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
Paige Mycoskie		04/26/2013	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Aviator Nation, Inc.
Street Address:	1224 Abbot Kinney Blvd.
City:	Venice
State/Country:	CALIFORNIA
Postal Code:	90291
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3434989	AN
Registration Number:	3662517	AVIATOR NATION

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: kmoyerhenry@lewiskohn.com

Correspondent Name: Kari Moyer-Henry

Address Line 1: 10935 Vista Sorrento Parkway

Address Line 2: Suite 370

Address Line 4: San Diego, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:	649.301US & 302US
NAME OF SUBMITTER:	Kari Moyer-Henry
Signature:	/KMH/
Signature:	/KMH/

TRADEMARK
REEL: 005015 FRAME: 0290

3434989

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Date:	04/26/2013
Total Attachments: 2 source=Executed_assign#page1.tif source=Executed_assign#page2.tif	

TRADEMARK REEL: 005015 FRAME: 0291

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 2 day of April, 2013, by Paige Mycoskie, an individual with a physical address of 670 San Juan Ave., #C, Venice, CA 90291 ("Assignor"), and Aviator Nation, Inc., a California corporation with a physical address of 1224 Abbot Kinney Blvd, Venice, CA 90291 ("Assignee").

Assignment

1. For One Dollar (\$1.00) paid in cash concurrently with the execution hereof, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor has irrevocably and unconditionally assigned and transferred and does hereby irrevocably and unconditionally assign and transfer to Assignees (each Assignee as to an undivided one-half interest), Assignor's entire right, title and interest in and to the following identified Trademark Registration ("Registration") of the United States:

Registration No.	Mark	Reg. Date	Application No.	Filing Date
3,434,989	AN (and design)	05/27/2008	77/280,992	09/17/2007
3,662,517	AVIATOR NATION	08/04/2009	77/419,351	03/11/2008

For the avoidance of doubt, and without limiting the generality of the foregoing, Assignor retains no right, title, interest or license whatsoever in or to the Registration, and Assignees are not restricted in any way from subsequently assigning or licensing the Registration.

- 2. Assignor hereby covenants, warrants, and represents to the Assignees that:
- (a) except as provided in this Assignment and except as may have occurred pursuant to any written agreement or other arrangement solely by and between Assignor and Assignee, (i) Assignor has not sold, transferred, assigned, encumbered, pledged, hypothecated, or otherwise disposed of, whether by gift or for consideration, the Registration, and (ii) the Registration is free and clear of any liens, encumbrances, licenses, or claims of any nature whatsoever;
- (b) Assignor has made no agreement with respect to the Registration that is in conflict with this Assignment; and
- (c) except as described above, no other assignment has been effected or is on file with the appropriate governmental agencies with respect to the Registration.
- 3. Assignor agrees, for himself and his successors and assigns, that on request and without further consideration, but at the expense of the Assignees, Assignor shall communicate to the Assignees, or their designated representatives or nominees, any facts known to Assignor respecting the Registration set forth therein, and shall testify in any legal proceeding, sign all lawful documents, execute and make all rightful oaths or declarations, and generally do everything possible to aid the Assignees, and their respective successors, assigns, and nominees, to obtain, maintain, and enforce the Registration.

TRADEMARK REEL: 005015 FRAME: 0292 Assignor:

Signature:

Printed Name: Paige Mycoskie, Owner

Date: 4/26/13