

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walden-Hayes, Inc.		06/04/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Diageo North America, Inc.		
Street Address:	801 Main Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3362844	NAKED TURTLE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	203.229.7135		
Email:	trademarks@diageo.com		
Correspondent Name:	Jennifer Hamilton/Diageo North America		
Address Line 1:	801 Main Avenue		
Address Line 4:	Norwalk, CONNECTICUT 06851		
NAME OF SUBMITTER:	Jennifer Hamilton		
SIGNATURE:	/Jennifer Hamilton/		
DATE SIGNED:	06/10/2014		
Total Attachments: 4			
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source=Assignment Walden to DNA 2#page3.tif			
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ASSIGNMENT

This Assignment is between Walden-Hayes, Inc., a New York corporation with an address of P.O. Box 1071, New York, NY 10276 ("Assignor"), and Diageo North America, Inc., a Connecticut corporation with an address of 801 Main Street, Norwalk, Connecticut 06851-1127 ("Assignee"). It is effective as of the date on which both parties have signed it (the "Effective Date").

WHEREAS, through a predecessor, Assignor is the owner of the NAKED TURTLE trademark (the "Mark") in connection with clothing, namely, swim wear and beach wear;

WHEREAS, through a predecessor, Assignor is also the owner of Reg. No. 3362844 covering the Mark in the U.S. Patent and Trademark Office (the "Registration");

WHEREAS, Assignor has extended a license to use the Mark in connection with swim wear and beach wear (the "License") to Craig Reynolds, an Arizona resident with an address of 1000 McCulloch Boulevard, Lake Havasu City, Arizona 86403 (the "Licensee"); and

WHEREAS, Assignee wishes to acquire Assignor's rights to the Mark and the Registration and to any goodwill associated with the Mark and to assume Assignor's rights and obligations under the License;

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties therefore agree to the following:

1. Assignor sells, assigns, transfers and conveys to Assignee, the entire right, title, interest in and to the Mark and the Registration in the United States and all other jurisdictions, together with the goodwill of the business associated with and symbolized by the Mark (including, without limitation, any priority right that may arise from the Mark's use in commerce or from the Registration). Assignor warrants that it is the legal owner of the Mark and the Registration and that it has not otherwise previously pledged, assigned, or encumbered the Mark and the Registration.
2. Concurrently with its execution of this Assignment, Assignor shall execute the document attached as Exhibit A and shall consent to Assignee's recordation of that document with the U.S. Patent and Trademark Office.
3. Assignor acknowledges that the validity of the Mark and of the Registration is a material condition of this Assignment. Assignor therefore agrees that if the rights to the Mark or the Registration are invalidated in a final judgment for reasons within Assignor's past, present, or future control, Assignee shall enjoy a right to rescind this Assignment, in addition to any other remedies to which Assignee may be entitled. Assignor shall provide reasonable assistance to Assignee in any challenge to Assignee's ownership of the Mark or the Registration or to the validity of the Mark or the Registration, including the execution and delivery of any documents deemed necessary by Assignee.
4. Assignor acknowledges that it has no ongoing rights to the Mark or the Registration as of the Effective Date. Assignor shall not attempt to register the Mark or any mark likely to be confused with the Mark, including but not limited to any mark consisting of or incorporating the words "naked" and "turtle" or any grammatical or phonetic variations on, or graphic equivalents of, those words.

5. As of the Effective Date, Assignee may apply to register the Mark, and may maintain the Registration covering the Mark, with the U.S. Patent and Trademark Office or other governmental agencies, and Assignor agrees not to contest any such application, any registration maturing from such an application, or the Registration. Assignor also agrees to execute and to deliver any additional documents, including but not limited to any consent agreements, that Assignee may require to support current or future registrations of the Mark.

6. As of the Effective Date, Assignee may enforce the rights to the Mark, and Assignor acknowledges that Assignor is not entitled to the proceeds from any such action. If requested to do so, Assignor shall provide reasonable assistance to Assignee in prosecuting such an enforcement action, including the execution and delivery of any documents deemed necessary by Assignee.

7. This Assignment shall be governed by and construed under New York law. Any controversy or claim arising out of or relating to this Assignment, or the breach of the Assignment, shall be litigated in the state or federal courts within the federal Southern District of New York, and the parties consent to the exclusive jurisdiction of, and service of process by those courts for the purpose of resolving any disputes and the propriety of venue in that district.

8. Whenever possible, each provision of this Assignment shall be interpreted to be effective and valid, but if any provision of the Assignment is invalidated, this invalidity shall not affect the validity of the remainder of the Assignment.

9. This Assignment may be modified or amended only by a writing executed by the parties. Any term or condition of this Assignment may be waived at any time by the party that is entitled to the benefit of the term or condition, provided that the waiver is in writing executed by the party or an executive officer of the party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

10. This Assignment shall be binding upon and inure to the benefit of each of the parties, and its respective heirs, successors, assigns, and legal representatives.

11. This Assignment contains the complete agreement of the parties, and any and all prior agreements relating to the subject of this Assignment are superseded in their entirety.

12. The parties may execute one or more copies of this Assignment, and each such copy shall constitute a duplicate original of it.

Walden-Hayes, Inc.

By: Tony Yarborough

Title: Vice/President

Date: _____

6-4-2014

Diageo North America, Inc.

By: Nicole D. D'Amato

Title: Director and Senior Counsel

Date: _____

6/3/2014

EXHIBIT A

TRADEMARK ASSIGNMENT

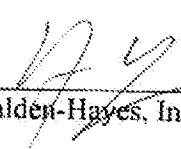
This Assignment is between Walden-Hayes, Inc., a New York corporation with an address of P.O. Box 1071, New York, NY 10276 ("Assignor"), and Diageo North America, Inc., a Connecticut corporation with an address of 801 Main Street, Norwalk, Connecticut 06851-1127 ("Assignee").

WHEREAS, Assignor is the owner of the NAKED TURTLE trademark (the "Mark") in connection with clothing, namely, swim wear, and beach wear;

WHEREAS, Assignor is the owner of U.S. Reg. No. 3362844 of the Mark (the "Registration"); and

WHEREAS, Assignee wishes to purchase the Mark and Registration, together with the goodwill associated with the Mark;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee the rights to the Mark and the Registration, together with the goodwill associated with the Mark and the Registration.



Walden-Hayes, Inc.

By: Tony Yarborough

Title: Vice President

Date: 6.4.14