

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558355

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cal Trend Accessories, LLC		01/17/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GAHH, LLC		
<b>Street Address:</b>	11128 Gault Street		
<b>City:</b>	North Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91605		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5918650	CALTREND	
<b>Registration Number:</b>	5744627	SMART DENIM	
<b>Registration Number:</b>	4860827	I CAN'T BELIEVE IT'S NOT SHEEPSKIN	
<b>Registration Number:</b>	3442795	ICANTBELIEVEITSNOTLEATHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<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>			
<b>Phone:</b>	615-850-8741		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Robert P. Felber, Jr.		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	034700.97537		
<b>NAME OF SUBMITTER:</b>	Robert P. Felber, Jr.		
<b>SIGNATURE:</b>	/ROBERT P. FELBER, JR./		
<b>DATE SIGNED:</b>	01/21/2020		
<b>Total Attachments: 8</b>			

OP \$115.00 5918650

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**ASSIGNMENT OF TRADEMARKS/SERVICE MARKS, ACCOMPANYING  
REGISTRATIONS AND GOODWILL**

Effective as of January 13<sup>th</sup> 2020 (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cal Trend Accessories, LLC a California limited liability company with offices at 2121 South Anne Street, Santa Ana, California 92704 (the "Assignor"), does hereby sell, assign, transfer and set over to GAHH, LLC, a Texas limited liability company with offices at 11128 Gault Street, North Hollywood, California 91605 (the "Assignee"), all of Assignor's rights, title and interest in and to the trademarks and/or service marks listed on Exhibit A attached hereto (the "Marks"), the applications and registrations therefor, any issuances, renewals or extensions of such registrations, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

- (a) All required filings and fees related to the Marks have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and the Marks are in good standing;
- (b) Assignor owns all right, title and interest in and to the Marks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Marks and Assignor's ownership and use thereof;
- (c) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Marks. The Marks are not subject to any claims of infringement, cancellation action or other challenge; and

- (e) The Marks are not subject to any judgement or co-existence, settlement, or other agreement that imposes any restrictions on how the Marks may be used or displayed.

Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

Assignor agrees to execute and deliver at the request of Assignee, and at Assignee's sole cost and expense, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

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

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**

CAL TREND ACCESSORIES,  
LLC

GAHH, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Name: ASHOK WADHWA  
Title: President

Name: Rodney Wells  
Title: President

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )



**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF TRADEMARKS/SERVICE MARKS, ACCOMPANYING**  
**REGISTRATIONS AND GOODWILL**

	MARK	COUNTRY	REG. NO.	REG. DATE	CLASS	GOODS/SERVICES
1.	CALTREND	US	5918650	11/26/2019	012  035	Automobile accessories, namely, fitted automobile and truck seat covers  Online retail store services featuring automobile accessories, namely, automobile and truck seat covers
2.	SMART DENIM	US	5744627	5/7/2019	012	Automobile accessories, namely, fitted automobile seat covers made of denim fabrics
3.	I CAN'T BELIEVE IT'S NOT SHEEPSKIN	US	4860827	11/24/2015	012	Automobile accessories, namely, automobile seat covers made of fabrics that imitate sheepskin
4.	ICANTBELIEVEITSN OTLEATHER	US	3442795	6/3/2008	012	Automobile accessories, namely, automobile seat covers made of vinyl and other fabrics that imitate leather

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of ORANGE )

On 1/17/2020 before me, HILLAL BARADEHI NOTARY PUBLIC  
(Please print name and title of the officer)

personally appeared ASHOK WADHERA,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hillal Baradehi  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

ASSIGNMENT  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 1/17/2020

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer  
President  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

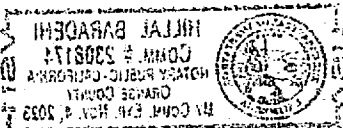
### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Handwritten text at the top of the page, possibly a header or title, appearing as "W. J. ..."

Handwritten text in the middle of the page, possibly a name or address, appearing as "A. K. ..."



Handwritten text below the stamp, possibly a signature or date, appearing as "Nov 4 1933"

Handwritten text in the lower right area, possibly a name or title, appearing as "Assignment"

Handwritten text in the lower right area, possibly a signature or date, appearing as "W. J. ..."

Handwritten text in the lower right area, possibly a name or title, appearing as "Assignment"



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California )

County of Orange )

On 1/17/2020 before me, HILLAL BARADEHI Notary Public  
(Here insert name and title of the officer)

personally appeared RODNEY WELLS  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hillal Baradehi  
Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

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Number of Pages 4 Document Date 1/17/20

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Corporate Officer  
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Partner(s)

Attorney-in-Fact

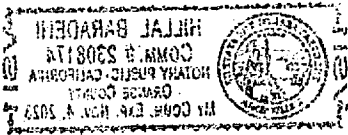
Trustee(s)

Other \_\_\_\_\_

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  - Securely attach this document to the signed document with a staple.

*[Faint, illegible handwritten text]*



*[Handwritten signature]*

*[Handwritten text]*

*[Handwritten text]*

*[Handwritten text]*