

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eucalyptus Three, LLC		07/18/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MerchSource, LLC		
Street Address:	7755 Irvine Center Drive, Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5293003	MR. PIP	
Registration Number:	5293002		
Serial Number:	87232972	MR. PIP	
Serial Number:	87233272		
CORRESPONDENCE DATA			
Fax Number:			
	<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:	8186548841		
Email:	trademarks@avynolaw.com		
Correspondent Name:	Jennifer Hamilton		
Address Line 1:	6345 Balboa Blvd., Suite 208		
Address Line 4:	Encino, CALIFORNIA 91316		
NAME OF SUBMITTER:	Jennifer Hamilton		
SIGNATURE:	/Jennifer Hamilton/		
DATE SIGNED:	06/07/2019		
Total Attachments: 6			
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ASSET PURCHASE AGREEMENT

by and among

Eucalyptus Three, LLC, as Seller

and

MerchSource, LLC, as Buyer

July 18, 2018

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is dated July 18, 2018 (the "Closing Date"), by and among MerchSource, LLC, a Delaware limited liability company ("Buyer"), Eucalyptus Three, LLC, a California limited liability company ("Seller"), and solely for the purposes of Section 6.1, Pip Tompkin (the "Principal").

WHEREAS, Seller is engaged in the business of operating an industrial design, brand strategy, and product innovation studio specializing in design and development of consumer and enterprise products (the "Business");

WHEREAS, Seller is sole the owner of the Assets;

WHEREAS, Buyer desires to purchase, acquire and accept from Seller, and Seller desires to sell, convey, transfer, assign, grant and deliver to Buyer, the Assets, in each case on the terms and subject to the conditions of this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer, Pip Tompkin, Inc., a California corporation ("PTI"), and Pip Tompkin are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the "PTI APA");

Redacted

Redacted

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the parties hereby agree as follows:

ARTICLE I. PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and

Buyer hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in and to all of the following properties, assets and rights in each case that are used or held for use in, or that were developed for use in, or otherwise relate to the Business, but in no event including any of the Excluded Assets (collectively, the "Assets"), free and clear of all Encumbrances other than Permitted Encumbrances:

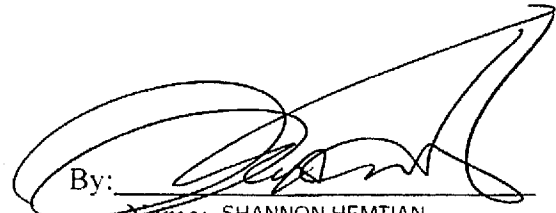
- (a) all inventories and supplies used primarily by the Business;
- (b) all equipment, molds, tools, furniture and furnishings, leasehold improvements, goods, office equipment and supplies, computers and related equipment, telephones, and other fixed assets of any kind, in each case, used primarily by the Business; and
- (c) all Business Intellectual Property (including Trademarks, trade names URLs and social media handles containing "MR. PIP"), together with the right to sue and obtain damages and equitable relief for past, present and future infringement, misappropriation, dilution or violation thereof or unfair competition therewith, and all other intangible rights and property used primarily by the Business, including going concern value, and all goodwill associated therewith.

*Redacted
through
signature page*

IN WITNESS WHEREOF, the parties have duly signed this Agreement the day and year first written above.

SELLER

EUCALYPTUS THREE, LLC

By: 

Name: SHANNON HEMTIAN

Title: CEO

PRINCIPAL

(for purposes of Section 6.1 only)

PIP TOMPKIN



BUYER

MERCHSOURCE, LLC

By: 

Name: Adam Gromfin

Title: Vice President

Schedule 4.11

Business Intellectual Property

1. Registered and applied-for and material unregistered Trademarks (including domain names and social media) included in the Business Intellectual Property:
 - a. USPTO Reg. No. 5293003 for "MR. PIP" (Filed 11/10/2016; Reg'd 09/19/2017)
 - b. USPTO Reg. No. 5293002 for MR PIP BOWLER LOGO (Filed 11/10/2016; Reg'd 09/19/2017)
 - c. USPTO Ser. No. 87232972 for "MR. PIP" (Filed 11/10/2016)
 - d. USPTO Ser. No. 87233272 for MR PIP BOWLER LOGO (Filed 11/10/2016)

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