

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ashton Gonzalez		02/10/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Outlier, Inc.		
Street Address:	402 Graham Ave.		
Internal Address:	PMB 200		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11211		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77796029	OUTLIER	
CORRESPONDENCE DATA			
Fax Number:	(718)210-3662		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	518-339-2908		
Email:	eric@ericadlerip.com		
Correspondent Name:	Eric Adler		
Address Line 1:	155 Water St.		
Address Line 2:	#18		
Address Line 4:	Brooklyn, NEW YORK 11201		
NAME OF SUBMITTER:	Ashton Gonzalez		
Signature:	/Ashton Gonzalez/		
Date:	02/23/2010		

OP \$40.00 77796029

Total Attachments: 2

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Outlier, Inc.
402 Graham Ave. PMB 200
Brooklyn NY 11211

Ashton Gonzalez
9902 Oceancrest Dr.
Huntington Beach, CA 92646

Assignment of Outlier Trademark Application

This Assignment of the Outlier Trademark Application and eventual rights to the Trademark ("Assignment") is made on February 10, 2010, by Ashton Gonzalez ("Assignor" or "Ms. Gonzalez"), to Outlier, Inc. ("Assignee" or "Outlier NY").

Background

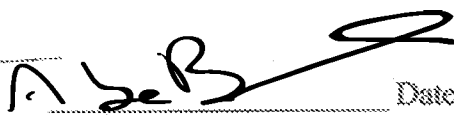
- A. Parties. Outlier, Inc. is a New York corporation located at 402 Graham Avenue in Brooklyn, NY. Ashton Gonzalez is a woman living at 9902 Oceancrest Drive Huntington Beach, CA 92646.
- B. Outlier NY has been selling clothing under the trademark "Outlier" since at least as early as June 1, 2008. Outlier NY has been selling such clothing throughout the United States, including the state of California.
- C. Ms. Gonzalez never intended to infringe upon Outlier NY's trademark. When starting her business and filing her trademark application, Ms. Gonzalez held the good faith belief that she could use the name "Outlier" without infringing upon anyone else's intellectual property.
- D. On August 3, 2009, Ms. Gonzalez filed a trademark application for the mark "Outlier" (the "Mark"). The application has the serial number 77796029.
- E. Outlier NY believes Ms. Gonzalez's use of the Mark would infringe upon its trademark rights. On January 11, 2010, Outlier NY sent Ms. Gonzalez a polite cease and desist letter.
- F. In settlement of this trademark dispute, Ms. Gonzalez has agreed to assign her trademark application to Outlier NY, and Outlier NY has agreed to pay Ms. Gonzalez \$545.
- G. To the best of her knowledge, Ms. Gonzalez warrants that she own all rights, title and interests in the Application and she desires to assign all rights, title, and interests in and to the Mark and Application ("All Rights in the Mark") to Outlier NY.
- H. Outlier NY desires to accept Assignment of All Rights in the Marks, including (1) U.S. trademark application number 77796029, (2) all goodwill associated with the use of the Mark; and (3) all other rights, including common law rights, relating to the Marks to the extent such rights exist.

Therefore, for good and valuable consideration, receipt of which is acknowledged,

- I. Assignment. Ms. Gonzalez hereby sells, assigns, and transfers to Outlier NY All Rights in the Mark, the goodwill associated with the Mark, and all interest in the Application for the sum of \$545 ("Total Purchase Price").
- J. Payment. Outlier NY's payment will become due upon the successful assignment, recording of assignment, and issuance of the Application in the name of Assignee. Although payment is subject to these conditions, Outlier NY agrees advance \$300 of the Total Purchase Price upon the signing of this agreement. This \$300 will be wire transferred to an account specified by Ashton Gonzalez, within two weeks of receipt of this signed agreement and account transfer information.
- K. The rights of Assignee at common law and to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; including all claims for royalties for licensing of the Marks and damages by reason of past infringements of the Marks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.
- L. Ms. Gonzalez will transfer the prosecution files for the Mark to Outlier NY's attorney within 20 days. Outlier NY will pay the assignment and recording fees. Ms. Gonzalez will (i) execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignee of the Mark; and (ii) take such further actions as Assignee may reasonably request in order to register and record this Assignment. This Assignment shall be binding upon the successors and assigns of Assignors and Assignee.
- M. This Assignment shall be governed by the laws of New York State, without regard to its conflict of laws principles. For any dispute relating to this Assignment, the parties irrevocably submit to jurisdiction in the state of New York.
- N. Outlier NY shall cover any and all cost to register and record the Assignment of the Mark. If any other legal action is required to register and record this Assignment, Outlier NY shall hold harmless Ashton Gonzalez.
- O. This agreement may be signed, scanned, and returned to Outlier NY via email. A paper copy is not required, and the original need not be notarized. The signed and scanned version of this contract shall be considered an original version of the contract.


Ashton Gonzalez

Date: 2/10/10



Date: 02/10/2010

Abe Burmeister, President
Outlier, Inc.