

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gump's Corp.		07/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GH Acquisition LLC		
Street Address:	8905 W Post Rd.		
Internal Address:	Suite 200		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89148-2429		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5147756	135 POST	
Registration Number:	5087755	THE RARE, THE UNIQUE, THE IMAGINATIVE	
Registration Number:	4955431		
Registration Number:	4742345	STYLE BY GUMPS	
Registration Number:	4168786	GUMP'S STYLE	
Registration Number:	3808534	BAROQUE PEARL	
Registration Number:	3315468	GUMP'S SAN FRANCISCO	
Registration Number:	2540352	GUMP'S	
Registration Number:	1913986	THE RARE, THE UNIQUE, THE IMAGINATIVE	
Registration Number:	1771023	GUMP'S	
Registration Number:	0506994	GUMP'S	
Registration Number:	0516417	GUMP'S	
Registration Number:	0516418	GUMP'S	
Registration Number:	0512182	GUMP'S	
Registration Number:	0515064	GUMP'S	
Registration Number:	0506525	GUMP'S	
CORRESPONDENCE DATA			

CH \$415.00 5147756

Fax Number: 4153584738

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: 4159573036

Email: SFTM@duanemorris.com

Correspondent Name: MARK A. STEINER

Address Line 1: Spear Tower, One Market Plaza, Ste. 2200

Address Line 4: San Francisco, CALIFORNIA 94105-1127

NAME OF SUBMITTER:	Patricia Picou Green, Paralegal
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SIGNATURE:	/Patricia Picou Green/
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DATE SIGNED:	08/06/2019
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Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is entered into as of July 1, 2019, by and between (a) Gump's Holdings, LLC, a Nevada limited liability company, Gump's Corp., a corporation formed under the laws of the State of California, and Gump's by Mail, Inc., a corporation formed under the laws of the State of Delaware (each, individually an "Assignor", collectively, the "Assignors"), on one hand, (b) GH Acquisition, LLC, a limited liability company formed under the laws of the State of Nevada ("Assignee"), on the other hand. Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below). Assignor and Assignee are referred to in this Assignment each as a "Party", and collectively as the "Parties."

RECITALS

A. Assignor owns the trademarks, domain names and other intellectual property set forth on Exhibit A, and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Transferred IP and Intangible Assets").

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed, among other things, to assign the Transferred IP and Intangible Assets to Assignee, subject to the terms and conditions of this Assignment.

AGREEMENT

The Parties agree as follows:

1. Assignment. Assignor irrevocably conveys, transfers, and assigns to Assignee and Assignee accepts all of Assignor's right, title, and interest in and to the Transferred IP and Intangible Assets, free and clear of any liens, together with all of Assignor's related common law rights in all jurisdictions; all rights to any royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect thereto; claims, causes of action, and rights to recover with respect thereto, whether accruing before, on, and/or after the date of this Assignment, including all claims, causes of action, and rights for damages and payments, restitution, and injunctive and other legal and equitable relief for past, present, or future infringements, violations, misuses or misappropriations, breaches, or defaults thereof; and the goodwill associated with the Transferred IP and Intangible Assets.

2. Assignee's Use and Enjoyment. The rights, title, and interest assigned under Section 1 will be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

3. Rights to Record. Assignor hereby grants Assignee powers of attorney to file this Assignment before the relevant intellectual property authorities of any countries to effect the assignment of Transferred IP and Intangible Assets in the name of Assignee. Assignor authorizes the officials of any such entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date of this Assignment, upon Assignee's reasonable request, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and other legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Transferred IP and Intangible Assets to Assignee or any assignee or successor thereto.

4. Further Assurances. Each of the Parties agrees to cooperate and to execute and deliver to the other Parties such further instruments, and to take such further actions, as may be reasonably requested by such other Parties to evidence and reflect the transactions contemplated by this Assignment.

5. Conflicts and Inconsistencies. This Assignment is executed and delivered by Assignor and Assignee pursuant to the Asset Purchase Agreement, subject to the covenants, representations, and warranties in the Asset Purchase Agreement. No provisions set forth herein will be deemed to enlarge, expand, alter, or amend the terms or provisions of the Asset Purchase Agreement. In the event of any conflict between the provisions herein and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control.

6. Governing Law. The internal Laws of the State of Nevada, irrespective of its conflict of laws principles, will govern the validity of this Assignment.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email (including in PDF format), will be deemed an original, and all of which will constitute one and the same Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

"ASSIGNOR"

GUMP'S CORP.

By: _____
Name: TONY LOPEZ
Title: CEO/COO

GUMP'S BY MAIL, INC.

By: _____
Name: TONY LOPEZ
Title: CEO/COO

GUMP'S HOLDINGS, LLC

By: _____
Name: TONY LOPEZ
Title: CEO/COO

"ASSIGNEE"

GH Acquisition, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

"ASSIGNOR"

GUMP'S CORP.

By: _____
Name: _____
Title: _____

GUMP'S BY MAIL, INC.


By: _____
Name: _____
Title: _____

GUMP'S HOLDINGS, LLC

By: _____
Name: _____
Title: _____

"ASSIGNEE"

GH Acquisition, LLC, a Nevada limited liability company





By: 
Name: JOHN CHACHOS
Title: MANAGER

Domain Names

Domain Names		
Gumps.com	Gumpsbridalregistry.net	BabyGumps.net
Gumpsbymail.net	Gumpsbymail.com	Gumps.net
Gumpsf.com	Gumpsgifts.com	Gumpsbridal.com
Babygumps.com	Gumpsgifts.net	Gumpsbridal.net
Giftregistration.com	Santabythebay.biz	Gumpsbridalregistry.com
gumps.org.cn	Santabythebay.com	mingus.asia
gumps.cc	Santabythebay.net	gumps.jp
gumps.hk	gumps.com.tw	gumps.fr
gumps.tw	gumps.it	

135post.com

Trademarks

Owner	Trademark	Class / Reg. No.	Issue Date
Gump's Corp.	DESIGN 	86/824499	11/18/2015
Gump's Corp.	DESIGN 	86/733396	8/21/2015
Gump's Corp.	THE RARE. THE UNIQUE. THE IMAGINATIVE	86/708075	7/29/2015
Gump's Corp.	Style by Gump's and Design 	4742345	5/26/2015
Gump's Corp.	Gump's Style and Design 	4168786	7/3/2011
Gump's Corp.	BAROQUE PEARL	3808534	6/22/2010
Gump's Corp.	GUMP'S SAN FRANCISCO	3315468	10/23/2007
Gump's Corp.	GUMP'S	2540352	2/19/2002
Gump's Corp.	GUMP'S - Word	TMA552765 (Canada)	10/22/2001

Gump's Corp.	THE RARE, THE UNIQUE, THE IMAGINATIVE	1913986	8/22/1995
Gump's Corp.	GUMP'S - Word	1771023	5/18/1993
Gump's Corp.	GUMP'S	0506994	2/22/1949
Gump's Corp.	GUMP'S	0516417	10/18/1949
Gump's Corp.	GUMP'S	0516418	10/18/1949
Gump's Corp.	GUMP'S - Word	0512182	7/12/1949
Gump's Corp.	GUMP'S - Word	0515064	9/13/1949
Gump's Corp.	GUMP'S	0506525	2/8/1949
Gump's Corp.	GUMP'S - Word	EUIPO Application No. 000917633	3/10/2008

Commercials/Marketing Material

Video advertising media created in 2018, including music compositions as well as video montage used in spot television