

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605709

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900573520		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMEB II CORPORATION		09/01/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SEAJACK, LLC.		
<b>Street Address:</b>	1200 MAIN STREET		
<b>City:</b>	IRVINE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4036304	SBICCA HAND MADE IN CALIFORNIA	
<b>Registration Number:</b>	4036305	SBICCA OF CALIFORNIA	
<b>Registration Number:</b>	4112728	SBICCA	
<b>Registration Number:</b>	4112729	SBICCA ORIGINALS	
<b>Registration Number:</b>	4039752	SHOES N STUFF BY SBICCA	
<b>Registration Number:</b>	3057192	SHOES 'N STUFF	
<b>Registration Number:</b>	4756687	SBICCA HAND MADE IN THE USA	
<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>	9287172218		
<b>Email:</b>	dsglaw@msn.com		
<b>Correspondent Name:</b>	DONALD STEVEN GRIER		
<b>Address Line 1:</b>	1800 TIMBER COVE LANE		
<b>Address Line 4:</b>	PRESCOTT, ARIZONA 86305		
<b>ATTORNEY DOCKET NUMBER:</b>	SBICCA-ASSIGN		
<b>NAME OF SUBMITTER:</b>	Donald S. Grier		

<b>SIGNATURE:</b>	/DSG/
<b>DATE SIGNED:</b>	10/29/2020
<b>Total Attachments: 11</b> source=SeaJack - IP Assignment#page1.tif source=SeaJack - IP Assignment#page2.tif source=SeaJack - IP Assignment#page3.tif source=SeaJack - IP Assignment#page4.tif source=SeaJack - IP Assignment#page5.tif source=SeaJack - IP Assignment#page6.tif source=SeaJack - IP Assignment#page7.tif source=SeaJack - IP Assignment#page8.tif source=SeaJack - IP Assignment#page9.tif source=SeaJack - IP Assignment#page10.tif source=SeaJack - IP Assignment#page11.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of September 1, 2020, by EMEB Corporation, a California corporation ("EMEB"), EMEB II Corporation, a California corporation ("EMEB II), Palos Verdes Footwear, Inc., a California coporation ("PV") Vita E Amore, Inc., a California corporation ("Vita"), and Insolvency Services Group, Inc., solely in its capacity as the assignee for the benefit of the creditors of PV, Vita, EMEB and EMEB II ("ISG") in favor of SeaJack LLC, dba Flojos, a Delaware limited liability company. EMEB, EMEB II, PV, and ISG are each an "Assignor" and collectively, "Assignors." Buyer and Seller may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

### WITNESSETH:

WHEREAS, EMEB, EMEB II, and PV represented to ISG that each entity owned the trademarks, trademark registrations, trademark applications, domains and other intellectual property identified on Schedule A attached hereto (collectively, the "Purchased Trademarks").

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of September 1, 2020 ("Agreement"). The terms of the Agreement are incorporated by this reference as if fully set forth herein. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, pursuant to the terms and subject to the conditions of the Agreement, the Parties agreed that Seller would transfer, or cause to be transferred, to Buyer the Intellectual Property set forth in the Agreement, including, but not limited to, the Purchased Trademarks; and

WHEREAS, pursuant to the Agreement, Seller has agreed, among other things, to sell, assign, transfer, convey and deliver, and Buyer has agreed to purchase, acquire and accept, the Acquired Assets, in each case all upon the terms and subject to the conditions set forth therein.

WHEREAS, pursuant to the Agreement, Seller desires to sell, assign, transfer, convey and deliver to Buyer all Seller's right, title and interest in, to and under all of the Intellectual Property, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U. S. Patent and Trademark Office. Assignors desire to assign to Buyer all of the rights in and to all of the intellectual property set forth in the Agreement owned by Assignors, including the Purchased Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

**1. Assignment.** On and subject to the terms and conditions of the Agreement, Seller hereby unconditionally sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, all right, title and interest in, to and under the Intellectual Property and Intellectual Property Rights, including the Purchased Trademarks, which is included within, or which is a part of, the Acquired Assets, the same to be owned or licensed (as applicable), held and enjoyed by

Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which such Intellectual Property is or may be licensed, granted or reissued as entirely as the same would have been held and enjoyed by Seller had this sale, assignment, transfer, conveyance and delivery not been made (excluding any actions by Buyer following such sale, assignment, transfer, conveyance and delivery); together with all claims for damages by reason of past infringements of such Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Seller acknowledges that it shall have no further rights to such Intellectual Property and Intellectual Property Rights, including, without limitation, any licenses to such Intellectual Property, or the rights to create derivative works therefrom, and that any further modification, improvement or invention by Buyer based on or in connection with such Intellectual Property will be solely owned by Buyer. Nothing contained herein shall grant or assign to Buyer any rights or interest in any of the Excluded Assets, or otherwise constitute a conveyance of rights which is greater than contemplated in the Agreement. This assignment of such Intellectual Property is on an "as-is where is" basis with no representations or warranties, either express or implied, of any type or kind whatsoever, express or implied, as more particularly specified in the Agreement and except as otherwise provided in the Agreement.

**2. Power of Attorney.** Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney in fact, with full power of substitution in Seller's name and stead, for the sole and only purpose of executing, acknowledging and delivering any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable. Buyer shall in no event whatsoever take any action which (i) imposes or has the potential to impose any financial obligation or any liability upon Seller, or (ii) causes Seller to be designated or named as a party to any lawsuit or other legal proceeding without first obtaining Seller's prior written consent, and nothing contained herein shall be construed as granting Buyer the authority to do so.

**3. Recording.** Buyer may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

**4. Further Assurances.** At any time and from time to time after the date hereof, at Buyer's reasonable request and without further consideration therefor, Seller agrees that it will execute and deliver to Buyer such other instruments of sale, assignment, transfer, conveyance and delivery, provide such materials and information and take such other actions, as may reasonably be necessary in order to more effectively assign, transfer and convey unto Buyer, or confirm Buyer's title or rights in or to, all of the Intellectual Property or Intellectual Property Rights assigned, transferred and conveyed by Seller to Buyer pursuant hereto, to put Buyer in actual possession and control of the Intellectual Property or Intellectual Property Rights assigned, transferred and conveyed by Seller to Buyer pursuant hereto to the full extent permitted by applicable law, and to assist Buyer in exercising and enjoying all rights and benefits appurtenant thereto, provided that Seller shall not be required to incur any expense or liability in connection therewith.

5. **Conflict with Agreement.** Buyer and Seller hereby acknowledge and agree that the provisions of this Assignment shall not limit nor enlarge the full force and effect of the terms and provisions of the Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail, govern and control in all respects without limitation.

6. **Amendments; Waiver.** This Assignment may not be amended, modified or supplemented except (a) by an instrument in writing signed by, or on behalf of, the parties hereto or (b) by a waiver. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Assignment. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

7. **Headings; Interpretation.** The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment.

8. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9. **Assignment.** This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

10. **Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS OF EACH PARTY ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

11. **Counterparts.** This Assignment may be executed in one or more counterparts, (including via telecopied or electronically transmitted (including .pdf) signature pages) and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

**BUYER:**

**SEAJACK LLC, dba FLOJOS,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: *Edna Dickinson*

Title: CEO

**ASSIGNORS:**

**EMEB, a California corporation, EMEB II, a California corporation, and Palos Verdes Footwear, Inc., a California corporation, by INSOLVENCY SERVICES GROUP, INC., a California corporation, solely in its capacity as assignee under Palos Verdes Footwear, Inc., a California corporation, Vita E Amore, Inc., a California corporation, EMEB Corporation, a California corporation, and EMEB II Corporation, a California corporation**

By: \_\_\_\_\_

Name: Joel Weinberg

Title: President

**INSOLVENCY SERVICES GROUP, INC., a California corporation, solely in its capacity as assignee under Palos Verdes Footwear, Inc., a California corporation, Vita E Amore, Inc., a California corporation, EMEB Corporation, a California corporation, and EMEB II Corporation, a California corporation**

By: \_\_\_\_\_

Name: Joel Weinberg

Title: President

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

**BUYER:**

**SEAJACK LLC, dba FLOJOS,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Dickinson  
Title: CEO

**ASSIGNORS:**

**EMEB, a California corporation, EMEB II, a California corporation, and Palos Verdes Footwear, Inc., a California corporation, by INSOLVENCY SERVICES GROUP, INC.,** a California corporation, solely in its capacity as assignee under Palos Verdes Footwear, Inc., a California corporation, Vita E Amore, Inc., a California corporation, EMEB Corporation, a California corporation, and EMEB II Corporation, a California corporation

By: \_\_\_\_\_  
Name: Joel Weinberg  
Title: President

**INSOLVENCY SERVICES GROUP, INC.,** a California corporation, solely in its capacity as assignee under Palos Verdes Footwear, Inc., a California corporation, Vita E Amore, Inc., a California corporation, EMEB Corporation, a California corporation, and EMEB II Corporation, a California corporation

By: \_\_\_\_\_  
Name: Joel Weinberg  
Title: President

**SCHEDULE A**

**Trademarks**

<b>MARK</b>	<b>SERIAL NUMBER / REGISTRATION NUMBER</b>	<b>COUNTRY / CONTINENT</b>	<b>HOLDER</b>
<b>SBICCA Hand Made in California</b>	<b>1528244 / TMA877839</b>	<b>Canada</b>	<b>EMEB II</b>
<b>SBICCA Hand Made in California</b>	<b>014548044 / 014548044</b>	<b>Europe</b>	<b>EMEB II</b>
<b>SBICCA Hand Made in California</b>	<b>85/179,914 / 4,036,304</b>	<b>USA</b>	<b>EMEB II</b>
<b>SBICCA Hand Made In California</b>	<b>1533494 / TMA842,688</b>	<b>Canada</b>	<b>EMEB II</b>
<b>SBICCA Of California</b>	<b>010101525 / 010101525</b>	<b>Europe</b>	<b>EMEB II</b>
<b>SBICCA Of California</b>	<b>2012-055247 / 5576730</b>	<b>Japan</b>	<b>EMEB II</b>
<b>SBICCA Of California</b>	<b>1625754 / 1565556</b>	<b>Mexico</b>	<b>EMEB II</b>
<b>SBICCA Of California</b>	<b>85/179,921 / 4,036,305</b>	<b>USA</b>	<b>EMEB II</b>
<b>SBICCA (wordmark)</b>	<b>014281711 / 014281711</b>	<b>Europe</b>	<b>EMEB II</b>
<b>SBICCA (wordmark)</b>	<b>3672646 / 3672646</b>	<b>India</b>	<b>EMEB II</b>
<b>SBICCA (wordmark)</b>	<b>40-2015-0013284 / 40-1152169</b>	<b>South Korea</b>	<b>EMEB II</b>
<b>SBICCA (wordmark)</b>	<b>1625755 / 1565557</b>	<b>Mexico</b>	<b>EMEB II</b>
<b>SBICCA (wordmark)</b>	<b>11433603 / 11433603</b>	<b>China</b>	<b>EMEB II</b>
<b>SBICCA (wordmark)</b>	<b>85/179,925 / 4,112,728</b>	<b>USA</b>	<b>EMEB II</b>
<b>SBICCA (wordmark)</b>	<b>4-2017-37920</b>	<b>Vietnam</b>	<b>EMEB II</b>
<b>SBICCA Originals (wordmark)</b>	<b>85/179,934 / 4,112,729</b>	<b>USA</b>	<b>EMEB II</b>



<b>Shoes N Stuff By SBICCA (wordmark)</b>	<b>1268031 / TMA686,226</b>	<b>Canada</b>	<b>EMEB II</b>
<b>Shoes N Stuff by SBICCA (wordmark)</b>	<b>10738868 / 10738868</b>	<b>China</b>	<b>EMEB II</b>
<b>Shoes N Stuff by SBICCA (wordmark)</b>	<b>85/179,941 / 4,039,752</b>	<b>USA</b>	<b>EMEB II</b>
<b>Shoes 'n Stuff (stylized)</b>	<b>78/433,372 / 3,057,192</b>	<b>USA</b>	<b>EMEB II</b>
<b>SBICCA Hand Made in the USA (wordmark)</b>	<b>86/066,851 / 4,756,687</b>	<b>USA</b>	<b>EMEB II</b>
<b>SBICCA Vintage (wordmark)</b>	<b>014281679 / 014281679</b>	<b>Europe</b>	<b>EMEB II</b>
<b>SBICCA Vintage (wordmark)</b>	<b>3672647 / 3672647</b>	<b>India</b>	<b>EMEB II</b>
<b>SBICCA Vintage (wordmark)</b>	<b>1625756 / 1565558</b>	<b>Mexico</b>	<b>EMEB II</b>
<b>SBICCA Vintage (wordmark)</b>	<b>4-2017-37919</b>	<b>Vietnam</b>	<b>EMEB II</b>
<b>Spite</b>	<b>86/319,166 / 4,946,897</b>	<b>USA</b>	<b>EMEB</b>
<b>Grazie</b>	<b>86/476,236 / 4,785,360</b>	<b>USA</b>	<b>EMEB</b>
<b>Volatile (wordmark)</b>	<b>014340541 / 014340541</b>	<b>Europe</b>	<b>EMEB</b>
<b>Volatile (wordmark)</b>	<b>3672644 / 3672644</b>	<b>India</b>	<b>EMEB</b>
<b>Volatile (wordmark)</b>	<b>40-2015-0013276 / 40-1200969</b>	<b>South Korea</b>	<b>EMEB</b>
<b>Volatile (wordmark)</b>	<b>1559812 / 1624231</b>	<b>Mexico</b>	<b>EMEB</b>
<b>Volatile (wordmark)</b>	<b>256519 / 256519</b>	<b>Panama</b>	<b>EMEB</b>
<b>Volatile (wordmark)</b>	<b>75/749,095 / 2,336,325</b>	<b>USA</b>	<b>EMEB</b>
<b>Volatile (wordmark)</b>	<b>4-2014-31710 / 266973</b>	<b>Vietnam</b>	<b>Palos Verdes</b>
<b>Very Volatile (wordmark)</b>	<b>1571742 / 870406</b>	<b>Canada</b>	<b>EMEB</b>
<b>Very Volatile (wordmark)</b>	<b>10781474 / 10781474</b>	<b>Europe</b>	<b>EMEB</b>

<b>Very Volatile (wordmark)</b>	<b>3672645 / 3672645</b>	<b>India</b>	<b>EMEB</b>
<b>Very Volatile (wordmark)</b>	<b>40-2015-0013279 / 40-1200972</b>	<b>South Korea</b>	<b>EMEB</b>
<b>Very Volatile (wordmark)</b>	<b>1625757 / 1699203</b>	<b>Mexico</b>	<b>EMEB</b>
<b>Very Volatile (wordmark)</b>	<b>85/447,273 / 4,154, 105</b>	<b>USA</b>	<b>EMEB</b>
<b>Very Volatile (wordmark)</b>	<b>4-2017-38138</b>	<b>Vietnam</b>	<b>Palos Verdes</b>
<b>Volatile Kids (wordmark)</b>	<b>40-2015-0013282 / 40-1200975</b>	<b>South Korea</b>	<b>EMEB</b>
<b>V and Design</b>	<b>75/755,661 / 2,343,711</b>	<b>USA</b>	<b>EMEB</b>
<b>V Volatile with design</b>	<b>1466844 / TMA939533</b>	<b>Canada</b>	<b>EMEB</b>
<b>V Volatile with design</b>	<b>009707225 / 009707225</b>	<b>Europe</b>	<b>EMEB</b>
<b>V Volatile with design</b>	<b>2009-088511 / 5315882</b>	<b>Japan</b>	<b>EMEB</b>
<b>V Volatile with design</b>	<b>1625758 / 1769502</b>	<b>Mexico</b>	<b>EMEB</b>
<b>V Volatile with design</b>	<b>78/406,092 / 3,003,984</b>	<b>USA</b>	<b>EMEB</b>
<b>Very Volatile design</b>	<b>2009-088512 / 5315883</b>	<b>Japan</b>	<b>EMEB</b>
<b>Volatile Kids &amp; design</b>	<b>2009-088513 / 5315884</b>	<b>Japan</b>	<b>EMEB</b>
<b>Encanto (wordmark)</b>	<b>77/600,460 / 3,630,867</b>	<b>USA</b>	<b>EMEB</b>
<b>Palos Verdes Footwear (woodmark)</b>	<b>16071781 / 16071781</b>	<b>China</b>	<b>Palos Verdes</b>
<b>PVF (woodmark)</b>	<b>16071779 / 16071779</b>	<b>China</b>	<b>Palos Verdes</b>
<b>V Volatile with design</b>	<b>88/157,528 / Suspended</b>	<b>USA</b>	<b>EMEB</b>

**Domain Names**



<input type="checkbox"/>	vonellegirl.com	31495392	UNDER CONSTRUCTION PAGE	November 07, 2022	Public	Unprotected	On	
<input type="checkbox"/>	vonellekicks.com	21958822	ADNS SERVICES	June 07, 2022	Private	Unprotected	On	
<input type="checkbox"/>	vonellekids.com	31495392	ADNS SERVICES	November 07, 2022	Public	Unprotected	On	
<input type="checkbox"/>	vonellelicensing.com	31495392	UNDER CONSTRUCTION PAGE	August 20, 2021	Public	Unprotected	On	
<input type="checkbox"/>	vonelleport.com ↳ Denuse - floceem domain	31495392	UNDER CONSTRUCTION PAGE	November 07, 2022	Private	Unprotected	On	
<input type="checkbox"/>	vonelle sunglasses.com ↳ Denuse - floceem domain	31495392	UNDER CONSTRUCTION PAGE	November 07, 2024	Private	Unprotected	On	
<input type="checkbox"/>	vonellemimamar.com ↳ Denuse - floceem domain	31495392	UNDER CONSTRUCTION PAGE	November 07, 2024	Private	Unprotected	On	
<input type="checkbox"/>	vonelleusa.com	20339912	ADNS SERVICES	July 09, 2025	Public	Unprotected	On	
<input type="checkbox"/>	vonelleusa.net	20339912	WEB FORWARDING	July 02, 2023	Private	Unprotected	On	
<input type="checkbox"/>	vonellewholesale.com	31495392	ADNS SERVICES	August 20, 2021	Public	Unprotected	On	
<input type="checkbox"/>	vonellewholesale.com	31495392	UNDER CONSTRUCTION PAGE	November 07, 2022	Public	Unprotected	On	

### Social Media

Website	Username / ID	Email Address	Password
LinkedIn			
Instagram	OFFICIALVERY VOLATILE OFFICIALSBICCAFOOTWEAR OFFICIALVOLATILEFOOTWEAR OFFICIALVOLATILEKIDS volatilekicks graziefootwear		
Facebook			
Constant Contact	volatileusa		
Bitly			
Paypal			
Paypal John			
Pinterest	VeryVolatile VolatileKids		
Yahoo/Bing			
Shutterstock	ericfernandez75		
Twitter	sbiccafootwear veryvolatile graziefootwear volatiles shoes volatile kids		
Tumblr			