respect of which the Trade Marks are registered, as detailed in the schedule.

Services means the services in respect of which the Trade Marks are registered, as detailed in the schedule.

Trade Marks means the registered trade marks set out in the schedule.

2 Assignment

2.1 Assignment of Trade Marks

The Assignor, as legal and beneficial owner, assigns to the Assignee all its right, title and interest (including goodwill) in and to:

- (a) the Trade Marks in relation to the Goods and Services, in the jurisdiction specified in the schedule; and
- (b) all current and future copyright rights, and rights in the nature of copyright, throughout the world in the Trade Marks,

including all accrued rights of action involving the Trade Marks and any copyright rights, with effect from the Effective Date.

3 Further assurances

Each party agrees, at its own expense, to do anything reasonably requested by the other party (such as signing and producing documents) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

4 Consideration

The Assignee agrees to pay the Assignor one Australian dollar for the rights assigned in clause 2 ("Assignment") on signing of this deed.

5 Governing law

This deed is governed by the law in force in the place specified in the section of this deed headed "Details". Each party submits to the non-exclusive jurisdiction of the courts of that place.

6 Counterparts


This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document.


EXECUTED as a deed

Trade mark assignment


Schedule

Registered trade marks

Trade Mark	Trade Mark No.	Class	Jurisdiction	Status
	1334142	<p>Class 25: Clothing, including shirts, T-shirts, polo shirts, singlets, blouses, tops, sweaters, cardigans, jackets, pullovers, coats, jumpers, knitwear, parkers, bodysuits, dresses, skirts, sarongs, trousers, pants, denim clothing, jeans, overalls, shorts, board shorts, sportswear, surfwear, skateboarding wear, skiwear, swimwear, exercise wear, tracksuits, tracksuit tops, tracksuit trousers, sweat bands, beachwear, snowwear, suits including snowsuits, casual wear, outerwear, underwear, underclothing, lingerie, sleepwear, pyjamas, bathrobes, thermal clothing, water proof clothing, raincoats, weather resistant outer clothing, belts, wristbands, armbands, headbands, bandanas, legwarmers, gloves, sports gloves in this class, mittens, scarves, shawls, neckties, socks, decorative straps, money belts; headgear including hats, caps, beanies, visors, swimming caps, berets, sunshades; footwear including shoes, footwear for sports, boots, sandals, thongs, slippers, ski boots, beach shoes; wetsuits including wetsuit vests, wetsuit boots, wetsuit gloves, wetsuit hoods, wetsuit shorts and wetsuit tops (all not for divers), wetsuit accessories in this class; rash guards including rash shirts and rash vests</p> <p>Class 35: Retailing services, including on-line retailing, relating to DVDs, CDs, sunglasses, cameras, headphones, music players, MP3 players, jewellery, watches, hair clips, posters, stickers, gift cards, calendars, books, bags, leather goods, belts, backpacks, luggage,</p>	AUSTRALIA	Registered

Trade Mark	Trade Mark No.	Class	Jurisdiction	Status
		<p>wallets, purses, handbags, cool packs, towels, clothing, footwear, headgear, sporting goods, surfboards, surfboard accessories, skateboards, skateboard accessories, board games, wetsuits, rash guards, rash shirts, surfboard racks, sunscreens, skin care products, lip balm, promoting and advertising the goods and services of others, including online promotion and advertising of retail outlets; promoting entertainment events, including promotion (including on-line promotion) of music events, events where food and drink are served, screening of movies, fashion shows, art shows and art exhibitions, photography shows and photography exhibitions, surfing festivals, surfing contests, skateboarding contests; promoting sporting training and education, including promotion (including on-line promotion) of surfing lessons, surfing coaching, skateboarding lessons, skateboarding coaching</p>		
SWELL	3112259	<p>Class 25: ACTIVE WEAR AND SPORTS WEAR, NAMELY, SWIM WEAR, SURF WEAR, T-SHIRTS, TANK-TOPS, SWEATSHIRTS, CAPS AND SPORTS SHORTS.</p> <p>Class 35: ONLINE RETAIL STORE SERVICES AND WHOLESALE DISTRIBUTORSHIP SERVICES FEATURING ATHLETIC, SPORTS, OUTDOOR RECREATIONAL, AND CAMPING EQUIPMENT, APPAREL, AND ACCESSORIES, COMPUTERIZED ONLINE CATALOG AND MAIL ORDER SERVICES FEATURING CLOTHING, SPORTING GOODS, SURFING, SKATING, SNOWBOARDING, AND OUTDOOR RECREATIONAL ACCESSORIES.</p>	USA	Registered
	008742141	<p>Class 25: Clothing, including shirts, T-shirts, polo shirts, singlets, blouses, tops, sweaters, cardigans, jackets, pullovers, coats, jumpers, knitwear, parkers, bodysuits, dresses, skirts, sarongs, trousers, pants, denim clothing, jeans, overalls, shorts, board shorts, sportswear, surfwear, skateboarding wear, skiwear, swimwear, exercise wear, tracksuits, tracksuit tops, tracksuit trousers, sweat bands, beachwear,</p>	EU	Registered

Trade Mark	Trade Mark No.	Class	Jurisdiction	Status
		<p>snowwear, suits including snowsuits, casual wear, outerwear, underwear, underclothing, lingerie, sleepwear, pyjamas, bathrobes, thermal clothing, water proof clothing, raincoats, weather resistant outer clothing, belts, wristbands, armbands, headbands, bandanas, legwarmers, gloves, sports gloves, mittens, scarves, shawls, neckties, socks, decorative straps, money belts; headgear, including hats, caps, beanies, visors, swimming caps, berets, sunshades; footwear, including shoes, footwear for sports, boots, sandals, thongs, slippers, ski boots, beach shoes; wetsuits, wetsuit vests, wetsuit boots, wetsuit gloves, wetsuit hoods, wetsuit shorts, and wetsuit tops, wetsuit accessories in this class; rash guards including rash shirts and rash vests.</p> <p>Class 35 Advertising; business management; business administration; office functions; retailing services, including on-line retailing, relating to DVDs, CDs, sunglasses, cameras, headphones, music players, MP3 players, jewellery, watches, hair clips, posters, stickers, gift cards, calendars, books, bags, leather goods, belts, backpacks, luggage, wallets, purses, handbags, cool packs, towels, clothing, footwear, headgear, sporting goods, surfboards, surfboard accessories, skateboards, skateboard accessories, board games, wetsuits, rash guards, rash shirts, surfboard racks, sunscreens, skin care products, lip balm; promoting and advertising the goods and services of others, including online promotion and advertising of retail outlets; promoting entertainment events, including promotion (including on-line promotion) of music events, events where food and drink are served, screening of movies, fashion shows, art shows and art exhibitions, photography shows and photography exhibitions, surfing festivals, surfing contests, skateboarding contests; promoting sporting training and education, including promotion (including on-line promotion) of surfing lessons, surfing coaching, skateboarding lessons, skateboarding coaching.</p>		

Trade Mark	Trade Mark No.	Class	Jurisdiction	Status
	7887127	Class 41 Education; providing of training; entertainment; sporting and cultural activities; organizing entertainment events, including music events, events where food and drink are served, screening of movies, fashion shows, art shows and art exhibitions, photography shows and photography exhibitions, surfing festivals, surfing contests, skateboarding contests; organizing sporting training and education, including surfing lessons, surfing coaching, skateboarding lessons, skateboarding coaching.	China	Registered
4		Class 25		

Trade mark assignment


Signing page

DATED: 11/04/18

EXECUTED by SURFSTITCH PTY LIMITED in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:


Signature of director

Michael Savand
Name of director (block letters)



Signature of ~~director~~/company secretary*

~~delete whichever is not applicable~~
FELICITY VEIVERS
Name of director/company secretary* (block letters)
~~delete whichever is not applicable~~

SIGNED, SEALED AND DELIVERED by SURFSTITCH USA, INC in the presence of:


Signature of witness

Belinda Pedersen
Name of witness


Signature of authorised signatory

Lex Pedersen
Name of authorised signatory