

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VB Management Group, LLC		08/12/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smoke Tree Group, LLC		
<b>Street Address:</b>	777 Tahquitz Canyon Way, ste. 200-104		
<b>City:</b>	Palm Springs		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92262		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87500196	N	
<b>Serial Number:</b>	87500195	N	
<b>Serial Number:</b>	87500190	NATIV	
<b>Serial Number:</b>	87500188	NATIV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4153060890		
<b>Email:</b>	james@marionesq.com		
<b>Correspondent Name:</b>	James P Marion		
<b>Address Line 1:</b>	1801 9th Avenue		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94122		
<b>NAME OF SUBMITTER:</b>	James P Marion		
<b>SIGNATURE:</b>	/James Marion/		
<b>DATE SIGNED:</b>	08/12/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 12, 2020 ("**Effective Date**"), is made by **VB MANAGEMENT GROUP, LLC**, a California limited liability company, with address at 3109 6<sup>th</sup> Street, Santa Monica, CA 90405 ("**Seller**"), in favor of **SMOKE TREE GROUP, LLC**, a California limited liability company, with address at 777 Tahquitz Canyon Way, ste. 200-104, Palm Springs, CA 92262 ("**Buyer**"), and is then again made in favor of **DOGTOWN DESIGN STUDIO LLC**, a Delaware limited liability company, with address at 2334 Clement Avenue, Venice, CA 90291 ("**Assignee**").

WHEREAS, Seller did on December 1, 2017, via separate instrument, transfer and assign to Buyer, among other assets, certain intellectual property of Seller including the NATIV brand trademarks, and agreed to execute and deliver this Trademark Assignment, for recording with various authorities as necessary; and

WHEREAS, Seller was then owner of the trademarks, as well as the federal trademark applications, as set forth in the attached **Schedule 1** ("**Trademarks**"); and

WHEREAS, with ownership of the Trademarks having transferred to Buyer, Buyer did then on July 10, 2020, via separate instrument, agree to assign all rights that Buyer had in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof, to Assignee; and

WHEREAS, all parties agree that this Trademark Assignment shall supersede prior separate instruments and be the controlling instrument with regards to chain of title and determining Assignee's ownership of the Trademarks;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, Buyer hereby accepts and then irrevocably conveys, transfers and assigns to Assignee, all right, title and interest in and to the following, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) the Trademarks set forth in **Schedule 1** attached hereto;

(b) all rights of any kind whatsoever of Seller and then Buyer accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller and Buyer authorize the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Seller and Buyer shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment 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 Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

*[signature page follows]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Date.

**VB MANAGEMENT GROUP, LLC**

By: *Bryan Fixelle*  
BRYAN FIXELLE

By: *Jason Osni*  
JASON OSNI

AGREED TO AND ACCEPTED:

**SMOKE TREE GROUP, LLC**

By: *Robert Van Roo*  
ROBERT VAN ROO

AGREED TO AND ACCEPTED:

**DOGTOWN DESIGN STUDIO LLC**

By: *Bryan Fixelle*  
BRYAN FIXELLE

## SCHEDULE 1

### US Federal Trademark Applications:

- 1) NATIV N Logo (IC 41) – Serial No. 87500196
- 2) NATIV N Logo (IC 34) – Serial No. 87500195
- 3) NĀTIV Logo (IC 35) – Serial No. 87500190
- 4) “NATIV” word mark (IC 41) – Serial No. 87500188