

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hurley International LLC		12/06/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	HRLY Brand Holdings LLC		
Street Address:	240 Madison Avenue		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3596523		
Registration Number:	3613912		
Registration Number:	4268496	MICROPHONE FOR YOUTH	
Registration Number:	2484181	HURLEY	
Registration Number:	3755383	H2O	
Registration Number:	2406896		
Registration Number:	2363365	SALVATION	
Registration Number:	3606398		
Registration Number:	2780274	HURLEY	
Registration Number:	4141162		
Registration Number:	2789401		
Registration Number:	2334509	HURLEY	
Registration Number:	3699709	SALVATION	
Registration Number:	3596522	HURLEY	
Registration Number:	4376339	FLAMMO	
Registration Number:	4761631	PHANTOM FREE	
Registration Number:	4324706	SALVATION	

OP \$440.00 3596523

CORRESPONDENCE DATA**Fax Number:** 5168690991*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:** 516-869-6422**Email:** legalsiegal@aol.com**Correspondent Name:** Laura B. Siegal**Address Line 1:** 39 Chestnut Road**Address Line 4:** Manhasset, NEW YORK 11030

NAME OF SUBMITTER:	Laura B. Siegal
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SIGNATURE:	/Laura B. Siegal/
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DATE SIGNED:	12/09/2019
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

BY HURLEY INTERNATIONAL LLC TO HIRLY BRAND HOLDINGS LLC

DECEMBER 6, 2019

WHEREAS, HURLEY INTERNATIONAL LLC, a Oregon limited liability company ("Assignor"), is the owner of all right, title and interest in and to (i) all registrations and pending United States trademarks and applications identified on Schedule A attached hereto and made a part hereof; (the "U.S. Trademarks");

WHEREAS, HIRLY BRAND HOLDINGS LLC, a Delaware liability company having offices at 240 Madison Avenue, 15th Floor, New York, New York 10016 ("Assignee"), is interested in acquiring the U.S. Trademarks, and all of the goodwill of the business associated therewith;

NOW THEREFORE, in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, all of Assignor's right, title and interest in and to (a) the U.S. Trademarks, (b) all of the goodwill of such business of Assignor, symbolized by the U.S. Trademarks and all common law rights associated therewith, (c) the exclusive right to use and/or register the U.S. Trademarks, in any style or font as a trademark, in the United States, its territories, possessions and commonwealths, (d) all claims against third parties for past, present or future infringements of any of the U.S. Trademarks or the goodwill associated therewith, and (e) any rights in respect to injury to the aforesaid goodwill and the right to sue for the same.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the U.S. Trademarks.

Assignor further hereby revokes all previous powers of attorney related to the U.S. Trademarks.

Assignor further agrees, at the reasonable request of Assignee and without charge or cost to Assignor, promptly to (i) execute and have executed and cause its affiliates to execute any and all other documents of any kind whatsoever, and to provide whatever indemnification may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment and any new applications with the United States Patent and Trademark Office so that Assignee's ownership of the U.S. Trademarks is duly made of record.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

HURLEY INTERNATIONAL LLC

By: HRLY Acquisition LLC, its Manager

By: HRLY Brand Management LLC, its Manager

By: HRLY BSA Group LLC, its Manager

By: _____
Name: Joseph Gabbay
Title: Manager

HRLY BRAND HOLDINGS LLC




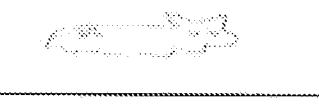


By: HRLY Brand Management LLC, its Manager

By: HRLY BSA Group LLC, its Manager

By: _____
Name: Joseph Gabbay
Title: Manager

SCHEDULE A

U.S. Trademarks

DESCRIPTION OF MARK	MARK	CLASSES	REG. NO.
H Solid		9,35	3,596,523
H Solid		35,41	3,613,912
MICROPHONE FOR YOUTH	MICROPHONE FOR YOUTH	25	4,268,496
HURLEY	HURLEY	16	2,484,181
H2O (stylized)	H ₂ O	25	3,755,383
H with outline		18,25	2,406,896
SALVATION	SALVATION	25	2,363,365
Rabbit with H Design		25	3,606,398
HURLEY	HURLEY	25	2,780,274
Hurley Plaid Design (black and white)		25	4,141,162
H with outline		25	2,789,401
HURLEY	HURLEY	18,25,28	2,334,509
SALVATION	SALVATION	25	3,699,709
HURLEY	HURLEY	35	3,596,522

	FLAMMO		
FLAMMO		25	4,376,339
	PHANTOM FREE		
Phantom Free		25	4,761,631
	SALVATION		
SALVATION		35	4,324,706