

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
Capital Brands, LLC		07/22/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Meridian PO Finance, LLC		
Street Address:	P.O. Box 211057		
City:	Chula Vista		
State/Country:	CALIFORNIA		
Postal Code:	91921		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4215030	BREAKOUT	
Registration Number:	4214999	FORBIDDEN SECRET	
Registration Number:	4211184	JAILERS	
CORRESPONDENCE DATA			
Fax Number:	6196967124		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(619) 696-6700		
Email:	ipdocket@gordonrees.com		
Correspondent Name:	Susan B. Meyer - Gordon & Rees LLP		
Address Line 1:	101 West Broadway, Suite 1600		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	MPOF (PENDING)		
NAME OF SUBMITTER:	Susan B. Meyer		

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Signature:	/Susan B. Meyer/
Date:	07/26/2013
Total Attachments: 2 source=CAPITALBRANDS ASSIGNMENT#page1.tif source=CAPITALBRANDS ASSIGNMENT#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 22, 2013 ("Effective Date") by and between Capital Brands, LLC, a Limited Liability Company of Florida ("Assignor"), and Meridian PO Finance, LLC, a Limited Liability Company of Arizona ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark applications set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks");

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Marks.

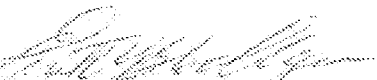
NOW, THEREFORE, in consideration of the sum of One (1) Dollar, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country (statutory, common law or otherwise), now or hereafter in effect, together with all goodwill associated with any of the foregoing, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

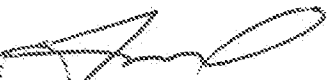
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CAPITAL BRANDS, LLC

MERIDIAN PO FINANCE, LLC

By: 
Name: Einar T. W. Albrektsson
Title: President/CEO

By: 
Name: TIM RISH
Title: CEO

SCHEDULE A

Mark	Registration No.	Issue Date
BREAKOUT	4,215,030	September 25, 2012
FORBIDDEN SECRET	4,214,999	September 25, 2012
JAILERS	4,211,184	September 18, 2012

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