

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABG-AERO IPCO, LLC		08/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Maui and Sons		
Street Address:	17383 Sunset Blvd., Suite 101		
City:	Pacific Palisades		
State/Country:	CALIFORNIA		
Postal Code:	90272		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88778041		
Serial Number:	88777924		
Serial Number:	88778048		
Serial Number:	88778045		
Registration Number:	6024747	JIMMY'Z	
Registration Number:	4594167	JIMMY'Z	
CORRESPONDENCE DATA			
Fax Number:	7032436410		
<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:	703-465-5356		
Email:	major@mwzb.com		
Correspondent Name:	Scott J. Major		
Address Line 1:	2200 Clarendon Blvd., 14th Floor		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Scott J. Major		
SIGNATURE:	/Scott J. Major/		
DATE SIGNED:	09/03/2020		

OP \$165.00 88778041

Total Attachments: 4

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 13th day of August, 2020 by and between ABG-AERO IPCO, LLC, a Delaware limited liability company ("Assignor"), and Maui and Sons, a domestic stock company organized in the State of California ("Assignee"). Assignor and Assignee are sometimes hereinafter collectively referred to as the "Parties," or individually as a "Party."

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest (whether statutory, common law or otherwise) in and to its JIMMY'Z trademarks and related "Woody" logos (the JIMMY'Z trademarks and Woody logos collectively referred to hereinafter as "the Trademarks") that are the subject of existing trademark registrations (the "Existing Registrations") and pending trademark applications (the "Pending Applications") as set forth on Schedule A hereto, together with the goodwill associated with any of the Trademarks and all registrations, applications for registration, renewals and extensions therefor.

NOW THEREFORE, for the sum of Ten U.S. Dollars (\$10.00 USD) and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor acknowledges that Assignee has been its licensee as to the Trademarks, and that Assignee is the successor to the ongoing and existing portion of Assignor's business to which the Trademarks pertain. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee (i) all its right, title and interest (whether statutory, common law or otherwise) in and to the Trademarks, together with the goodwill associated with any of the Trademarks; (ii) all of its right, title and interest in and to the Existing Registrations and Pending Applications; and (iii) all claims, causes of action and other legal rights and remedies, whether or not known as of the date hereof, relating to the ownership of the Trademarks, the Existing Registrations and the Pending Applications. The foregoing assignment includes, but is not limited to, the rights to (a) apply for and maintain all registrations and renewals of the Existing Registrations, (b) file documents required to advance the Pending Applications to registration, (c) bring actions or otherwise recover for infringements, dilutions or other violations thereof, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements, dilutions and other violations of the Existing Registrations, and (d) file documents reflecting changes of corporate name or form relating to the Existing Registrations and Pending Applications.
2. Further Assurances. Subject to the terms and conditions of this Assignment, each Party agrees to use its commercially reasonable efforts, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to effectuate, confirm and/or record the assignment granted herein with any applicable government entity. For the avoidance of doubt, Assignee shall pay all of the costs and fees (including attorneys' fees and governmental filings fees) associated with the foregoing and with any other filings that may be required for the continuing protection and transfer of the ownership of the Trademarks to Assignee, including, specifically, the recordation in any trademark

office of this Assignment or any other forms of assignment reasonably requested by Assignee.

3. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns.
4. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the laws of New York, United States of America without regard to conflict of law principles thereof.
5. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party has received a counterpart signed by the other Party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ABG-AERO IPCO, as Assignor

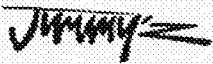
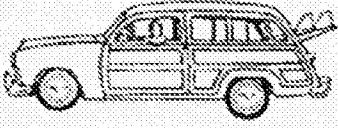
By: Jay Dubiner
Name: Jay Dubiner
Title: General Counsel

Maui and Sons, as Assignee

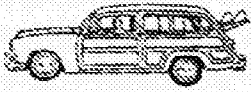
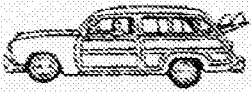

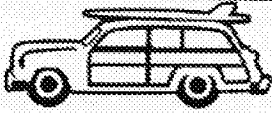
By: [Signature]
Name: James DeMet
Title: President

SCHEDULE A
ASSIGNED TRADEMARKS

Existing Registrations

Trademark	Country	Application Number	Registration Number
JIMMY'Z	Canada	585544	TMA483286
JIMMY'Z	Canada	580591	TMA524589
	Canada	692065	TMA436734
	Canada	585531	TMA375992
JIMMY'Z	United States of America	85982067	4594167
JIMMY'Z	United States of America	87929400	6024747

Pending Applications

Trademark	Country	Application Number
	United States of America	88777924
	United States of America	88778041
	United States of America	88778045
	United States of America	88778048