

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dakine, Inc.		12/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dakine IP Holdings LP		
Street Address:	50 West 57th Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1394912	DA KINE HAWAII	
Registration Number:	2711020	DAKINE	
Registration Number:	2704219	DAKINE	
Registration Number:	3644469	DAKINE	
Serial Number:	86836393	SPLIT WING	
Serial Number:	87513221	SPLIT ROLLER	
Serial Number:	88015750	FEAR THE KNOWN	
Serial Number:	88034243	MISSION	
Serial Number:	88087208	FRIENDLY FOAM	
Serial Number:	88127047	DAKINE	
Serial Number:	88207271	PICKUP PAD	
CORRESPONDENCE DATA			
Fax Number:	2127446509		
<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:	2124726262		
Email:	arlatifi@tuckerlatifi.com		
Correspondent Name:	Ali R. Latifi		
Address Line 1:	160 East 84th Street		

TRADEMARK

Address Line 2: Suite 5E
Address Line 4: New York, NEW YORK 10028

NAME OF SUBMITTER: Ali R. Latifi

SIGNATURE: /Ali R. Latifi/

DATE SIGNED: 12/13/2018

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made this 3rd day of December, 2018 (the "Effective Date"), between Dakine, Inc., a Delaware corporation, ("Assignor") and Dakine IP Holdings LP, a Delaware limited partnership ("Assignee").

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of December 3, 2018 (the "Purchase Agreement"), by and between Assignor, Assignee and Dakine Equipment, LLC, a Delaware limited liability company, Assignee is acquiring from Assignor all of the Intellectual Property Assets of Assignor (as defined in the Purchase Agreement); and

WHEREAS, pursuant to Section 2.01(a) of the Purchase Agreement, at the Closing (as defined in the Purchase Agreement), Assignor will sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the trademark and service mark registrations and applications set forth in 0 appended hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the Trademarks, including (a) any registrations and applications therefor (and any extensions, modifications, divisions, and renewals of such registrations and applications), (b) all goodwill associated with or symbolized by any of the foregoing and (c) any and all rights and remedies against, past, present and future infringement of any of the foregoing.¹
2. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Trademarks, in its name, in the United States Patent and Trademark Office or in any foreign equivalent thereof.
3. Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Agreement, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first creation of any of the Trademarks to the date of this Agreement.

¹ Note to Seller: Will statements of use be filed with respect to either intent to use application before closing?

4. This Agreement and its provisions will be binding upon the Assignor's successors and legal representatives, and will inure to the benefit of the successors, legal representatives and assigns of Assignee and all future assigns thereof.
5. Notwithstanding anything to the contrary in this Agreement, (a) no provision hereof will in any way supersede, modify, replace, restrict, limit or in any way affect the rights and obligations of the parties under the Purchase Agreement, and (b) in the event of any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will control.
6. At the request of Assignee, Assignor will execute and deliver or will cause to be executed and delivered such instruments of transfer, conveyance, assignment and confirmation, and will take such actions as Assignee may reasonably deem necessary in order to effectively transfer, convey and assign to Assignee, all rights, title and interests in, to and under all of the Trademarks.
7. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.
8. All capitalized terms used but not defined in this Agreement have the meanings given to them in the Purchase Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, Assignor has executed or caused this Agreement to be executed as of the date first written above.

DAKINE, INC.

By: 

Name: Mark Reis

Title: Chief Financial Officer

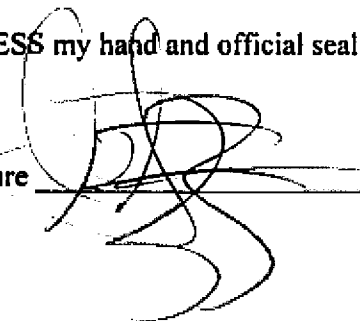
State of Oregon

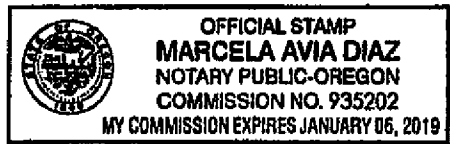
County of Head RNR

On November 27th, 2018 before me, Mark Reis, who personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignee has executed or caused this Agreement to be executed as of the date first written above.

DAKINE IP HOLDINGS LP,
a Delaware limited partnership

By: Marquee Brands IP GP LLC
Its: General Partner

By: Zachary P Sigel
Name: Zachary P Sigel
Title: Authorized Signatory

State of New York

County of Bronx

On Dec. 3rd, 2018 before me, Margaret Camacho
personally appeared Zachary Sigel, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of New York that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Margaret Camacho (Seal)



MARGARET CAMACHO
Notary Public, State of New York
No. 01CA6273342
Qualified in Bronx County
Commission Expires December 10, 2020

SCHEDULE A

Assigned Trademark Registrations and Applications

See attached.

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Classes</u>	<u>Application No.</u>	<u>App. Date</u>	<u>Registration No.</u>	<u>Effective Date of Registration</u>	<u>Grant Date</u>
United States	DA KINE HAWAII	25, 28	73/485467	6/15/1984	1,394,912	5/27/1986	5/27/1986
United States	DAKINE (Stylized)	06, 09 12, 16, 18, 22, 25, 28	76/387961	3/28/2002	2,711,020	4/29/2003	4/29/2003
United States	DAKINE	06, 12, 16, 18, 25, 28	76/387962	3/28/202	2,704,219	4/8/2003	4/8/2003
United States	DAKINE	35	77/408711	2/28/2008	3,644,469	6/23/2009	6/23/2009
United States	SPLIT WING	18	86/836393	12/2/2015			
United States	SPLIT ROLLER	18	87/513221	6/30/2017			
United States	FEAR THE KNOWN	18, 25, 28, 35	88/015750	6/26/2018			
United States	MISSION	18	88/034243	7/11/2018			
United States	FRIENDLY FOAM	28	88/087208	8/21/2018			
United States	DAKINE (Stylized)	35	88/127047	9/21/2018			
United States	PICKUP PAD	12	88/207271	11/27/2018			