

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marc Turtletaub		04/11/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	BSFIP 2019, LLC		
Street Address:	1880 Century Park East, Suite 1600		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	80087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4538501	BEACHSIDE	
Registration Number:	5200169	BSIDE	
Registration Number:	4056769	LITTLE BEACH	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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:	9086545000		
Email:	INFORMATIONSSPECIALISTS@LERNERDAVID.COM		
Correspondent Name:	BRUCE H. SALES		
Address Line 1:	600 South Avenue West		
Address Line 4:	Westfield, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	TURTLE 10.3-029 (34)		
NAME OF SUBMITTER:	THERESA R. WATTS		
SIGNATURE:	/Theresa R. Watts/		
DATE SIGNED:	04/22/2019		
Total Attachments: 5			
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source=Assignment from Marc Turtletaub to BSFIP 2019, LLC - Trademarks#page3.tif			

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TRADEMARK ASSIGNMENT

THIS Agreement is between Marc Turtletaub ("Turtletaub"), an individual, and BSFIP 2019, LLC ("Assignee"), a limited liability company of Delaware, having a place of business at 1880 Century Park East, Suite 1600, Los Angeles, CA 80087, U.S.A. Collectively, the foregoing are referred to as the "Parties" or singularly as a "Party."

WHEREAS, Turtletaub owns the marks identified in Schedule A, including but not limited to applications for registration and registrations, and the goodwill associated with all the foregoing (collectively the "Marks");

WHEREAS, Assignee wants to acquire all global rights and licenses, if any, in the Marks from Turtletaub; and

WHEREAS, Turtletaub wants to transfer all global rights and licenses, if any, in the Marks, to Assignee.

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

1. Turtletaub hereby assigns to Assignee all its global right, title and interest in and to the Marks listed in Schedule A including but not limited to, for the avoidance of doubt, all the goodwill embodied in the Marks, and the applications and registrations. It is the intention of the Parties that all right, title and interest acquired by Assignee shall include all rights enjoyed by Turtletaub prior to the assignment herein.

2. This Agreement includes the assignment to Assignee of the rights to sue, recover and obtain damages for any illegal activity perpetrated upon the Marks, the goodwill of the Marks, or recoverable by Turtletaub in association with such illegal activity, notwithstanding the date such activity may have occurred, the foregoing to the fullest extent as would have been held by Turtletaub if no assignment were made. This Agreement also includes the assignment to Assignee of all liabilities arising from the ownership, registration or use including but not limited to tortious conduct of the Marks, notwithstanding the date such activity may have occurred, to the fullest extent as would have been held by Turtletaub if no assignment were made.

3. The Parties acknowledge the business considerations giving rise to the consideration for the assignment herein.

4. Turtletaub agrees to cooperate as reasonably necessary with Assignee at Assignee's expense in executing documents necessary to perfect this assignment and assure its recordation with any governmental authority.

5. This Agreement shall be governed by the laws of the State of Delaware, United States of America. The Parties expressly consent to subject matter and personal jurisdiction of the state and federal courts of the State of Delaware in connection with any dispute arising out of this agreement, and that the State of Delaware is an appropriate and convenient venues for the resolution of any such dispute.

6. This Agreement shall be construed in accordance with its terms and without regard to the drafter of any provision hereof. The Parties acknowledge that they have had ample opportunity to consult with counsel of their choosing and that if they failed to so consult, such was an election freely made by them. The Parties acknowledge that authorized representatives have executed this Agreement on their behalf.

MARC TURTLETAUB

By: Marc Turtletaub
Name: MARC TURTLETAUB
Date: 4/11/19

BSFIP 2019, LLC

By: Marc Turtletaub
Name: MARC TURTLETAUB
Title: MANAGING MEMBER
Date: 4/11/19

Subscribed and duly sworn to before me,
this 11 day of APRIL, 2019,
at EASTSOUND WASHINGTON.

Subscribed and duly sworn to before me,
this 11 day of APRIL, 2019,
at EASTSOUND WASHINGTON.

DIRK BAUGHMAN
Notary Public

DIRK BAUGHMAN
Notary Public

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
RCW 42.44.100

State of Washington

County of SAN JUAN

} ss.

I certify that I know or have satisfactory evidence that MARCTURLETAUB
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 04/11/19
Month/Day/Year

[Signature]
Signature of Notarizing Officer

NOTARY PUBLIC
Title (Such as "Notary Public")

Place Notary Seal and/or Stamp Above

My appointment expires: 03/05/23

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

SCHEDULE A

<u>Mark</u>	<u>Application No.</u>	<u>Country</u>
BEACHSIDE	1380275	India
BEACHSIDE	DID2017061073	Indonesia
BEACHSIDE	1380275	Thailand

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
BEACHSIDE	1380275	Australia
BEACHSIDE	1380275	China
BEACHSIDE	017618067	EUIPO
BEACHSIDE	304321269	Hong Kong
BEACHSIDE	1380275	International (WIPO)
BEACHSIDE	1380275	Japan
BEACHSIDE	2017071887	Malaysia
BEACHSIDE	1380275	Republic of Korea
BEACHSIDE	40201724940R	Singapore
BEACHSIDE	4,538,501	United States
BSIDE	5,200,169	United States
LITTLE BEACH	4,056,769	United States