

900499365 05/21/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM524399

| | |
|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | LICENSE |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|--|
| Three Dots LLC | | 01/01/2019 | Limited Liability Company - California |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Wohali Outdoors LLC |
| Street Address: | 2466 W. New Orleans Street |
| City: | Broken Arrow |
| State/Country: | OKLAHOMA |
| Postal Code: | 74011 |
| Entity Type: | Limited Liability Company: OKLAHOMA |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------|----------|-------------------|
| Serial Number: | 88150485 | THREE DOTS |
| Serial Number: | 86383133 | THREE DOTS |
| Serial Number: | 86031271 | THREE DOTS MEN |
| Serial Number: | 86031268 | |
| Serial Number: | 86031264 | THREE LITTLE DOTS |
| Serial Number: | 86031258 | THREE LITTLE DOTS |
| Serial Number: | 85356100 | |
| Serial Number: | 78603414 | CA 92651 |
| Serial Number: | 77540344 | T EASE |
| Serial Number: | 77283996 | |
| Serial Number: | 77283989 | THREE DOTS RED |
| Serial Number: | 76498469 | THREE DOTS |

OP. \$315.00 88150485

CORRESPONDENCE DATA

Fax Number: 9185924389
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.
Phone: 9185921276
Email: steve.harris@1926blaw.com
Correspondent Name: Steven M. Harris
Address Line 1: 2419 E. Skelly Drive

Address Line 4: Tulsa, OKLAHOMA 74105

NAME OF SUBMITTER: Steven M. Harris

SIGNATURE: /Steven M. Harris/

DATE SIGNED: 05/21/2019

Total Attachments: 26

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Trademark License Agreement

This Trademark License Agreement ("**Agreement**"), dated as of the ___ day of January, 2019 (the "**Effective Date**"), is by and between THREE DOTS LLC, a California limited liability company, with offices located at 7340 Lampson Ave. Garden Grove, California 92841 ("**Licensor**"), and WOHALI OUTDOORS LLC, an Oklahoma limited liability company with offices located at 2466 W. New Orleans St., Broken Arrow, Ok 74011 ("**Licensee**").

WHEREAS, Licensor is the sole and exclusive owner of the Licensed Marks (as defined below); and

WHEREAS, Licensee wishes to use the Licensed Marks in connection with the Licensed Products (as defined below or in Schedule 1) in the Territory (as defined below or in Schedule 1) and Licensor is willing to grant to Licensee a license to use the Licensed Marks on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership, beneficially or of record, of more than fifty percent (50 %) of the voting securities of a Person.

"**Collateral**" means all artwork, packaging, labeling, copy, text, and all other written, printed, graphic, electronic, audio, or video advertising and promotional materials used or created for use in connection with any advertising and promotion of the Licensed Products hereunder in the Territory.

"**Confidential Information**" has the meaning set forth in Section 7.

"**Disclosing Party**" has the meaning set forth in Section 7.

"**Effective Date**" has the meaning set forth in the preamble.

"**Enforcing Party**" has the meaning set forth in Section 5.3(c).

"**Indemnified Claim**" has the meaning set forth in Section 9.3.

"**Indemnified Party**" means any Licensor Indemnified Party or Licensee Indemnified Party.

"**Indemnifying Party**" has the meaning set forth in Section 9.3.

"**Infringement**" has the meaning set forth in Section 5.3(a).

"Initial Term" has the meaning set forth in Section 11.1.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Licensed Marks" means all marks owned by the Licensor that consist of or include "Three Dots" and "Three Little Dots" and have, prior to the Effective Date, been used in connection with the Licensed Products by Licensor or with Licensor's permission, including those marks set forth on Schedule 1, whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications.

"Licensed Products" means the products and services listed in Schedule 1 (or listed on the description of the trademarks licensed hereunder – including but not limited to Jackets; Pants; Scarves; Shirts; Shorts; Sweaters; T-shirts; Tops, and further including men's women's and children's clothing or wearing apparel of any nature or type, including but not limited to tops, pants, shorts, skirts, dresses, sweaters, jackets, scarves, belts, footwear and headwear. and any other products or services that may be agreed upon in writing by Licensor and Licensee from time to time, for manufacture, advertising, marketing, distribution, and sale under the Licensed Marks.

"Licensee" has the meaning set forth in the preamble.

"Licensee Indemnified Party" has the meaning set forth in Section 9.1.

"Licensor" has the meaning set forth in the preamble.

"Licensor Indemnified Party" has the meaning set forth in Section 9.2.

"Losses" means losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Net Sales Price" means the gross amount received by Licensee and its Affiliates and sublicensees for sales of Licensed Products in the Territory, less any returns, rebates, discounts or adjustments, sales, excise, use or value-added taxes, costs of packing, insurance, transport and delivery, tariff duties, royalties or license fees payable to third parties, and freight and duty charges.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Quarterly Period" means each three-month period commencing on the 1st of January, 1st of April, 1st of July, and 1st of October.

"Receiving Party" has the meaning set forth in Section 7.

"Renewal Term" has the meaning set forth in Section 11.2.

"Sell-Off Period" has the meaning set forth in Section 11.5.

"Term" has the meaning set forth in Section 11.1/11.2.

"Territory" means those countries and territories identified in Schedule 1.

"Third-Party Claim" has the meaning set forth in Section 9.1.

"Third-Party Offer" has the meaning set forth in Section 2.3.

2. License Grant.

2.1 Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and to all Affiliates of Licensee, during the Term an exclusive (including as to Licensor), fully transferable (in accordance with Section 12.1), sublicensable (in accordance with Section 2.4) right and license to use the Licensed Marks (a) in connection with the manufacture, promotion, advertising, distribution, and sale of Licensed Products in the Territory, including in the domain names listed in Schedule 1, and (b) as part of its corporate name, company name, or trade name, as applicable. Licensee may exercise any or all of its rights under this Agreement through one or more of its Affiliates; provided that Licensee shall be responsible and liable for the acts or omissions of its Affiliates that constitute a breach of any of the terms and conditions of this Agreement as if such acts or omissions were the acts or omissions of Licensee.

2.2 New Licensed Mark Uses. If Licensee or any of its Affiliates or sublicensees wishes to, and has/have made substantial preparations to, use any (a) new translation, transliteration, modification, or stylization of a Licensed Mark, (b) Licensed Mark in a new composite mark or domain name not then included in the Licensed Marks, (c) Licensed Mark in connection with a new product or service not then included in the Licensed Products, or (d) Licensed Mark in a new country or jurisdiction not then included in the Territory (each, a **"New Licensed Mark Use"**), Licensee shall submit such proposed New Licensed Mark Use, together with such samples or other information and materials relating to such proposed New Licensed Mark Use as may be reasonably requested by Licensor, to Licensor for approval, such approval not to be unreasonably withheld, conditioned, or delayed. Licensor shall have twenty (20) days from the date Licensor receives such samples, information, or materials to object to any such proposed New Licensed Mark Use, and if Licensor does not respond within such twenty (20) day period, then Licensor shall be deemed to have approved such New Licensed Mark Use. Any objection by Licensor must be in writing and reasonably detailed so as to facilitate cure by Licensee, who may resubmit the proposed New Licensed Mark Use to address any such objection, and Licensor shall have an additional twenty (20) days from the date of such resubmission to object, after which time such resubmitted New Licensed Mark Use shall be deemed approved. Licensor shall not object to any proposed New Licensed Mark Use unless it (x) violates any provision of Section 3, (y) constitutes an infringement of any other Person's intellectual property rights, or (z) could reasonably be expected to impair the value of the Licensed Marks and the associated goodwill, in each case as reasonably determined by Licensor in good faith. Once a New Licensed Mark Use is approved or deemed approved under this Section 2.2, such New Licensed Mark Use shall automatically be included in the definition of Licensed Mark, Licensed Product, or Territory, as applicable, and covered by the license granted to Licensee pursuant to Section 2.1.

2.3 Right of First Refusal. If at any time during the Term, Licensor or any of its Affiliates receives a bona fide offer from a third party to obtain any right, title, or interest in or to/license to use any Licensed Mark (a) in connection with a new product or service not then included in the Licensed Products or (b) in a new country or jurisdiction or new distribution channel not then included in the Territory (a "Third-Party Offer"), Licensor shall promptly notify Licensee and provide details of the material terms of such Third-Party Offer. Licensee shall have twenty (20) days from the date of its receipt of such notice and details to notify Licensor if it, on behalf of itself or any of its Affiliates or sublicensees, wishes to negotiate for such right, title, or interest/license. For thirty (30) days following Licensor's receipt of such notice, (x) Licensor and Licensee shall negotiate exclusively in good faith towards an agreement for Licensee to have such right, title, or interest in or to/license to use the applicable Licensed Marks on the same or substantially similar terms as the Third-Party Offer (and in any event on terms no less favorable to Licensee as to such third-party offeror), and (y) Licensor shall not, and shall ensure that none of its Affiliates shall, discuss, communicate, or negotiate with any other Person regarding such rights during such time. If, at the expiration of such exclusive negotiation period, Licensor and Licensee have not executed a binding agreement regarding the right, title, or interest/license that is the subject of such Third-Party Offer, and Licensor has acted in good faith and in compliance with this Section 2.3 throughout such exclusive negotiation period, then Licensor (or its Affiliate) shall thereafter be free to negotiate an agreement with such third-party offeror.

2.4 Sublicensing. Licensee shall have the right to grant sublicenses under the license rights granted under Section 2.1, through multiple tiers. The granting of sublicenses shall be in Licensee's sole and exclusive discretion, including with respect to (a) the identity of any sublicensee, (b) the applicable licensee fees or royalty rates, if any, and (c) other terms and conditions of the sublicense; provided that all sublicenses shall be subject to the terms and conditions of this Agreement. Licensee's right to grant sublicenses under the Licensed Marks is subject to the following: (a) no sublicense may exceed the scope of rights granted to Licensee under this Agreement; (b) in the event of expiration or termination of this Agreement, all sublicense rights will terminate automatically effective as of the expiration or termination date of this Agreement; and (c) Licensee shall require all sublicensees to agree in writing to be bound by the applicable terms and conditions of this Agreement; and (d) Licensee shall be responsible and liable for the acts or omissions of such sublicensees that constitute a breach of any of the terms and conditions of this Agreement as if such acts or omissions were the acts or omissions of Licensee.

2.5 Subcontracting. Licensee may use contractors for the production of Licensed Products and Collateral; provided that Licensee's engagement of contractors shall not limit Licensee's obligations under Section 4.

2.6 Restrictions on Licensor. During the Term, Licensor shall not itself use, or grant to any other Person any right or license to use, the Licensed Marks in connection with the Licensed Products, or any products or services similar to or competitive with the Licensed Products, in the Territory.

2.7 Reservation of Rights. The exclusive license granted to Licensee under Section 2.1 is subject to Licensor's and its Affiliates' reserved right to use the Licensed Marks in their respective businesses, including in connection with the manufacture, promotion, advertising, distribution, and sale of the Licensed Products, or any products or services similar to or competitive with the Licensed Products, anywhere in the world which are beyond the scope of the rights and Territory granted to Licensee in this Agreement.

3. Use of the Licensed Marks.

3.1 Acknowledgment. Licensee acknowledges the high standards and reputation for quality symbolized by the Licensed Marks as of the Effective Date, and Licensee shall use the Licensed Marks in a manner substantially consistent with such quality standards and reputation.

3.2 Compliance with Licensor's Use Guidelines. Licensee shall display the Licensed Marks on all Licensed Products and on or in all packaging, promotion, and advertising materials to the extent practicable in a form and manner substantially in compliance with Licensor's existing written guidelines if any. To the extent such guidelines exist, they shall be attached to this Agreement, and if not attached, the Parties agree that this Section 3.2 is not applicable to this Agreement.

3.3 Trademark Notices. Licensee shall comply with all marking requirements under applicable Law.

4. Quality Control.

4.1 Inspections and Samples. Licensor shall have the right to exercise quality control over Licensee's and its Affiliates' use of the Licensed Marks on or in connection with the Licensed Products to the extent reasonably necessary under applicable Law to maintain the validity of the Licensed Marks and protect the goodwill associated therewith. In furtherance of the foregoing, subject to Section 4.2:

(a) Licensee shall permit representatives of Licensor to inspect Licensee's and its Affiliates' facilities and shall use reasonable efforts to obtain access for Licensor's representatives to inspect the facilities of third-party manufacturers with whom Licensee contracts pursuant to Section 2.5, upon at least thirty (30) days' prior written notice and during normal business hours, one time per year; and

(b) prior to any use of any Licensed Mark which has not previously been approved or is not substantially consistent with a previously approved use, Licensee shall deliver to Licensor a representative sample of the Licensed Product or alternatively the packaging, labeling, promotional, advertising, or other materials bearing the Licensed Mark to Licensor for its approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

4.2 Licensor Approvals. In the event that Licensor has any objection to any facility or practices of Licensee following an inspection in accordance with Section 4.1(a), or to any sample provided pursuant to Section 4.1(b), Licensor shall provide written notice to Licensee of such objection in reasonable detail to facilitate cure by Licensee. If Licensee has not received written notice of any objection within five (5) calendar days following Licensor's inspection or receipt of the sample, as applicable, Licensor shall be deemed to have approved such facility and practices, or use of the Licensed Marks, as applicable. Approval of any particular facility and practices, or use of any Licensed Mark, once given by Licensor, shall continue in effect with respect to such facility and practices, or use, and any practices or use substantially consistent therewith, without need for further approval, unless such facility and practices, or use, is altered in any material respect that Licensor reasonably determines (a) exceeds the scope of Licensee's rights under Section 2.1 or (b) violates any provision of Section 3.

5. Ownership and Protection of the Mark.

5.1 Acknowledgment of Ownership. Licensee acknowledges that (a) as between Licensee and

Licensors, Licensor is the owner of the Licensed Marks in the Territory and all goodwill related thereto, and (b) all use of the Licensed Marks (including any New Licensed Mark Use approved or deemed approved under Section 2.2) hereunder and any goodwill accruing therefrom shall inure solely to the benefit of Licensor. Licensee agrees not to dispute or challenge or assist any Person in disputing or challenging Licensor's rights in and to the Licensed Marks or the validity of the Licensed Marks. Notwithstanding the foregoing, as between Licensee and Licensor, Licensee shall own all copyright and other intellectual property rights in any Collateral used by or on behalf of Licensee (or its Affiliates or sublicensees) in connection with the Licensed Products in the Territory, excluding Licensor's trademark rights in the Licensed Marks.

5.2 Maintenance of Licensed Marks

(a) Licensor shall, at its sole expense, diligently maintain all registrations of the Licensed Marks, including all domain name registrations, in full force and effect and prosecute all pending applications for registration of the Licensed Marks in the Territory. Licensor shall (i) keep Licensee informed of all developments in connection with the prosecution and maintenance of any registration or application for registration of the Licensed Marks, including any opposition or other challenge by any other Person to the ownership or validity of any Licensed Mark or any registration or application for registration thereof; (ii) promptly provide to Licensee a copy of any correspondence or submission with or by the United States Patent and Trademark Office or any local trademark office or registry or any other Person; and (iii) consult with Licensee and consider Licensee's comments in good faith in connection with preparing any filing or response thereto. Licensor shall give Licensee at least five (5) days' prior written notice of its intent to no longer maintain any Licensed Mark, and at Licensee's request, will allow Licensee to do so in Licensee's or Licensor's name (at Licensee's option) and at Licensee's expense.

(b) If Licensee requests that Licensor file any application for registration of any Licensed Mark including any domain name that is not registered as of the Effective Date (including any New Licensed Mark Use approved or deemed approved under Section 2.2), Licensor shall consider the request in good faith and, provided that such rights are determined to be available for registration following such clearance searches as deemed necessary in Licensor's reasonable business judgment (the costs of which shall be borne solely by Licensor, Licensor shall promptly make such filings in its own name and shall own all resulting registrations and related rights.

(c) Licensor shall not, directly or indirectly, take any action or omit to take any action, or make or permit any use of the Licensed Marks, that disparages Licensee or any of its products or services (including any Licensed Products), or otherwise dilutes, tarnishes, or impairs the value of the Licensed Marks and the associated goodwill.

5.3 Enforcement

(a) Each party shall promptly notify the other party of any actual or potential infringement, counterfeiting, or other unauthorized use of the Licensed Marks by any other Person (an "**Infringement**") of which it becomes aware.

(b) Licensor shall have the first right, in its discretion, to enforce its rights in any of the Licensed Marks, including to bring action with respect to any Infringement. Notwithstanding the foregoing, if within ten (10) days following either party's receipt of a notice provided under Section 5.3(a), Licensor does not initiate legal action with respect to any Infringement, or if Licensor subsequently decides not to

proceed with any such action, and if Licensee has a good faith belief that such Infringement has impaired or will impair the value of the Licensed Marks or otherwise adversely affect its rights under this Agreement, then (i) Licensee shall have the right, but no obligation, to bring or take any such action as it determines is necessary in its reasonable discretion to halt any such Infringement and to control the conduct of such enforcement action, including settlement; and (ii) if Licensee elects not to bring or take any such enforcement action, Licensor shall, at the request of Licensee, enter into good faith negotiations with Licensee to determine a reasonable reduction in the royalty rate set out in Section 6.1 to take account of such Infringement.

(c) The party taking action against any alleged Infringement in accordance with this Section 5.3 (the "Enforcing Party") shall be responsible for the expenses of such enforcement action, including attorneys' fees, and the other party shall provide such assistance as may be reasonably requested by the Enforcing Party, at the Enforcing Party's expense, in connection with any such enforcement action (including being joined as a party to such action as necessary to establish standing). Any monetary recovery resulting from such enforcement action shall first be used to pay the legal expenses of the Enforcing Party and then to reimburse any legal expenses incurred by the other party in cooperating in such action as requested by the Enforcing Party, and any remaining amounts shall belong solely to the Enforcing Party/Licensee.

5.4 Recordation of License. Licensor shall make all necessary filings, in such form reasonably acceptable to Licensee, to record this Agreement in the Territory where it may be required under applicable Law, including as a prerequisite to enforcement of the Licensed Marks or enforceability of this Agreement in the courts of such countries, and Licensor shall be solely responsible for payment of any recordation fees and all related expenses.

6. Payments.

6.1 Royalty. On or before the last business day of each Quarterly Period during the Term and any Sell-off Period, Licensee shall pay to Licensor a royalty of ten percent (10 %) of the Net Sales Price actually paid to and received/collected by Licensee, for the respective preceding Quarterly Period.

6.2 Sublicensing Revenue. On or before the last business day of each Quarterly Period during the Term and any Sell-off Period, Licensee shall pay to Licensor ten percent (10 %) of any royalties and fees actually received/collected by Licensee from sublicensing any rights granted to it under this Agreement during the respective preceding Quarterly Period.

6.3 Taxes. If Licensee is required by applicable Law to withhold taxes in connection with any sums payable to Licensor under this Agreement, Licensee may deduct the amount of the withholding from the payment it otherwise would have made to Licensor under this Agreement and shall include in the royalty statement submitted pursuant to Section 6.5 the gross amount due, the amount of the sum deducted under this Section 6.3, and the actual amount paid.

6.4 Manner of Payment.

(a) Royalties and any other sums payable under this Section 6 shall be paid within thirty business days following the end of each Quarterly Period in US dollars by wire transfer to a bank account to be designated in writing by Licensor.

(b) For the purpose of converting the local currency in which any royalties arise into US dollars, the rate of exchange to be applied shall be the rate of exchange in effect for the date when the relevant payment first becomes due as reported in the Wall Street Journal.

(c) If Licensee is prohibited by a governmental authority in any country from making any payment due under this Section 6, then within the prescribed period for making the payment Licensee shall request permission from the governmental authority to make the payment and shall make the payment within thirty (30) business days after receiving permission. If such permission is not received within thirty (30) business days after Licensee's request, then Licensee, shall either deposit the payment in the currency of the relevant country in a bank account within that country designated by Licensor or make the payment to an associated company of Licensor designated by Licensor and having an office in the relevant country or in another country designated by Licensor.

6.5 Royalty Statements. At the same time as payments are made under Section 6.4, Licensee shall submit a statement showing the total Net Sales Price actually collected/received by Licensee, in the relevant Quarterly Period.

6.6 Records and Audit.

(a) Licensee shall keep records of its and its Affiliates and sublicensees' sales of Licensed Products reasonably necessary for the calculation of royalties and other amounts payable under this Section 6.

(b) For a period of one year after receipt of any royalty statement submitted by Licensee pursuant to Section 6.5, Licensor, at its own expense, shall have the right to have an independent certified public accountant reasonably acceptable to Licensee, upon reasonable but not less than sixty (60) business days' prior written notice to Licensee and during Licensee's normal business hours, have access to such records solely for the purpose of verifying the payments made under this Section 6. Licensor may not exercise this right more than once in any calendar year. The failure of Licensor to request verification of any royalty statement during the one year period after receipt of such royalty statement is deemed acceptance by Licensor of the accuracy of such statement and the payments made by Licensee in accordance with such statement.

(c) The accountant shall disclose to Licensor only whether the royalty statement is correct or not and the specific details concerning any deficiency in the payment made or any overpayment. For the avoidance of doubt, all information and materials made available to or otherwise obtained or prepared by or for the auditor in connection with such audit shall be Licensee's Confidential Information, and Licensor shall treat all such information in accordance with the confidentiality provisions of Section 7.

(d) If any such audit shows that any payment made by Licensee is deficient, then Licensee shall pay Licensor the deficient amount within sixty (60) business days after Licensee's receipt of the audit report. If any such audit shows that payments made by Licensee are in excess of the required payment, Licensor shall pay Licensee the excess amount at the time it provides a copy of the audit report to Licensee.

6.7 Payment Disputes. Licensee may withhold from payments made under this Section 6 any and all disputed amounts, pending resolution of the dispute. The parties will discuss and attempt to resolve in good faith any and all disputed amounts under this Section 6 within a reasonable time.

7. Confidentiality. Each party (the "Receiving Party") acknowledges that in connection with this

Agreement it will gain access to information that is treated as confidential by the other party (the “**Disclosing Party**”), including information about its business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information (collectively, the “**Confidential Information**”). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 7 by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from another Person, provided that such Person is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party; or (d) is required to be disclosed by Law, including pursuant to the terms of a court order; provided that the Receiving Party has given the Disclosing Party prior written notice of such disclosure and an opportunity to contest such disclosure and to seek a protective order or other remedy. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any Person, except to the Receiving Party’s officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

8. Representations and Warranties.

8.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the Laws of its jurisdiction of incorporation or organization;
- (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational or limited liability company action of the party; and
- (d) when executed and delivered by such party, this Agreement shall constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 Licensor’s Representations and Warranties. Licensor represents and warrants that:

- (a) it is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Licensed Marks in connection with the Licensed Products in the Territory;
- (b) it is the record owner of the registrations and applications set forth on Schedule 1 (or otherwise attached to this Agreement), and all such issued registrations are valid, subsisting, and in full force and

effect;

(c) it has not granted and during the Term will not grant any licenses, liens, security interests, or other encumbrances in, to, or under the Licensed Marks;

(d) the exercise by Licensee of the rights and license granted under this Agreement will not infringe or otherwise conflict with the rights of any other Person;

(e) there is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging the validity, enforceability, ownership, registration, or use of any Licensed Mark in connection with the Licensed Products in the Territory; and

(f) it has not brought or threatened any claim against any third party alleging infringement of any Licensed Mark, nor is any third party infringing or threatening to infringe any Licensed Mark.

9. Indemnification.

9.1 By Licensor. Licensor shall indemnify, defend, and hold harmless Licensee and its Affiliates, officers, directors, employees, agents, sublicensees, successors, and assigns (each, a "**Licensee Indemnified Party**") from and against all Losses arising out of or in connection with any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") relating to any actual or alleged: (a) breach by Licensor of any representation, warranty, covenant, or obligation under this Agreement, or (b) infringement, dilution, or other violation of any intellectual property or other personal or proprietary rights of any Person resulting from the use of the Licensed Marks by Licensee or any of its Affiliates or sublicensees in accordance with this Agreement.

9.2 By Licensee. Licensee shall indemnify, defend, and hold harmless Licensor and its Affiliates, officers, directors, employees, agents, successors, and assigns (each, a "**Licensor Indemnified Party**") from and against all Losses arising out of or in connection with any Third-Party Claim relating to any actual or alleged: (a) breach by Licensee of any representation, warranty, covenant, or obligation under this Agreement, (b) defect in any Licensed Product, including any product liability claim; or (c) infringement, dilution, or other violation of any intellectual property rights of any Person resulting from the manufacture, promotion, advertising, distribution, and sale of Licensed Products; in each case except to the extent any such Third-Party Claim relates to the use of the Licensed Marks in accordance with this Agreement or otherwise is covered by Licensor's indemnity obligations in Section 9.1.

9.3 Indemnification Procedure. An Indemnified Party shall promptly notify the party from whom it is seeking indemnification ("**Indemnifying Party**") upon becoming aware of a Third-Party Claim with respect to which the Indemnifying Party is obligated to provide indemnification under this Section 9 ("**Indemnified Claim**"). The Indemnifying Party shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel of its own choosing/reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection therewith, in each case at the Indemnifying Party's sole cost and expense. The Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. The Indemnifying Party shall not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without such Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Indemnifying Party fails or refuses to assume control of the defense of such Indemnified

Claim, the Indemnified Party shall have the right, but no obligation, to defend against such Indemnified Claim, including settling such Indemnified Claim after giving notice to the Indemnifying Party, in each case in such manner and on such terms as the Indemnified Party may deem appropriate. Neither the Indemnified Party's failure to perform any obligation under this Section 9.3 nor any act or omission of the Indemnified Party in the defense or settlement of any Indemnified Claim shall not relieve the Indemnifying Party of its obligations under this Section 9, including with respect to any Losses, except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result thereof.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; OR (B) LOSSES ARISING OUT OF OR RELATING TO A PARTY'S FAILURE TO COMPLY WITH ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7.

11. Term and Termination.

11.1 Term. The initial term of this Agreement shall commence as of the Effective Date and continue for a period of five (5) years, unless terminated earlier in accordance with Section 11.3 (the "Initial Term").

11.2 Renewal. This Agreement shall automatically renew for additional successive periods, each, a "Renewal Term," and together with the Initial Term, the "Term") unless Licensee provides written notice of its intent not to renew at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term.

11.3 Termination.

(a) Licensee may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least thirty (30) days' prior written notice to Licensor.

(b) Either party may terminate this Agreement on written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement:

(a) Licensee shall cease all use of the Licensed Marks except as expressly permitted pursuant to Section 11.5; and

(b) All sublicenses that have been granted by Licensee shall automatically and immediately terminate; provided, however, that any sublicensee may elect to continue its sublicense as a direct license from Licensor by providing written notice to Licensor of its election and of its agreement to assume all obligations (including obligations for payment) contained in its sublicense agreement as direct obligations of the sublicensee to Licensor; and

(c) The Receiving Party shall promptly return to the Disclosing Party, or at the Disclosing Party's option, destroy, all records and copies of any Confidential Information of the Disclosing Party; provided, however, that Licensee may continue to use any Confidential Information of Licensor incorporated in the Licensed Products or to the extent necessary to allow Licensee's continued manufacture, promotion, advertising, distribution, and sale of Licensed Products in accordance with Section 11.5.

(d) Neither party shall be liable to the other party for damages of any kind solely as a result of terminating this Agreement in accordance with Section 11.3.

11.5 Sell-Off Period. Upon expiration or termination of this Agreement for any reason other than termination by Licensee pursuant to Section 11.3(a) or termination by Licensor pursuant to Section 11.3(b), Licensee shall have the right to dispose of all stocks of Licensed Products and Collateral bearing the Licensed Marks in its possession or in the course of manufacture or production as of the date of expiration or termination for a period of three hundred sixty-five (365) days after the date of expiration or termination (the "Sell-Off Period"), in each case, in accordance with the terms and conditions of this Agreement. Any royalty or other payment accruing during the Sell-Off Period under the provisions of Section 6 shall be paid to Licensor within thirty (30) business days after the expiration of the Sell-Off Period.

11.6 Survival. The rights and obligations of the parties set forth in Section 7 (Confidentiality), Section 8 (Representations and Warranties), and Section 9 (Indemnification), and the provisions of Section 1 (Definitions) and Section 13 (Miscellaneous) (excluding Section 13.1), and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

12. Assignment.

12.1 By Licensee. Licensee shall have the right to assign or otherwise transfer this Agreement, or any right or obligation hereunder, upon thirty (30) days' prior written notice to Licensor to (a) an Affiliate; (b) a successor by consolidation or merger (whether or not Licensee is the surviving entity) or operation of Law; (c) a purchaser of all or substantially all of Licensee's assets or the assets or business of Licensee to which this Agreement relates; or (d) to any other Person; provided that Licensee shall require the assignee or transferee, as applicable, to acknowledge and agree in writing to assume and be bound by all of the applicable terms and conditions of this Agreement. Any assignment, delegation, or transfer of this Agreement in violation of this Section 12.1 shall be void and of no force and effect. Notwithstanding anything to the contrary contained herein, Licensor agrees that Licensee may pledge or grant a lien in its rights under this Agreement or assume this Agreement in bankruptcy, subject to the terms and conditions of this Agreement.

12.2 By Licensor. Prior to Licensor's sale, assignment, or other transfer (including any exclusive

license) of any Licensed Mark to any Person during the Term, Licensor shall (a) require the purchaser, assignee, or transferee, as applicable, to acknowledge and agree in writing (i) to assume and be bound by all of the applicable terms and conditions of this Agreement, including all of Licensor's obligations and undertakings under this Agreement with respect to the Licensed Marks, (ii) to require and obligate any subsequent purchaser, assignee, or transferee, as applicable, to do the same in connection with any such subsequent sale, assignment, or other transfer of such Licensed Marks, and (iii) that Licensee is a third-party beneficiary of such agreement; and (b) provide Licensee with an executed copy of such agreement. Licensor shall remain obligated under the terms of this Agreement, regardless of any assignment by Licensor.

13. Miscellaneous.

13.1 Licensor Bankruptcy. Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding, all rights and licenses granted to Licensee hereunder will continue subject to the terms and conditions of this Agreement, and will not be affected, including by Licensor's rejection of this Agreement. Without limiting the foregoing, to protect Licensee from and against all damages of any kind or nature resulting from rejection of this Agreement in the event of Licensor's bankruptcy, Licensor hereby grants to Licensee a continuing security interest in and first priority lien upon the Licensed Marks. Licensor shall execute any documents and perform all further acts, including with all applicable government offices, at Licensee's expense, as reasonably necessary in order to evidence and perfect the security interest granted hereunder. In the event that Licensor files for bankruptcy, Licensee may enforce all rights and remedies of a secured creditor under applicable Law.

13.2 Further Assurances. Each party shall, upon the reasonable request of the other party, and, except as otherwise expressly set forth herein, at such other party's sole expense, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

13.3 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13.4 No Public Announcements. No party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

13.5 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (in each case, with confirmation of transmission or receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the

addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.5).

If to Licensor: THREE DOTS LLC,
7340 Lampson Ave.
Garden Grove, CALIFORNIA 92841
Attention: Managing Member

If to Licensee: WOHALI OUTDOORS LLC,
2466 W. New Orleans St., Broken Arrow, Ok 74011
Attention: Managing Member

13.6 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

13.7 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.8 Entire Agreement. This Agreement, together with all Schedules and Exhibits hereto and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, the following order of precedence shall govern: (a) first, this Agreement, excluding its Schedules and Exhibits; and (b) second, the Schedules and Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

13.9 No Third-Party Beneficiaries. Except as expressly set forth herein with respect to Licensee’s Affiliates and in Section 9 with respect to Indemnified Parties, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

13.10 Binding Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

13.11 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable Law.

13.13 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of Laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oklahoma in each case located in the city of Tulsa and County of Tulsa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

13.14 No Waiver of Jury Trial. Each party expressly reserves and preserves their respective right each may have to a trial by jury in respect of any claim, suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

13.15 Equitable Relief. Each party acknowledges that a breach by the other party of Section 7 or any breach by Licensor of Section 2.6/this Agreement may cause the non-breaching party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement at Law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.16 Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

THREE DOTS LLC

By Sharon Lebon

Print Name: SHARON LEBON

Title: Managing Member

WOHALI OUTDOORS LLC

By Jonathan Bracksmith

Print Name: Jonathan Bracksmith

Title: Managing Member

Note:
We would like to
add in an
additional 90
should Three Dots
expand into
Kirkland Private
Label Production.

SCHEDULE 1

Licensed Marks:

| Serial Number | Reg. Number | Word Mark | Check Status | Live/Dead |
|---------------|-----------------|----------------|--------------------------|-------------------------|
| 1 | <u>88150485</u> | | <u>THREE DOTS</u> | <u>TSDR</u> <u>LIVE</u> |
| 7 | <u>86383133</u> | <u>4719989</u> | <u>THREE DOTS</u> | <u>TSDR</u> <u>LIVE</u> |
| 9 | <u>86031271</u> | <u>4546674</u> | <u>THREE DOTS MEN</u> | <u>TSDR</u> <u>LIVE</u> |
| 10 | <u>86031268</u> | <u>4536425</u> | | <u>TSDR</u> <u>LIVE</u> |
| 11 | <u>86031264</u> | <u>4536424</u> | <u>THREE LITTLE DOTS</u> | <u>TSDR</u> <u>LIVE</u> |
| 12 | <u>86031258</u> | <u>4536423</u> | <u>THREE LITTLE DOTS</u> | <u>TSDR</u> <u>LIVE</u> |
| 13 | <u>85356100</u> | <u>4232286</u> | | <u>TSDR</u> <u>LIVE</u> |
| 14 | <u>78603414</u> | | <u>CA 92651</u> | <u>TSDR</u> <u>DEAD</u> |
| 15 | <u>77540344</u> | | <u>T EASE</u> | <u>TSDR</u> <u>DEAD</u> |
| 16 | <u>77283996</u> | <u>3435177</u> | | <u>TSDR</u> <u>DEAD</u> |
| 17 | <u>77283989</u> | <u>3501022</u> | <u>THREE DOTS RED</u> | <u>TSDR</u> <u>LIVE</u> |
| 19 | <u>76498469</u> | <u>2967708</u> | <u>THREE DOTS</u> | <u>TSDR</u> <u>LIVE</u> |

THREE DOTS

Word Mark THREE DOTS
Goods and IC 003. US 001 004 006 050 051 052. G & S: Cologne; Cosmetics; Cosmetics and make-up;

Services Perfume; Shampoos; Shave creams; Toothpaste; Bath lotion; Bath soaps in liquid, solid or gel form; Body lotion; Colognes, perfumes and cosmetics; Hair conditioner; Hair lotion; Hair shampoo; Hair shampoos and conditioners; Non-medicated bath salts; Non-medicated mouthwash and gargle; Non-medicated soaps; Non-medicated bath soaps in liquid, solid or gel form; Perfumes and colognes; Skin lotion

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 88150485

Filing Date October 10, 2018

Current Basis 1B

Original Filing Basis 1B

Owner (APPLICANT) Three Dots, LLC LIMITED LIABILITY COMPANY CALIFORNIA 7340 Lampson Ave. Garden Grove CALIFORNIA 92841

Attorney of Record Philip Nulud

Prior Registrations 2967708;3501022;4719989

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

THREE DOTS

Word Mark THREE DOTS

Goods and Services IC 035, US 100 101 102. G & S: On-line retail store services featuring apparel and accessories; Retail store services featuring apparel and accessories. FIRST USE: 20050800. FIRST USE IN COMMERCE: 20050800

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 86383133

Filing Date September 2, 2014

Current Basis 1A

Original Filing Basis 1A

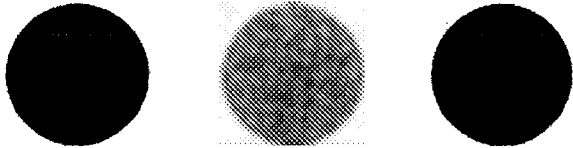
Published for Opposition January 27, 2015

Registration 4719989

Number
Registration Date April 14, 2015
Owner (REGISTRANT) Three Dots, LLC. LIMITED LIABILITY COMPANY CALIFORNIA 7340 Lampson Ave. Garden Grove CALIFORNIA 92841
Attorney of Record Philip Nulud
Prior Registrations 2967708;3501022;4536424
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

THREE DOTS MEN

Word Mark THREE DOTS MEN
Goods and Services IC 025. US 022 039. G & S: Jackets; Pants; Scarves; Shirts; Shorts; Sweaters; T-shirts; Tops.
FIRST USE: 20041101. FIRST USE IN COMMERCE: 20041101
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86031271
Filing Date August 7, 2013
Current Basis 1A
Original Filing Basis 1A
Published for Opposition March 25, 2014
Registration Number 4546674
Registration Date June 10, 2014
Owner (REGISTRANT) Three Dots, LLC. LIMITED LIABILITY COMPANY CALIFORNIA 7340 Lampson Ave. Garden Grove CALIFORNIA 92841
Attorney of Record Philip Nulud
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEN" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE



Goods and Services IC 025. US 022 039. G & S: Jackets; Pants; Scarves; Shirts; Shorts; Sweaters; T-shirts; Tops. FIRST USE: 20041101. FIRST USE IN COMMERCE: 20041101

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 26.01.15 - Circles, exactly three circles; Three circles
 26.01.21 - Circles that are totally or partially shaded.
 26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
 26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal

Serial Number 86031268

Filing Date August 7, 2013

Current Basis 1A

Original Filing Basis 1A

Published for Opposition March 11, 2014

Registration Number 4536425

Registration Date May 27, 2014

Owner (REGISTRANT) Three Dots, LLC. LIMITED LIABILITY COMPANY CALIFORNIA 7340 Lampson Ave. Garden Grove CALIFORNIA 92841

Attorney of Record Philip Nulud

Description of Mark Color is not claimed as a feature of the mark. The mark consists of three dots with a line underneath.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

THREE LITTLE DOTS

Word Mark THREE LITTLE DOTS

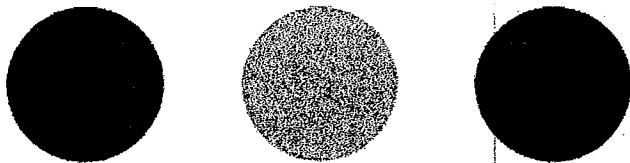
Goods and Services IC 025. US 022 039. G & S: Bottoms; Dresses; Jackets; Pants; Scarves; Shirts; Shorts; Skirts; Sweaters; T-shirts; Tops. FIRST USE: 20041101. FIRST USE IN COMMERCE: 20041101

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 86031264

Filing Date August 7, 2013
Current Basis 1A
Original Filing Basis 1A
Published for Opposition March 11, 2014
Registration Number 4536424
Registration Date May 27, 2014
Owner (REGISTRANT) Three Dots, LLC. LIMITED LIABILITY COMPANY CALIFORNIA 7340 Lampson Ave. Garden Grove CALIFORNIA 92841
Attorney of Record Philip Nulud
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE



three little dots

Word Mark THREE LITTLE DOTS
Goods and Services IC 025. US 022 039. G & S: Bottoms; Dresses; Jackets; Pants; Scarves; Shirts; Shorts; Skirts; Sweaters; T-shirts; Tops. FIRST USE: 20041101. FIRST USE IN COMMERCE: 20041101
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 26.01.15 - Circles, exactly three circles; Three circles
 26.01.21 - Circles that are totally or partially shaded.
Serial Number 86031258
Filing Date August 7, 2013
Current Basis 1A
Original Filing Basis 1A
Published for Opposition March 11, 2014
Registration Number 4536423
Registration Date May 27, 2014
Owner (REGISTRANT) Three Dots, LLC. LIMITED LIABILITY COMPANY CALIFORNIA 7340 Lampson Ave. Garden Grove CALIFORNIA 92841
Attorney of Record Philip Nulud
Description of Mark Color is not claimed as a feature of the mark. The mark consists of three dots with the words "THREE LITTLE DOTS" below it.
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Goods and Services IC 025. US 022 039. G & S: men's, women's and children's clothing, namely, tops, pants, shorts, skirts, dresses, sweaters, jackets and scarves. FIRST USE: 19951015. FIRST USE IN COMMERCE: 19951015

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 26.01.15 - Circles, exactly three circles; Three circles
 26.01.21 - Circles that are totally or partially shaded.

Serial Number 85356100

Filing Date June 24, 2011

Current Basis 1A

Original Filing Basis 1A

Published for Opposition August 14, 2012

Registration Number 4232286

Registration Date October 30, 2012

Owner (REGISTRANT) Three Dots, Inc. CORPORATION CALIFORNIA 7340 Lampson Avenue Garden Grove CALIFORNIA 92841
 (LAST LISTED OWNER) THREE DOTS, LLC. LIMITED LIABILITY COMPANY UNITED STATES 7340 LAMPSON AVE. GARDEN GROVE CALIFORNIA 92841

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Philip Nulud

Description of Mark Color is not claimed as a feature of the mark. The mark consists of three horizontal circles.

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).

Live/Dead Indicator LIVE

CA 92651

Word Mark CA 92651
Goods and Services (ABANDONED) IC 025. US 022 039. G & S: Men's women's and children's clothing, namely jeans, tops, pants, shorts, skirts, dresses, sweaters, jackets, scarves, belts, footwear and headwear
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78603414
Filing Date April 6, 2005
Current Basis 1B
Original Filing Basis 1B
Owner (APPLICANT) Three Dots, LLC LIMITED LIABILITY COMPANY CALIFORNIA 7042 Lampson Avenue Garden Grove CALIFORNIA 92841
Attorney of Record Arthur S. Rose
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date May 3, 2006

t ● ease

Word Mark T EASE
Goods and Services (ABANDONED) IC 025. US 022 039. G & S: Men's, women's, and children's clothing, namely, tops, pants, shorts, skirts, dresses, sweaters, jackets and scarves
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 26.01.21 - Circles that are totally or partially shaded.
Serial Number 77540344
Filing Date August 6, 2008
Current Basis 1B
Original Filing Basis 1B
Published for Opposition December 30, 2008
Owner (APPLICANT) Three Dots, Inc. CORPORATION CALIFORNIA 7340 Lampson Avenue Garden Grove CALIFORNIA 92841
Attorney of Record James Sakaguchi
Description of Mark The color(s) red and black is/are claimed as a feature of the mark. The mark consists of a black letter "t" followed by a solid red circle and the black letters "ease".

Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date October 26, 2009



Goods and Services (CANCELLED) IC 025. US 022 039. G & S: Men's, women's, and children's clothing, namely, tops, pants, shorts, skirts, dresses, sweaters, jackets and scarves. FIRST USE: 20070801. FIRST USE IN COMMERCE: 20070801

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 26.01.02 - Circles, plain single line ; Plain single line circles
26.01.21 - Circles that are totally or partially shaded.
26.01.31 - Circles - five or more ; Five or more circles

Trademark Search Facility Classification Code SHAPES-CIRCLE Circle figures or designs including semi-circles and incomplete circles

Serial Number 77283996

Filing Date September 19, 2007

Current Basis 1A

Original Filing Basis 1A

Published for Opposition March 11, 2008

Registration Number 3435177

Registration Date May 27, 2008

Owner (REGISTRANT) Three Dots, Inc. CORPORATION CALIFORNIA 7340 Lampson Avenue Garden Grove CALIFORNIA 92841

(LAST LISTED OWNER) THREE DOTS, LLC. LIMITED LIABILITY COMPANY CALIFORNIA 7340 LAMPSON AVE. GARDEN GROVE CALIFORNIA 92841

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Philip Nulud

Description of Mark Color is not claimed as a feature of the mark. The mark consists of three rows of circles, with one circle in the top row, two circles in the middle row and three circles in the bottom row.

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).

Live/Dead Indicator DEAD

Cancellation Date December 28, 2018

THREE DOTS RED

Word Mark THREE DOTS RED
Goods and Services IC 025. US 022 039. G & S: Men's, women's, and children's clothing, namely tops, pants, shorts, skirts, dresses, sweaters, jackets and scarves. FIRST USE: 20070801. FIRST USE IN COMMERCE: 20070801

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Trademark Search Facility Classification Code NUM-3 The number 3 or the word Three

Serial Number 77283989
Filing Date September 19, 2007
Current Basis 1A
Original Filing Basis 1A
Published for Opposition July 1, 2008
Registration Number 3501022
Registration Date September 16, 2008

Owner (REGISTRANT) Three Dots, Inc. CORPORATION CALIFORNIA 7340 Lampson Avenue Garden Grove CALIFORNIA 92841
(LAST LISTED OWNER) THREE DOTS, LLC. LIMITED LIABILITY COMPANY UNITED STATES 7340 LAMPSON AVE. GARDEN GROVE CALIFORNIA 92841

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Philip Nulud

Prior Registrations 2967708

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RED" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20171022.
Renewal 1ST RENEWAL 20171022
Live/Dead Indicator LIVE

Word Mark THREE DOTS
Goods and Services IC 025. US 022.039. G & S: Men's women's and children's clothing, namely tops, pants, shorts, skirts, dresses, sweaters, jackets, scarves, belts, footwear and headwear. FIRST USE: 20041100. FIRST USE IN COMMERCE: 20041100
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76498469
Filing Date March 19, 2003
Current Basis 1A
Original Filing Basis 1B
Published for Opposition December 2, 2003
Registration Number 2967708
Registration Date July 12, 2005
Owner (REGISTRANT) Three Dots, Inc. CORPORATION CALIFORNIA 7340 Lampson Avenue Garden Grove CALIFORNIA 92841
(LAST LISTED OWNER) THREE DOTS, LLC. LIMITED LIABILITY COMPANY UNITED STATES 7340 LAMPSON AVE. GARDEN GROVE CALIFORNIA 92841
Assignment Recorded ASSIGNMENT RECORDED
Prior Registrations 1082681
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20150630.
Renewal 1ST RENEWAL 20150630
Live/Dead Indicator LIVE

Territory: United States of America ("USA") and all its territories and possessions, including areas which the USA claims sovereignty and/or which are under the control of the USA, and further including any property or land owned, held, occupied or claimed by any Indian tribe recognized by the USA (collectively referred to as the "Territory"), **relative to and limited to sales of Licensed Products to the following Persons situated within said Territory:**

1. Costco Wholesale Corporation ("Costco") and all of its wholly owned and/or partially owned subsidiaries and all of the Costco affiliated Persons situated within the Territory.
2. All Casino Retail Locations for which Licensee has previously sold any products or provided any services within the Territory.
3. All E-commerce outlets owned or operated by Licensee and/or its Affiliates and sub-licensees.