# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| The Burton Corporation | | 06/21/2013 | CORPORATION: VERMONT |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | DNA, LLC |
| Street Address: | 2947 Boulder Ave. |
| City: | Dayton |
| State/Country: | OHIO |
| Postal Code: | 45414 |
| Entity Type: | LIMITED LIABILITY COMPANY: OHIO |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 4048879 | |
| Registration Number: | 2029518 | |
| Registration Number: | 2006288 | |
| Registration Number: | 2056895 | ALIEN WORKSHOP |
| Registration Number: | 2001644 | ALIEN WORKSHOP |
| Registration Number: | 3589990 | ALIEN WORKSHOP |
| Registration Number: | 1982079 | ALIEN WORKSHOP |
| Registration Number: | 3781704 | AWS |
| Registration Number: | 2029517 | BELIEVE. |
| Registration Number: | 3732003 | HABITAT |
| Registration Number: | 2989053 | HABITAT |
| Registration Number: | 3732004 | HABITAT |
| Registration Number: | 2975839 | HABITAT |
| Registration Number: | 2975837 | HABITAT |

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|---|---|---|
| Registration Number: | 3144176 | HABITAT |
| Registration Number: | 2970143 | |
| Registration Number: | 2970142 | |
| Registration Number: | 2970144 | |
| Registration Number: | 3589991 | HABITAT |
| Registration Number: | 3348435 | INHABITANTS |
| Registration Number: | 3417984 | INHABITANTS |
| Registration Number: | 3589984 | REFLEX |
| Registration Number: | 3126276 | REFLEX |
| Registration Number: | 2001645 | THE MISSING LINK |
| Registration Number: | 2006289 | WORKSHOP |
| Registration Number: | 2001643 | WORKSHOP |

CORRESPONDENCE DATA


Fax Number: 4246450770

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (424) 214-7042

Email: tspeiss@sycr.com, amina@sycr.com

Correspondent Name: Thomas J. Speiss, III

Address Line 1: Stradling Yocca Carlson & Rauth, P.C.

Address Line 2: 100 Wilshire Blvd., Suite 440

Address Line 4: Santa Monica, CALIFORNIA 90401


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|---|---|
| ATTORNEY DOCKET NUMBER: | 102714-0002 |
| NAME OF SUBMITTER: | Thomas J. Speiss, III |
| Signature: | /Thomas J. Speiss, III/ |
| Date: | 07/08/2013 |

Total Attachments: 5

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# TRADEMARK ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made effective as of the 21st day of June, 2013, by and between THE BURTON CORPORATION ("***Assignor***"), and DNA, LLC, an Ohio Limited Liability Company, having its principal office or place of business at 2947 Boulder Ave., Dayton, Ohio 45414 ("***Assignee***"; collectively, the "***Parties***").

**WHEREAS**, Assignor is the record owner of the U.S. and foreign trademarks set forth on Schedule A hereto in connection with the goods or services described therein (the "Trademarks"), together with the goodwill of the business in connection with which the Trademarks have been used (the "Assigned Property");

**WHEREAS**, Assignor agrees to assign their entire right, title and interest in and to the Assigned Property to Assignee; and,

**WHEREAS**, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assigned Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. This Assignment is executed pursuant to, and is only intended to supplement, the February 27, 2012 Asset Purchase Agreement previously executed between the Parties, and not replace any of the terms as they existed at the time of execution of the Asset Purchase Agreement.

2. Assignor does hereby unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to: (i) the Trademarks, together with the goodwill of the business associated with the Trademarks; (ii) the right to sue and recover for damages and profits and all other remedies for past, present and future infringements of the Trademarks and bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country for cancellation or opposition or any other proceeding in connection with the Trademarks; and, (iii) any and all renewals and extensions thereof that may hereafter be secured under applicable law.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment to the Assignee as of the date first above written.

**ASSIGNOR:**

THE BURTON CORPORATION

By: _____

Printed Name: Jaime Heins

Title: General Counsel

**ASSIGNEE:**

DNA, LLC

By: _____

Printed Name: Chris Carter

Title: GM, Vice President

DOCSOC/1627560v6/102714-0002

## SCHEDULE A

U.S. TRADEMARKS

| TRADEMARK | Application Number | Registration Number | Filing Date | Registration Date |
|---|---|---|---|---|
| ALIEN DESIGN | 85/286,504 | 4048879 | 05-Apr-2011 | 01-Nov-2011 |
| ALIEN DESIGN | 74/610,509 | 2029518 | 13-Dec-1994 | 14-Jan-1997 |
| ALIEN DESIGN | 75/019,907 | 2006288 | 31-Oct-1995 | 08-Oct-1996 |
| ALIEN WORKSHOP & Design | 75/018,786 | 2056895 | 31-Oct-1995 | 29-Apr-1997 |
| ALIEN WORKSHOP & Design | 75/019,908 | 2001644 | 31-Oct-1995 | 17-Sep-1996 |
| ALIEN WORKSHOP & Design | 77/387,111 | 3589990 | 02-Feb-2008 | 17-Mar-2009 |
| ALIEN WORKSHOP (word mark) | 74/610,484 | 1982079 | 13-Dec-1994 | 25-Jun-1996 |
| AWS | 77/386,776 | 3781704 | 01-Feb-2008 | 27-Apr-2010 |
| BELIEVE & Design | 74/610,508 | 2029517 | 13-Dec-1994 | 14-Jan-1997 |
| HABITAT & Design | 77/386,439 | 3732003 | 01-Feb-2008 | 29-Dec-2009 |
| HABITAT & Design | 78/338,198 | 2989053 | 09-Dec-2003 | 30-Aug-2005 |
| HABITAT & Design | 77/386,478 | 3732004 | 01-Feb-2008 | 29-Dec-2009 |
| HABITAT & Design | 78/337,936 | 2975839 | 08-Dec-2003 | 26-Jul-2005 |
| HABITAT & Design | 78/337,799 | 2975837 | 08-Dec-2003 | 26-Jul-2005 |
| HABITAT & Design | 78/338,886 | 3144176 | 10-Dec-2003 | 19-Sep-2006 |
| HABITAT & Design | 78/338,865 | 2970143 | 10-Dec-2003 | 19-Jul-2005 |
| HABITAT & Design | 78/338,826 | 2970142 | 10-Dec-2003 | 19-Jul-2005 |
| HABITAT & Design | 78/338,871 | 2970144 | 10-Dec-2003 | 19-Jul-2005 |
| HABITAT (word mark) | 77/387,113 | 3589991 | 02-Feb-2008 | 17-Mar-2009 |
| INHABITANTS | 78/914,884 | 3348435 | 22-Jun-2006 | 04-Dec-2007 |
| INHABITANTS | 77/256,627 | 3417984 | 16-Aug-2007 | 29-Apr-2008 |
| REFLEX | 77/386,618 | 3589984 | 01-Feb-2008 | 17-Mar-2009 |
| REFLEX | 78/674,984 | 3126276 | 21-Jul-2005 | 06-Aug-2006 |
| THE MISSING LINK & DESIGN | 75/019,912 | 2001645 | 31-Oct-1995 | 17-Sep-1996 |
| WORKSHOP & Design | 75/019,924 | 2006289 | 31-Oct-1995 | 08-Oct-1996 |
| WORKSHOP & Design | 75/019,906 | 2001643 | 31-Oct-1995 | 17-Sep-1996 |

FOREIGN TRADEMARKS

| Trademark | Country | Application Number | Registration Number | Filing Date | Registration Date |
|---|---|---|---|---|---|
| ALIEN DESIGN | European Community | 10281947 | 10281947 | 21-Sep-2011 | 24-Feb-2012 |
| ALIEN WORKSHOP (word mark) | WIPO | 934685 | 934685 | 31-Jul-2007 | 31-Jul-2007 |
| ALIEN WORKSHOP (word mark) | European Community | 934685 | 934685 | 27-Sep-2007 | 31-Jul-2007 |
| HABITAT (word mark) | European Community | 6241351 | 6241351 | 30-Aug-2007 | 06-Aug-2010 |
| ALIEN WORKSHOP | New Zealand | 307033 | 307033 | 23-Mar-1999 | 13-Sep-2001 |
| ALIEN WORKSHOP | New Zealand | 307032 | 307032 | 23-Mar-1999 | 01-Sep-1999 |
| ALIEN WORKSHOP | Philippines | 4-2009-500777 | 42009500777 | 23-Oct-2009 | 10-Dec-2010 |
| HABITAT (word mark) | Philippines | 4-2009-500778 | 42009500778 | 23-Oct-2009 | 10-Dec-2010 |
| ALIEN WORKSHOP | Russian Federation | 2007729656 | 379151 | 26-Sep-2007 | 13-May-2009 |
| HABITAT (word mark) | Russian Federation | 2007-29219 | 379061 | 21-Sep-2007 | 13-May-2009 |
| ALIEN WORKSHOP (word mark) | Australia | 733011 | 733011 | 23-Apr-1997 | 11-Oct-2001 |
| HABITAT (word mark) | Australia | 1248510 | 1248510 | 26-Jun-2008 | 30-Aug-2010 |
| HABITAT (word mark) | Australia | 1356999 | | 20-Apr-2010 | |
| ALIEN WORKSHOP (word mark) | Canada | 817486 | TMA486656 | 11-Jul-1996 | 10-Dec-1997 |
| HABITAT (word mark) | Canada | 1402464 | | 08-Jul-2008 | |
| ALIEN WORKSHOP (word mark) | China (Peoples Republic) | 6830762 | | 09-Jul-2008 | |
| ALIEN WORKSHOP (word mark) | China (Peoples Republic) | 6830761 | 6830761 | 09-Jul-2008 | 07-May-2012 |
| ALIEN WORKSHOP (word mark) | China (Peoples Republic) | 6830760 | 6830760 | 09-Jul-2008 | 21-Feb-2012 |

| Trademark | Country | Application Number | Registration Number | Filing Date | Registration Date |
|---|---|---|---|---|---|
| HABITAT & Design | China (Peoples Republic) | 8230968 | 8230968 | 22-Apr-2010 | 14-Aug-2011 |
| HABITAT & Design | China (Peoples Republic) | 8230970 | 8230970 | 22-Apr-2010 | 28-Sep-2011 |
| HABITAT & Design | China (Peoples Republic) | 8230969 | 8230969 | 22-Apr-2010 | 14-Aug-2011 |
| ALIEN WORKSHOP (word mark) | Japan | 2008-57183 | 5207480 | 14-Jul-2008 | 20-Feb-2009 |
| ALIEN WORKSHOP (word mark) | Japan | 8-95376 | 4130307 | 26-Aug-1996 | 03-Apr-1998 |
| HABITAT (word mark) | Japan | 2008-58871 | 5445283 | 18-Jul-2008 | 21-Oct-2011 |
| ALIEN WORKSHOP (word mark) | Malaysia | 97000937 | 97000937 | 23-Jan-1997 | 23-Jan-1997 |
| HABITAT (word mark) | Mexico | 950255 | 1115035 | 24-Jul-2008 | 13-Aug-2009 |